

SERIAL 02081 RFP WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL

DATE OF LAST REVISION: December 9, 2015 CONTRACT END DATE: December 31, 2022

CONTRACT PERIOD THROUGH DECEMBER 31 ~~JANUARY 01, 2013-2018~~ 2022

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 20, 2002 (Eff. 01/02/03)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LA/jl
Attach

Copy to: Office of Procurement Services
 ~~Bill Thornton, Solid Waste Management~~
 Brian Kehoe, Waste Resources & Recycling

(Please remove Serial 99238-RFP from your contract notebooks)



CONTRACT FOR SERVICES PURSUANT TO RFP WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL

SERIAL 02081-RFP

This Contract is entered into this **2nd** day of **January, 2003** by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and CRM CO. LLC (CRM) a California corporation ("Contractor") for the purchase of WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL services.

1.0 TERM

- 1.1 **The period of performance of this contract is renewed to** ~~This Contract is for a term of TEN (10) Fifteen (15) TEN (10) years, beginning on the 2nd day of January 2003 and ending the 1st day of January, 2013-2018.~~ **31st day of December of 2022 for a total contract period of twenty (20) years.**
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional five (5) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 ONE-TIME COST SHARE

- 2.1 **Maricopa County and CRM of America LLC have agreed to a one-time cost contribution of \$30,000 from CRM to Maricopa County for the replacement of the truck scales at the Queen Creek-Mesa facility. This contribution is to be paid upon execution of Amendment No. 3.**

3.0 PAYMENT

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as EXHIBIT A.
- 3.2 Payment shall be made after the tires are processed and upon receipt of the affidavits and payment documents listed below and as revised by the County from time to time. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. The format for invoices shall be in the form attached as EXHIBIT C. All invoices, shall be accompanied by the following documents:
 - 3.2.1 An affidavit **as amended** signed by the plant manager and certified by the CEO, CFO and/or President of the company to the fact that the recycling volumes listed in the affidavit are correct. All signatures will be duly notarized as to their authenticity. A sample format is attached as EXHIBIT D. The form of the affidavit is subject to revision as needed by the **Waste Resources & Recycling Management (WRR) Solid Waste Management Department (SWMD)** of Maricopa County. **Furthermore both parties agree that eight (8) % of the monthly volume generated in Maricopa County from CRM's used tire culling operation will be deducted from the monthly tonnage that is billed to the County and will be detailed on the submitted affidavits.**
 - 3.2.2 A second copy of the waste tire removal manifests signed by the SWMD cashier/attendant. No substitution will be acceptable.

~~3.2.3~~ Originals of unconditional lien waivers duly signed by the subcontractors. A sample format is attached as EXHIBIT E. The form of the lien waiver is subject to revision, if needed.

3.2.4 A current progress report in the form specified in EXHIBIT B.

3.3 No payment will be made to the contractor unless the documents specified in Section ~~2.2~~ 3.2 are complete.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES

5.1 The Contractor shall timely perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as EXHIBIT B.

5.2 Contractor agrees to perform services at the location(s) and time(s) stated in EXHIBIT B.

6.0 TERMS & CONDITIONS

6.1 INDEMNIFICATION AND INSURANCE:

6.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, ~~relating to this Contract. court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract.~~ Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

6.1.2 Insurance Requirements.

6.1.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.1.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.1.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.1.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.1.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.1.2.6 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.1.2.7 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.1.2.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.1.2.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.1.2.10 Workers' Compensation:

6.1.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.1.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.1.2.11 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.1.2.12 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

6.1.2.13 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.1.2.14 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.1.2.15 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

~~Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.~~

~~All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.~~

~~The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.~~

~~Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.~~

~~The Contractor shall be solely responsible for the deductible and/or self insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self insured retention's by a surety bond or an irrevocable and unconditional letter of credit.~~

~~The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.~~

~~The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insured.~~

~~The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.~~

~~4.1.2.1 *Commercial General Liability*. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG-00-01-10-93 or any replacements thereof.~~

~~The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.~~

~~The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG-20-10-11-85, and shall include coverage for Contractor's operations and products and completed operations.~~

~~If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same~~

~~insurance company that issues the Contractor's Commercial General Liability insurance.~~

~~4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non owned), assigned to or used in the performance of this Contract.~~

~~4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.~~

~~If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.~~

~~4.1.3 Certificates of Insurance.~~

~~4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. If a policy expires during the life of this Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.~~

~~In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.~~

~~4.1.4 Cancellation and Expiration Notice.~~

~~Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) day's prior written notice to the County.~~

~~4.2 REQUIREMENT OF CONTRACT BOND:~~

~~Concurrently with the submittal of the Contract, the Contractor shall furnish to the Maricopa County Office of Procurement Services Department the following bonds, which shall become binding upon the award of the contract to the Contractor. The bonds must be in a form and the terms thereof must be acceptable to Maricopa County. The contract award is subject to cancellation in the event that the Contractor does not provide Performance and Payment bonds acceptable to Maricopa County.~~

~~4.2.1 A Performance Bond in the amount of \$500,000.00 conditional upon the faithful performance of the contract in accordance with the specification, terms and conditions. Date of US postmark will be accepted as date of delivery of performance bond. Contractor is required to tender this bond on a document approved by the Arizona Department of Insurance. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.~~

~~4.2.2 A Payment Bond in the amount of \$250,000.00 shall be required. The county shall have the right to request verification from any subcontractor as to the monthly amount incurred by the contractor. Contractor is required to tender this bond on a document approved by the Arizona Department of Insurance. A cashier's check, certified commercial check, irrevocable letter of~~

~~credit or certificate of deposit, will be accepted in lieu of a bond. Payment bonds are to be identified with bid serial number, title and return address.~~

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

~~Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best A++" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.~~

7.0 PENALTIES DUE TO NON-PERFORMANCE

7.1 Backlog Inventories of Waste Tires

~~Contractor shall meet or exceed the performance schedule for removal and recycling of waste tires as detailed in EXHIBIT F. Failure to meet or exceed said schedule at any time may be considered a breach of contract. Alternatively, the County may notify Contractor that Contractor is behind schedule and that the County will levy liquidated damages unless within 30 days the Contractor has brought its performance current with the requirements of EXHIBIT F. Liquidated damages shall be levied for each day commencing on the 31st day after notice is mailed by the County. The parties agree that it would be difficult and impractical to ascertain the damages the County would incur in the event the Contractor fails to adhere to the performance schedule. Accordingly the parties agree that liquidated damages of \$500.00 per calendar day will be levied until the Contractor is in conformance with the original schedule or until the contract is terminated by the County. The County shall have the right to retain any liquidated damages from payment that may be due to Contractor for every calendar day past thirty (30).~~

7.2 New Influx of Waste Tires

Liquidated damages of \$500.00 per calendar day will also be levied against the Contractor, if maximum storage after ~~May 1, 2004~~ exceeds 2,000 tons **of incoming Maricopa County whole waste tires at the Northwest Regional storage site Contractor's recycling facility located at Queen Creek Mesa or any future substituted location in Maricopa County.** The \$500.00 per day will also be applied to the Queen Creek storage site if maximum storage after ~~October 1, 2003~~ exceeds 130 tons. These liquidated damages will be subtracted from the Contractor's monthly payment.

~~4.3.3 Default~~

~~If maximum storage after May 1, 2004 exceeds 6,000 tons at the Northwest Regional storage site and/or 390 tons at the Queen Creek storage site, Contractor will be considered in default.~~

7.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be in writing addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street

Phoenix, Arizona 85003

For Contractor:

CRM CO. LLC
Attn: H. Barry Takallou, President
15800 S. Avalon Blvd.
Rancho Dominguez, CA 90220

7.4 REQUIREMENTS CONTRACT:

- 7.4.1 Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.
- 7.4.2 Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.
- 7.4.3 County reserves the right to cancel purchase orders within a reasonable period after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order prior to cancellation. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.
- 7.4.4 Contractor agrees to accept verbal cancellation ~~of purchase orders.~~ **from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.**
- 7.4.5 **Suspension of Work**
The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.
- 7.4.6 **Stop Work Order**
The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

Cancel the stop-work order; or

Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

7.5 ESCALATION:

~~Annual requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. Adjustments to price are effective only upon written notice to Contractor. The applicable Producer Price Index (PPI) shall be Series ID PCU421930421930C PCU4299304299304. Price adjustments shall be determined using the previous twelve (12) months posting of non preliminary data.~~

Annually, Maricopa County receives a distribution from the State of Arizona's Waste Tire Fund (A.R.S 44-1305) strictly for use in the Count's Waste Tire Program. Waste Tire Fee Distributions are published in the Arizona Department of Revenue's FY Annual Report.

Effective July 1, 2007, and each July 1st thereafter, an annual price adjustment equal to the percent of change over the previous year's distribution will be applied to the contractual Rate per Ton for all pricing categories.

Effective July 1, 2010, and each July 1st thereafter, the annual price adjustment, increase or decrease, shall not exceed \pm five percent (5.0%).

7.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE ~~TERMINATION~~:

County may unconditionally terminate this Contract for convenience by providing one hundred eighty (180) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to perform or observe any other material term or condition of the Contract and such failure continues for more than twenty (20) days after County has notified Contractor and its Surety of its intention to declare default, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

Maricopa County may terminate the resultant Contract for convenience by providing one hundred eighty (180) calendar days advance notice to the Contractor.

7.7 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 7.7.1 **Deliver the supplies or to perform the services within the time specified in this contract or any extension;**
- 7.7.2 **Make progress, so as to endanger performance of this contract; or**
- 7.7.3 **Perform any of the other provisions of this contract.**
- 7.7.4 **The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**

7.8 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

7.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

7.10 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

7.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

7.12 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract

7.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

7.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. **The Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.**

7.15 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW** ~~RETENTION OF RECORDS:~~

~~The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.~~

In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

7.16 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

7.17 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

7.18 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

7.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

7.20 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

7.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

Have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.22 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 7.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 7.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

7.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.15 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

7.24 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

7.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

7.26 PROMPT PAYMENT DISCOUNT

Maricopa County; through its “Continuous Improvement Initiatives” has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, SWMD encourages contractor to offer discounts for payment made within 10 days of the submittal. If contractor wishes to avail this option, the invoice must indicate so. Failure to indicate a term will result in the County applying Net 30 days as Contractor’s terms.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

H. B. Tokall
AUTHORIZED SIGNATURE

H. Barry Tokall, President
PRINTED NAME AND TITLE

15800 S Avalon Blvd, Rancho Dominguez, CA 90220
ADDRESS

1-2-2003
DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: Don Staley
CHAIRMAN, BOARD OF SUPERVISORS

1/3/03
DATE

ATTESTED:
Don McCall
CLERK OF THE BOARD

1/3/03
DATE 1172002-

APPROVED AS TO FORM:
Chris Smith
MARICOPA COUNTY ATTORNEY

1/3/3
DATE

EXHIBIT A

02081-RFP-WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL

PRICING

SERIAL 02081-RFP

PRICING SHEET S050909/B0606340

BIDDER NAME: CRM OF AMERICA CO., LLC

F.I.D./VENDOR #: W000004062 X

BIDDER ADDRESS: 11400 E Pecos Road, Queen Creek, AZ 85242
15800 South Avalon Boulevard
P.O. ADDRESS: Rancho Dominguez, California 90220

BIDDER PHONE #: ~~310/538-2222~~ 480/987-3006

BIDDER FAX #: ~~310/538-2227~~ 480/987-0965

COMPANY WEB SITE: N/A

COMPANY CONTACT (REP): Dawn Helms

E-MAIL ADDRESS (REP): dhelms@crmrubber.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: XX YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES XX NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES XX NO ____ %
REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: XX YES ____ NO

PAYMENT TERMS: NET 30 _____

INDICATE PERCENTAGE OF M/WME PARTICIPATION IF ANY HERE N/A

1.0 PRICING:

<u>TIRE TYPE</u>	<u>LOCATION</u>	<u>RATE PER TON</u>
1.1 Passenger & Light Truck	Queen Creek	\$76.05 80.05 83.06 78.88 Effective 7/01/07 08-09 10 \$ 74.06 71.90 65.65 Effective 1/1/07 1/06/06 \$ 48.50 50.93 62.64 effective 01/21/2005
1.2 Passenger & Light Truck	NW Regional	\$ 48.50 50.93 62.64 effective 01/21/2005
1.3 Truck	Queen Creek	\$93.93 98.87 102.58 97.42 Effective 7/01/07 08-09 10 \$ 91.47 88.81 81.08 Effective 1/1/07 1/06/06 \$ 59.90 62.90 77.37 effective 01/21/2005
1.4 Truck	NW Regional	\$ 59.90 62.90 77.37 effective 01/21/2005

EXHIBIT A

<u>TIRE TYPE</u>	<u>LOCATION</u>	<u>RATE PER TON</u>
1.5 Off-Road	Queen Creek	\$140.96 148.38 153.95 146.20 Effective 7/01/07 08 09-10 \$ 137.28 133.28 121.68 Effective 1/1/07 1/06/06 \$ 89.90 94.40 116.11 effective 01/21/2005
1.6 Off Road	NW Regional	\$ 89.90 94.40 116.11 effective 01/21/2005
1.7 Off Road (Rimmed)	Queen Creek	\$140.96 148.38 153.95 146.20 Effective 7/01/07 08 09-10 \$ 137.28 133.28 121.68 Effective 1/1/07 1/06/06

MILEAGE:

~~Transportation charges applicable to the tire types above: \$ 0.24 per loaded ton mile or~~
~~\$ 290.00 minimum load~~

Transportation charges for counties using this contract shall be negotiated separately with the Contractor.

Transportation charges shall not apply within Maricopa County.

OTHER SERVICES:

Recycle/Disposal of existing Maricopa County ("Legacy") tires \$584,750.00

CONTRACT AMENDMENT CANCELLED EFFECTIVE NOVEMBER 04, 2009

EXHIBIT A

CONTRACT 02081-RFP AMENDMENT-ADDITIONAL SERVICES

~~Contract 02081-RFP is amended as follows; all provisions of the original agreement that are not specifically amended remain in full force and effect.~~

Phase V-Additional Services

~~CLOSE OF ESCROW (06/17/08)~~

- ~~• Within 90 days of the Board approval of this contract amendment CRM will commence shredding Maricopa County waste tires in the western portion of the County (hereinafter called "Western Shredding Location"). CRM shall process all shredded tires utilizing one of the methods permitted in the contract.~~
- ~~• Within 15 months of the Board approval of this contract amendment CRM shall have sufficient capacity at a new facility (hereinafter called the "Western Tire Recycling Facility") located in the western portion of the County to process the continual influx of Maricopa County waste tires at that facility utilizing one of the methods permitted in the contract. This capacity shall be sufficient to assure that any unprocessed backlog never exceeds the limits outlined in Section 4.3.2 of the contract.~~

Phase V-Additional Services Pricing

- ~~To cover the cost of additional operating expenses for shredding tires received from generators located in Maricopa County, upon commencement of shredding operations at the Western Shredding Location:
 - ~~• A surcharge of \$10.00/ton will be added to all tires processed by CRM for a period not to exceed 15 months from the commencement of shredding at the Western Shredding Location until CRM commences processing tires in Western Tire Recycling Facility. In the event that CRM is unable to process tires in the Western Tire Recycling Facility within 15 months, it shall continue to provide shredding and disposal services at no cost until tire processing services are provided by the Western Tire Recycling Facility.~~~~
- ~~To cover the cost of additional operating expenses for processing tires received from generators located in Maricopa County, upon commencement of operation of the Western Tire Recycling Facility:
 - ~~• A surcharge of \$20.00/ton will be added to all tires processed by CRM. This surcharge shall terminate upon receiving and processing a total of 50,000 tons of Maricopa County waste tires in any one year or January 1, 2018, whichever occurs first.~~~~

~~Failure to meet these performance criteria will be considered breach of contract and contractor will be subject to penalties in accordance with contract Section 4.3 PENALTIES DUE TO NON-PERFORMANCE.~~

CONTRACTOR

H. B. Takallou
H. Barry Takallou, President, CRM

3-26-2008
Date

MARICOPA COUNTY

Andrew Kunasek
Andrew Kunasek, Chairman, Board of Supervisors

Ann Carroll
Ann Carroll, Clerk of the Board

MAR 26 2008
Date

Approved as to Form:

Devin Bluff
Deputy County Attorney

CONTRACT AMENDMENT CANCELLED EFFECTIVE DECEMBER 14, 2015

EXHIBIT A

Amendment #2 (dated 07/07/10)

~~In accordance with Section 4.10, Addition/Deletion of Services, amend contract 02081 RFP, Waste Tire Recycling, Removal and Final Disposal to extend the contract term from January 1, 2013 to January 1, 2018. All terms, conditions and prices of the original contract not specifically amended remain in full force and affect. In consideration for extending the contract, CRM shall do the following upon receiving a written notice to proceed from Maricopa County.~~

- ~~• Establish a collection and shredding site (hereinafter referred to as the Western Waste Tire Collection and Processing Facility) to be located in western portion of Maricopa County in accordance with all requirements of the Arizona Department of Environmental Quality (ADEQ) and contract 02081 RFP within ninety (90) days of receiving a notice to proceed.~~
- ~~• The Western Waste Tire Collection and Processing Facility shall shred all incoming Maricopa County waste tires at that site utilizing one of the methods permitted in contract 02081 RFP.~~
- ~~• CRM will transport all shredded tires to a CRM Recycling Facility to be recycled and disposed of in one of the methods permitted in contract 02081 RFP.~~

~~To cover the additional operating expenses for processing tires received from generators located in Maricopa County, upon commencement of shredding at the Western Waste Tire Collection and Processing Facility:~~

- ~~• A surcharge of \$10.00 per ton shall be added to the then current contract tire processing fee by CRM for all Maricopa County tires received and processed (including tires received from other entities utilizing the Maricopa County contract) at the Western Waste Tire Collection and Processing Facility until a total of 25,000 tons of waste tires received from all sources are processed during any fiscal year or January 1, 2018, whichever comes first. During any fiscal year when more than 25,000 tons are processed, the processing fee shall revert to the then current contract fee for tires processed in excess of that amount. For the purposes of calculating the applicable processing fee for Maricopa County, all tires from other sources shall first be determined and then Maricopa County tires will be added to this amount to arrive at the annual tonnage processed. At the discretion of Maricopa County, any overcharges will either be refunded to the County or used to offset future processing costs.~~

~~In addition to the above stated commitments, CRM will build a new waste tire processing facility located in the western portion of the County (hereinafter referred to as the "Western Tire Recycling Facility") that will be fully operational within 18 months from the date of the County's written notification to proceed or from the date CRM receives the necessary permits to operate the Western Tire Recycling Facility from the applicable state and local governmental jurisdictions, whichever is later. CRM shall put forth all reasonable and necessary efforts to obtain the necessary permits within the 18 month timeframe specified above. CRM shall provide a monthly report to the County on all actions and efforts made to secure the required approvals. If, in the opinion of the County, the Western Tire Recycling Facility is not operational on or before 18 months have elapsed from the County's written notice to proceed due to CRM's actions, CRM will forego implementation of the surcharge for an equal period of time after the Western Tire Recycling Facility becomes operational. If the contract expires prior to the Western Tire Recycling Facility becoming operational, and if in the County opinion CRM did not expend all reasonable and necessary efforts to successfully make the facility operational, CRM shall refund to the County an amount equal to the value of the shredding surcharge (\$10 per ton) from the expiration of the 18 month written notice to proceed date to the expiration or termination of this contract.~~

The Western Tire Recycling Facility will process Maricopa County waste tires at that facility utilizing one of processing methods permitted in the contract. The processing capacity of the Western Tire Recycling Facility shall have a minimum processing capacity of 25,000 tons per year or a capacity sufficient to assure that any backlog of unprocessed tires never exceeds the limits defined in Section 4.3.2 of the Contract, whichever is mutually agreed to by both parties. Maricopa County's right to invoke this contract requirement to build the Western Tire Recycling Facility must be exercised on or before January 1, 2014.

If Maricopa County invokes its contractual right to have CRM construct the Western Tire Recycling Facility, a surcharge to cover the additional operating expenses for processing tires received from generators located in Maricopa County will be added upon commencement of processing at this facility as follows:

- A surcharge of \$20.00/ton will be added to the then current contract tire processing fee by CRM for all Maricopa County tires received and processed (including tires received from other entities utilizing the Maricopa County contract) at the Western Tire Recycling Facility until a total of 25,000 tons of waste tires received from all sources are processed during any fiscal year or January 1, 2018, whichever comes first. During any fiscal year when more than 25,000 tons are processed, the processing fee shall revert to the then current contract fee for tires processed in excess of that amount. For the purposes of calculating the applicable processing fee for Maricopa County, all tires from other sources shall first be determined and then Maricopa County tires will be added to this amount to arrive at the annual tonnage processed. At the discretion of Maricopa County, any overcharges will either be refunded to the County or used to offset future processing costs unless the contract has expired or been terminated in which case any overcharges will be refunded to the County or used to offset future processing costs.

CONTRACTOR
H.B. Takallo
H. Barry Takallo, President, CRM

May 27, 2010
Date

MARICOPA COUNTY
Don Stepley
Chairman, Board of Supervisors

Attest:
Cristina Copeland
Franklin Ferris, Clerk of the Board
DEPUTY

JUL 28 2010
Date

Approved as to Form:

David Saxon
Deputy County Attorney
Attorney for SOS

EXHIBIT B

02081-RFP-WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL

SCOPE OF WORK

~~This contract encompasses removal and final disposal of waste tires currently stockpiled, and continually deposited, at Maricopa County's two waste tire collection sites located at Queen Creek Landfill, 26402 South Hawes Road, Queen Creek, Arizona 85242; and Northwest Regional Landfill located at 195th Ave & Deer Valley Road. The types of tires at each site are:~~

- ~~• All Passenger tires Queen Creek and Northwest Regional~~
- ~~• All Semi truck tires Queen Creek and Northwest Regional~~
- ~~• All Off road tires Queen Creek and Northwest Regional~~

~~This Scope of Work is further expanded to include waste tires received from Governmental Agencies outside Maricopa County. Agencies shall be responsible for the transportation of waste tires to the Contractor. The Contractor's transportation charges are reflected under EXHIBIT A.~~

~~This scope of work includes tires received after and before awarding of the contract including but not limited to the backlog existing at both collection sites. The Contractor further agrees that Maricopa County reserves the right to change the location of these sites during the course of the contract, if needed.~~

~~The estimated stockpiles at each location as of this date are included as ATTACHMENT 1 to this SCOPE OF WORK. The stockpile of passenger tires at the Northwest Regional Landfill is of grave concern to Maricopa County. It is therefore imperative that the Contractor concentrate on removal and processing of these tires on a priority basis. To ensure reduction of this stockpile in a timely fashion, all truck and OTR tires will be processed under current Maricopa County contracts through June 30, 2003. It is the sole responsibility of the Contractor to make arrangements with the owner of Northwest Regional Landfill to remove tires during non-operating hours. Contractor shall maintain tire removal areas with appropriate dust control and cell configuration to fully comply with all Federal, State and Local laws and regulations.~~

~~Ownership of any waste tires removed from County collection sites by or on behalf of Contractor shall vest in Contractor at the time the tires leave the Maricopa County collection sites. Thereafter, Contractor shall bear full responsibility for recycling and/or disposal of said tires in accordance with all applicable law. Contractor, in addition to all other obligations under this contract, shall pay any civil penalties imposed upon the County pursuant to Arizona Revised Statutes section 44-1307 for waste tires, the ownership of which has vested in the Contractor. Contractor further agrees to pay or to reimburse the County for any costs and expenses of any nature, including reasonable attorney's fees, which the County may incur for the proper recycling and disposal of waste tires the ownership of which has vested in the Contractor, and of which the Contractor failed to recycle. The Performance Bond posted by the Contractor shall extend to ensure the performance of these obligations.~~

~~The Contractor shall supply all resources and equipment to load, unload, process and recycle tires to its final disposition by one of the methods as listed below. The mutually agreed acceptable methods of recycling are as follows:~~

- ~~1. Grinding for use in asphalt and as a raw material for other products.~~
- ~~2. Constructing collision barriers.~~
- ~~3. Controlling soil erosion or for flood, control only if used in accordance with approved engineering practices.~~
- ~~4. Retreading or recapping.~~
- ~~5. Use as playground equipment or playground cover.~~
- ~~6. Use as a building material for building construction in accordance with applicable city, town, and county building codes.~~

~~Other methods of recycling may be proposed by the Contractor as additional advancements in Civil Engineering and Technology are developed. However, the Contractor shall note that all method(s) of recycling or final disposal of waste tires must be acceptable under the statutes, rules and regulations of the~~

~~State of Arizona and the Arizona Department of Environmental Quality (ADEQ) throughout the term of this contract.~~

~~Failure to obtain necessary approvals and permits causing delay in processing of waste tires will not be considered as a legitimate excuse for delay in processing. Maricopa County is not responsible for obtaining any approvals or permits, as it is the sole responsibility of the contractor.~~

~~The Contractor agrees to the following detailed elements of work unless modified by mutual agreement and approved in writing by the Solid Waste Management Department (SWMD) of Maricopa County.~~

PHASE I

- ~~• All waste tires including current inventory and continuous influx will be loaded into trailers and transported to Crumb Rubber Manufacturers (CRM) processing facility in Los Angeles, California by registered waste tire haulers.~~
- ~~• All equipment for loading waste tires will be owned and operated by CRM or its subcontractor(s).~~
- ~~• CRM will mobilize and begin removing the waste tires within one week after receipt of notice to proceed.~~
- ~~• The Shipment of whole tires will continue until the Contractor can arrange with the owner of Northwest Regional Landfill to shred tires at the landfill. It is the sole responsibility of the contractor to acquire permissions and approvals from private and public entities to process tires.~~

PHASE II

- ~~• Subject to the approval of the Lessor of the Northwest Regional landfill, the Contractor will install at the Northwest Regional Landfill a shredder to shred waste tires into 6" primary shreds. This work shall be completed in nine weeks after receipt of notice to proceed. Shreds will then be loaded into trailers and transported to CRM processing facility in Los Angeles, California by registered haulers to produce crumb rubber. If the Contractor is unable to accomplish the shredding of the volume required by this Contract at the Northwest Regional landfill site, then whole tires in an amount necessary to meet the contract volume requirements will be loaded and shipped to its facility in Los Angeles.~~

PHASE III

- ~~• Sixteen weeks after receipt of Notice to Proceed a new shredder will be installed. This shredder will process primary shred (from Phase II) into minus ¾" granules. Contractor has an option to install the shredding equipment at the location of its choice to accomplish shredding.~~
- ~~• The ¾" granules will then be loaded into trailers and transported to CRM processing facility in Los Angeles, California by registered hauler. Contractor shall obtain all necessary approvals prior to export.~~

PHASE IV

- ~~• On or before August 1, 2003, the Contractor will discontinue shipments of Maricopa County waste tires out of Maricopa County and will start processing all Maricopa County waste tires in Maricopa County. No time extension will be allowed. Any delay in operations of this facility will constitute a default of the contract.~~
- ~~• On August 1, 2003 sufficient processing capacity shall exist in Maricopa County to process all tires such that the backlog never exceeds the limits outlined in Section 4.3.2 of the contract.~~
- ~~• On or before October 1, 2003, the current inventory of waste tires (29,700 tons) at both the NW Landfill and Queen Creek Landfill shall be completely recycled.~~

PROGRESS REPORTS

- ~~Current progress reports shall be submitted with each invoice to the Director, Solid Waste Management, or its designated representative. The progress reports shall include:~~
 1. ~~Total quantity (tons) of tires removed from both Maricopa County Waste Tire Collection Sites separated by site and type of tire, i.e., passenger, semi-truck or off-road.~~
 2. ~~Total quantity (tons) of tires transported to each recycling or final disposal site.~~
 3. ~~Total quantity (tons) of tires recycled/disposed of at each disposal site.~~
 4. ~~Verifiable documentation of recycling/disposal quantities i.e. production reports, certified affidavit, etc. from each disposal site.~~
 5. ~~Progress bar charts showing contractual project timelines versus actual.~~
 6. ~~Unforeseen and/or expected problems' causing delays in construction/production activities and planned corrective action including timeline for completion.~~

This contract encompasses the final lawful disposal of waste tires & used tires currently and continually transported to and processed at Maricopa County's Waste Tire Collection site located at 11400 E Pecos Rd. in Mesa, Arizona.

The types of tires are:

- Passenger tires
- Semi-truck tires
- Off road tires

This scope of work includes all tires received before and after December 1, 2015.

The Contractor shall supply all resources and equipment to, process and recycle tires by one the mutually agreed acceptable methods of recycling/reuse are as follows: ARS 44-1304(D).

1. Grinding for use in asphalt and as a raw material for other products.
2. Constructing collision barriers.
3. Controlling soil erosion or for flood, control only if used in accordance with approved engineering practices.
4. Retreading or recapping, or used tires.
5. Use as playground equipment or playground cover.
6. Use as a building material for building construction in accordance with applicable city, town, and County building codes.

Other methods of recycling may be proposed by the Contractor as additional advancements in Civil Engineering and Technology are developed. However, the Contractor shall note that all method(s) of recycling or final disposal of waste tires must be acceptable under the statutes, rules and regulations of the State of Arizona and the Arizona Department of Environmental Quality (ADEQ) throughout the term of this contract. Failure to obtain necessary approvals and permits causing delay in processing of waste tires will not be considered as a legitimate excuse for delay in processing. Maricopa County is not responsible for obtaining any approvals or permits, as it is the sole responsibility of the contractor.

Ownership of any waste tires shall vest in Contractor at the time the tires arrives at the Maricopa County collection site. Thereafter, Contractor shall bear full responsibility for recycling and/or disposal of said tires in accordance with all applicable law. Contractor, in addition to all other obligations under this contract, shall pay any civil penalties imposed upon the County pursuant to Arizona Revised Statutes section 44-1307 for waste tires, the ownership of which has vested in the Contractor. Contractor further agrees to pay or to reimburse the County for any costs and expenses of any nature, including reasonable attorney's fees, which the County may incur for the proper recycling and disposal of waste tires the ownership of which has vested in the Contractor, and of which the Contractor failed to recycle.

***All tires transported to Contractor facility are required to weigh in at the Maricopa County scale house**

An affidavit signed by the plant manager and certified by the CEO, CFO and/or President of the company to the fact that the recycling volumes listed in the affidavit are correct. All signatures will be duly notarized as to their authenticity. A sample format is attached as EXHIBIT D. The form of the affidavit is subject to revision as needed by the Waste Resources & Recycling (WRR) of Maricopa County. The second copy of the waste tire removal manifests will be signed by the WRR cashier/attendant. No substitution will be acceptable.

The Contractor agrees to the following detailed elements of work unless modified by mutual agreement and approved in writing by the Maricopa County - Waste Resources and Recycling Department.

Definitions

Waste Tire (ARS 44-1301(4))

A tire that is no longer mounted on a vehicle, no longer suitable for use as a vehicle tire due to wear or damage and any deviation from the manufacturer's original specifications.

ATTACHMENT 1

ESTIMATED TIRE STORAGE AS OF NOVEMBER 15, 2002

Waste Tire Collection Site	Number of Tons		
	Passenger & Light Truck	Semi-Truck	Off-Road
Queen Creek	300	50	0
Northwest	26,000	2,000	20

Waste Tire Collection Site	Number of Tons		
	Passenger & Light Truck	Semi-Truck	Off-Road
CRM Facility	20,000	0	10,000

ESTIMATED VOLUME OF INCOMING TIRES

Waste Tire Collection Site	Number of Tons per Month		
	Passenger & Light Truck	Semi-Truck	Off-Road
Queen Creek	100	20	3
Northwest	1,475	630	35

These listed quantities in this Exhibit are estimates only and do not constitute guaranteed tonnages.

EXHIBIT C

SAMPLE INVOICE FORM

Company Name:
Address:

Invoice No. _____
Purchase Order No. _____
Contract No. _____

NAME OF SITE: _____

Manifest #	Weight Ticket #	Pickup Date	Recycling Date	Type of Tire	Quantity	Price/Ton	Total Price

See Attachment Page 2

ATTACHMENT TO INVOICE.

Invoice No. _____

NAME OF SITE: _____

PASSENGER TIRES

Billing Period		Total Tires Received	Total Tires Recycled
From	To		
1/00/2000	1/18/2000		
1/19/2000	1/31/2000		
2/1/2000	2/16/200		

SEMI-TRUCK TIRES

Billing Period		Total Tires Received	Total Tires Recycled
From	To		
1/00/2000	1/18/2000		
1/19/2000	1/31/2000		
2/1/2000	2/16/200		

OFF-ROAD TIRES

Billing Period		Total Tires Received	Total Tires Recycled
From	To		
1/00/2000	1/18/2000		
1/19/2000	1/31/2000		
2/1/2000	2/16/200		

**EXHIBIT D
SAMPLE AFFIDAVIT FORM**

AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

I _____, being of sound mind, age of majority and being duly cautioned and sworn in accordance with law, make the following statements based upon personal knowledge that they are true and correct.

I am employed by _____ located at _____ in the capacity of _____.

The following amount of waste tires have been transported, recycled and/or disposed of in accordance with A.R.S. § 44-1304 (D), methods listed in **SERIAL 02081-RFP, Exhibit B**, during the period from _____ to _____ and ending _____.

NORTHWEST REGIONAL SITE

- a. _____ tons of passenger tires were recycled by _____ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP** by _____, at their plant located at _____.
- b. _____ tons of semi truck tires were recycled by _____ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP** by _____, at their plant located at _____.
- c. _____ tons of off road tires were recycled by _____ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP** by _____, at their plant located at _____.

QUEEN CREEK MESA SITE

- a. _____ tons of passenger tires were recycled by _____ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP** by _____, at their plant located at _____.
- b. _____ tons of semi-truck tires were recycled by _____ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP** by _____, at their plant located at _____.
- c. _____ tons of off-road tires were recycled by _____ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP** by _____, at their plant located at _____.
- d. _____ **8% of the incoming volume (tons) generated in Maricopa County from CRM's used tire culling operation.**

Signature Date _____

Title (CEO/President)

Subscribed and sworn to before me this _____ day of _____, 200

Notary Public
My commission expires _____

Signature Date _____

Title (Plant/Production Manager)

Subscribed and sworn to before me this _____ day of _____, 200

Notary Public
My commission expires _____

EXHIBIT E

SAMPLE LIEN WAIVER FORM

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008)

PROJECT: ~~WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL~~

- 1. ~~Northwest Regional Landfill, 19041 W. Deer Valley Rd., Wittman, AZ 85361~~
- 2. ~~Queen Creek Landfill, 26402 S. Hawes Rd., Queen Creek, AZ 85242~~

CONTRACT NUMBER: ~~02081-S~~

JOB NUMBER: _____

The undersigned has been paid and received a progress payment in the sum of \$ _____ for all labor, services, equipment or materials furnished to the jobsite or to CRM on the job of ~~WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL~~ located at the _____ Maricopa Landfill Site and does hereby release any mechanics lien, any state or federal statutory bond right, any private bond right, any claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to CRM through _____ only and does not cover any pending retention, modifications and changes or items furnished after that date.

The undersigned warrants that it either has already or will use the monies it receives from this progress payment to promptly pay in full its laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of the waiver.

Date: _____

Signature: _____

Title: _____

Address: _____

EXHIBIT F

TIRE REMOVAL AND RECYCLING SCHEDULE

NORTHWEST REGIONAL SITE								
DATE	Estimated Tons	Incoming			Accum Gain	Minimum Removal	Remaining Balance	
		Pass	Semi	OTR				
01/31/2003	29,700	1,475			31,175	2560	28,615	
02/28/2003		1,475			30,090	3460	26,630	
03/31/2003		1,475			28,105	3460	24,645	
04/30/2003		1,475			26,120	4360	21,760	
05/31/2003		1,475			23,235	3460	19,775	
06/30/2003		1,475			21,250	3460	17,790	
07/31/2003		1,475		630	35	19,930	3460	16,470
08/31/2003		1,475		630	35	18,610	4360	14,250
09/30/2003		1,475		630	35	16,390	3460	12,930
10/31/2003		1,475		630	35	15,070	3460	11,610
11/30/2003		1,475		630	35	13,750	3460	10,290
12/31/2003		1,475		630	35	12,430	4360	8,070
01/31/2004		1,475		630	35	10,210	3460	6,750
02/29/2004		1,475		630	35	8,890	3460	5,430
03/31/2004		1,475		630	35	7,570	4360	3,210
04/30/2004		1,475		630	35	5,350	3470	1,880

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QUEEN CREEK SITE							
DATE	Estimated Total Tons	Incoming			Accum Gain	Minimum Removal	Remaining Balance
		Pass	Semi	OTR			
01/31/2003	400	100	20	3	500	140	360
02/28/2003		100	20	3	460	140	320
03/31/2003		100	20	3	420	140	280
04/30/2003		100	20	3	380	140	240
05/31/2003		100	20	3	340	140	200
06/30/2003		100	20	3	300	140	160
07/31/2003		100	20	3	283	140	143
08/31/2003		100	20	3	266	140	126
09/30/2003		100	20	3	249	140	109
10/31/2003		100	20	3	232	140	92
11/30/2003		100	20	3	215	140	75
12/31/2003		100	20	3	198	140	58
01/29/2004		100	20	3	181	140	41
02/29/2004		100	20	3	164	140	24
03/31/2004		100	20	3	147	140	7
04/30/2004		100	20	3	130	130	0

0

TOTAL BOTH SITES							
DATE	Estimated Tons	Incoming			Accum Gain	Minimum Removal	Remaining Balance
		Pass	Semi	OTR			
01/31/2003	30,100	1,575	20	3	31,675	2,700	28,975
02/28/2003	0	1,575	20	3	30,550	3,600	26,950
03/31/2003	0	1,575	20	3	28,525	3,600	24,925
04/30/2003	0	1,575	20	3	26,500	4,500	22,000
05/31/2003	0	1,575	20	3	23,575	3,600	19,975
06/30/2003	0	1,575	20	3	21,550	3,600	17,950
07/31/2003	0	1,575	650	38	20,213	3,600	16,613
08/31/2003	0	1,575	650	38	18,876	4,500	14,376
09/30/2003	0	1,575	650	38	16,639	3,600	13,039
10/31/2003	0	1,575	650	38	15,302	3,600	11,702
11/30/2003	0	1,575	650	38	13,965	3,600	10,365
12/31/2003	0	1,575	650	38	12,628	4,500	8,128
01/31/2004	0	1,575	650	38	10,391	3,600	6,791
02/29/2004	0	1,575	650	38	9,054	3,600	5,454
03/31/2004	0	1,575	650	38	7,717	4,500	3,217
04/30/2004	0	1,575	650	38	5,480	3,600	1,880

The estimates is based upon using
 165 tons passenger, 264 tons per semi truck and 360 tons for OTR per cell.

C-13-16-023-7-00

SERIAL 02081-RFP

AMENDMENT No. 3

To

SERIAL 02081-RFP WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL

Between

CRM of America, LLC
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and CRM of America, LLC ("Contractor") entered into a Contract for the removal and final disposal of waste tires services dated November 20, 2002 ("Agreement") and effective January 2, 2003, County Contract No: 02081-RFP.

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions; the County will exercise the remaining five (5) year renewal term, extending the contract period of performance until 31st day of December, 2022.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Additions to the contract appear in **bold** and deleted language appears strikethrough.

The following Sections of the contract are changed as indicated in the attached document.

Section 1.1- Date changed.

Section 2.0- Added section to contract.

Section 3.0- Added language to section 3.2.1 and 3.3

Section 4.0- Added section to the contract

Section 6.0- Added sections 6.1.1, 6.1.2 through 6.1.2.16, strikethrough old insurance language.

Section 7.4- Added language to section 7.4.4, added section 7.4.5 through 7.4.6

Section 7.6- Added section to contract

Section 7.7- Added section to the contract

Section 7.8- Added section to the contract

Section 7.12- Added section to the contract

Section 7.14- Added language to this section

Section 7.15- Added language to this section and strikethrough non-applicable language.

Section 7.16- Added section to the contract

Section 7.20- Added section to the contract

Section 7.21- Added section to the contract

Section 7.22- Added section to the contract

Section 7.23- Added section to the contract

Section 7.25- Added section to the contract

Exhibit A – Strikethrough "Other Services"

Exhibit A (Amendment #2)- Strikethrough the whole section

Exhibit B (Replaced)

Exhibit D- Strikethrough "Northwest Regional Site" added language to "Queen Creek Site"

Exhibit E- Strikethrough whole section

Exhibit F- Strikethrough whole section

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when approved by Maricopa County Office of Procurement Services.

CRM of America, LLC

H. B. Takallou
Authorized Signature

H. Barry Takallou, President, CRM
Printed Name and Title

11400 E. Pecos Road, Mesa, AZ 85212
Address

12/2/2015
Date

MARICOPA COUNTY

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

DEC 14 2015
DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD 12/09/15

DEC 14 2015
DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

December 9, 2015
DATE

CRM OF AMERICA CO LLC, 11400 E. PECOS ROAD, QUEEN CREEK MESA, AZ 85242 85212
15800 SOUTH AVALON BOULEVARD, RANCHO DOMINGUEZ, CA 90220

PRICING SHEET-NIGP CODE 45064

Terms: NET 30

Vendor Number: **W000004062 X**

Telephone Number: ~~480/987-3006~~ **949-263-9100**

Fax Number: ~~480/987-0965~~ **949-263-9110**

Contact Person: ~~Dawn Helms~~ **H. Barry Takallou**

E-mail Address: ~~dhelms@crmrubber.com~~ **btakallou@crmrubber.com**

Certificates of Insurance Required

~~Performance Bond Required~~ ~~—————~~ ~~\$500,000.00~~

Contract Period: To cover the period ending **December 31, January 01, 2013-2018 2022**