

**RESOLUTION APPROVING AN AGREEMENT WITH PENNOHIO CORPORATION FOR 2022 TIRE AMNESTY COLLECTION EVENT**

WHEREAS, Jake Brand, Director of Community Services and Planning, has presented an agreement for the approval of the Board, to-wit:

**Provider:** PennOhio Corporation, 4813 Woodman Ave, Ashtabula OH 44004

**Project:** 2022 TIRE AMNESTY COLLECTION EVENT

**Cost:** **Not to exceed**, \$49,999.00

**Term:** Begins upon signing and terminates December 31, 2022

THEREFORE, BE IT RESOLVED, By the Board of Solid Waste Directors of Ashtabula County, Ohio, that the agreement outlined above is hereby approved in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2022-3SW**

**April 05, 2022**

**RESOLUTION APPROVING AN AGREEMENT WITH PENNOHIO CORPORATION  
FOR THE 2022 TIRE AMNESTY COLLECTION EVENT**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

**VOTE:**

<b>J.P. Ducro IV</b>	<b>Aye</b>
<b>Casey R. Kozlowski</b>	<b>Aye</b>
<b>Kathryn L. Whittington</b>	<b>Aye</b>

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**ASHTABULA COUNTY SOLID WASTE DISTRICT**  
**REQUEST FOR QUOTE FOR**  
**TIRE COLLECTION & RECYCLING SERVICES**

Ashtabula County Solid Waste District (hereinafter referred to as the "District") is soliciting quotes for proper collection, transportation, recycling and/or disposal of scrap tires for special recycling events in May of 2022, 2023, and 2024.

Interested contractors should read through this Request for Quote (RFQ) in its entirety. If you choose to respond, please fill out the required information at the conclusion of this RFQ, sign and return your quote by **February 25, 2022**. Responses can be sent to:

Ashtabula County Solid Waste District  
25 W. Jefferson Street Jefferson,  
OH 44047

All inquiries concerning this RFQ should be directed to Jake Brand, Director, via email at [jabrand@ashtabulacounty.us](mailto:jabrand@ashtabulacounty.us).

- 1. PURPOSE:** The District is seeking a contractor to hold a tire collection events over three consecutive years. The event will be designed so that Ashtabula County residents may bring used tires to a specific location for recycling. The collection event has historically been held on a Saturday in May at the Ashtabula County Fairgrounds, and that is the intended format of this RFP. Additional formats (multiple days, different routing, locations, etc.) may be submitted as alternates that are beneficial in cost and service offered to Ashtabula County residents. The District will serve as the agent in soliciting and evaluating quotes, and working with the selected contractor to ensure a successful collection event.

Mandatory tires to be accepted include: All off-rim tires equal or less than 22 inches. Tires will only be accepted from Ashtabula County residents. Residents are permitted to recycle up to ten (10) tires. No businesses will be permitted to participate.

Tires on rims may be accepted if no additional cost to the County and is advantageous to the selected vendor.

Quotes are being solicited from qualified contractors to provide all necessary labor, equipment, transportation, processing, and recycling/disposal of tires collected during the event.

- 2. BACKGROUND:** The District includes an estimated 97,500 residents and 37,832 households. Historic received tonnages were as follows: 2019 - 69.83 tons; 2021 53.72 tons. These tonnages resulted from a majority being passenger and light truck tires. However, the District does not make any guarantee as to the maximum or minimum amount of tires that will be collected. Expedient cleanup and management of roll off or trailer capacity is left to the vendor. The collection will serve to reduce the number of illegal tire accumulations in the County and help eliminate places for mosquitoes to breed.

**3. SUBMITTALS:** Quotes must be in paper form as well as digitally on a USB flash drive, placed in a sealed envelope labeled “2022 Ashtabula County SWD – Tire Amnesty RFQ” to Ashtabula County Solid Waste District, 25 W. Jefferson St., Jefferson, OH 44047. Quotes must be received not later than **2:00 pm, on February 25, 2022**. Quotes received after this time will not be accepted. Oral quotes will not be accepted.

**4. SCOPE OF WORK:**

The District will provide the following support to the contractor for the event:

1. Secure a location for the event – the Ashtabula County Fairgrounds.  
Location Secured: May 14, 2022 (May 28, 2022 backup)  
May 13, 2023 (May 20, 2023 backup)  
May 11, 2024 (May 18, 2024 backup)
2. Advertise the event via newspaper and digital methods;
3. Provide staffing for collection of fees from event participants, survey participants, and pass out educational materials (estimated 3-5 staff);
4. Display signs for residents directing them to the site; Provide minimal cones to direct traffic on-site; and
5. Provide access to restrooms to be used by Ashtabula County employees, volunteers, and contractor’s employees.

The Contractor responsibilities are as follows:

1. Provide sufficient labor, equipment, and site layout plan necessary to unload tires from participant’s vehicles and load into semi-trailers and/or roll-off containers. The site layout plan and traffic routing will be submitted as part of this RFQ package and shall be approved by the SWD. **This shall result in an average vehicle wait time of 15 minutes or less, and a peak wait time of 30 minutes,** while also ensuring participant queuing does not back up onto area roadways;
2. Provide a sufficient number of appropriate receptacles (semi-trailers/or roll-off containers) ready to load prior to start of the event;
3. Provide site cleanup: all tires, debris, semi-trailers and/or roll-off containers, and operating equipment removed from the site within eight hours of the conclusion of the event. This will include fixing ruts/drive areas that may have occurred as a result of this event to the satisfaction of the site host.
4. Manage all tires in accordance with all applicable local, state and federal regulations.

NOTE: Reasonable alternatives to the proposed scope of work will be considered.

**(a) CONTRACTOR ASSUMPTION OF GENERATOR AND SHIPPER STATUS:**

Project participants will transport the tires to the collection site. Upon removal of tires from the delivery vehicle, the contractor will expressly assume the status and obligations of a “generator” and a “shipper” for all shipments of tires collected, as those terms are defined in the applicable DOT and U.S. EPA regulations. The District and the project participants will not be required to obtain generator numbers.

5. **SIGNATURE OF QUOTES:** The District requires the signature on quote documents to be that of an authorized representative of said company. Each proposer, by submitting their quote, represents that they have read and understands the quote documents.
6. **DEFAULT:** In case of default by the successful proposer for failure to comply with the quote documents or the contract, the District may procure the articles or services from other sources.
7. **RISK OF LOSS:** The contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.
8. **INDEMNIFICATION:** The contractor agrees to indemnify, save harmless and defend the County, the District, its agents, host entities, their representatives, officers, and employees, and eligible participants, and each of them against any and all lawsuits, claims, demands, liabilities, losses, expenses, and actions, including court costs and attorney's fees, for or on account of any injury to any person, or death at any time resulting from such injury, or any damage to property or the environment, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

The acceptance by the District, or its respective representatives, of certifications of insurance provided for other or different coverage than therein provided to be furnished shall in no event be deemed to be a waiver of any of the provisions of this indemnity agreement.

9. **ASSIGNMENT AND SUBLET OF CONTRACT:** The contractor shall not sublet or assign this contract, or any portion thereof, without prior written consent of the District.
10. **SUBCONTRACTORS:** Contractor may utilize other individuals or companies to perform various portions of the work required under this contract. The District reserves the right to approve all subcontractors, which approval shall not be unreasonably withheld. If names of subcontractors are known at the time of quote submission, Contractor should list them on the Quote Forms. If subcontractors are not immediately known, their names must be submitted prior to award of contract.
11. **CONFLICT OF INTEREST:** By submitting a quote, the contractor certifies that no person holding any Ashtabula County office, elected or appointed, has any direct or indirect interest in this contract, or in any transfer of benefits from this contract.

- 12. SEVERABILITY:** In case one or more of the provisions contained in this contract shall be held to be illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
- 13. COST OF SERVICES:** The cost of the services to be provided by the contractor under this agreement shall be consistent with the fee schedule and quote price worksheet submitted along with the quote. The processing, labor and transportation costs specified on the quote price worksheet and/or fee schedule shall remain constant throughout the term of the contract.
- 14. PAYMENT:** The contractor shall submit an **itemized** invoice(s) to the District detailing all items for which payment is being sought within 30 days of event (at minimum, hauling, disposal charged per unit of weight, labor). Required with the invoice(s) are receipts from an approved disposal facility showing proper disposal of tires collected during the event. Payment term shall be net 30 days.
- 15. ESTABLISHED BUSINESS:** To be considered responsive, the bidder must, at the time of bid quote be an established business firm with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this RFQ. Proof may be required upon request by the District.
- 16. PERFORMANCE BONDS:** The successful bidder will be required to furnish a performance bond to the District in the amount of 100% of Contract Price, the condition of which shall be the full and complete execution and performance of each and all terms contained in the Agreement set forth in **Attachment C** hereto. The entire cost of the bond(s) shall be paid for by the contractor. The Contract Price shall be the “not to exceed” amount set forth in Section 1 of Article II of **Attachment C**.
- 17. INSURANCE REQUIREMENTS:** The successful bidder will, at its own expense, be required to obtain and keep in force General Liability, Automobile, Workers’ Compensation, Employer’s Liability, and Pollution Liability Insurance in the amounts and pursuant to the requirements stated in Article VI, Sections 2 through 6 inclusive of the Agreement set forth in **Attachment C**.
- 18. QUOTE REQUIREMENTS:** Each bidder must present a quote which addresses, at a minimum, the following information. All information included in the quote must be presented in the order listed below:
- A. Bidder Identification and References**
1. The bidder must specify the name of the firm and individual submitting the quote, street address, mailing address, telephone number, and the key individual who will be responsible for the project, if awarded a contract. If the firm or

individual has its home office in another state and a regional office for Ohio, the quote must identify street address, mailing address, and telephone number of each. If the firm or individual's accounting and contract office differs from above addresses, this address, telephone number, and contact must be specified. All subcontractors to be used must be identified and the street address, mailing address and telephone number must be provided for each. The bidder and all subcontractors must be incorporated in or authorized to do business in the State of Ohio.

2. The bidder must describe its company or corporate qualifications and prior experience in conducting similar projects or waste handling activities.
3. The bidder must provide three (3) references of most recent customers receiving similar Tire Collection services as described in this RFQ.

**B. Project Description, Operations and Management:** Quotes must describe in detail methods by which the bidder will:

1. Provide experienced on-site managerial personnel at each tire collection event. Quotes must include the names and qualifications of the key managerial personnel that will manage the District's collection event(s).
2. Provide experienced and sufficient labor at each tire collection event to provide for efficient unloading of vehicles and materials handling. Quotes must specify the total number of personnel to be provided for the District's collection event and must verify if the personnel to be provided are regular employees of the company or temporary or outsourced workers.
3. Prepare and set up the collection site(s) in collaboration with District. Quotes must provide a typical site layout and setup plan which details the traffic flow patterns; the tire unloading, bulking, and loading areas; and the location of storage areas, tire disposal and transportation containers; number and type of heavy equipment (loaders) if used;
4. Provide all necessary supplies and equipment necessary for the unloading, bulking, and loading areas of all tires collected. Quotes must describe all to be provided and utilized;
5. Conduct safety procedures at the collection site(s). Quotes must include a description of the bidder's safety plan that ensures environmental and public safety;
6. Keep records of total net weight in pounds of tires collected at each tire collection event. Quotes must describe in detail how and where all tire materials will be weighed and how the net weight of the tire materials will be established

and recorded for billing purposes. Net weight of tire materials should exclude the contractors packing materials and containers, overpack containers, trucking containers and hauling vehicles.

7. Ensure the security of the accumulated tires while in temporary storage, including a description of each storage location and degree to which storage facility meets requirements of applicable state and federal regulations;
8. Provide for disposal or recycling of all tires collected at event.
9. Restore the collection site to the satisfaction of the District and host site.

**C. Transporting:** Quotes must include the following:

1. Copies of the bidder's DOT permit to transport tires pursuant to OAC 3745-27-56. Copies of permits must also be included for any subcontractors to be used for transportation services;
2. A description of the vehicles which will be utilized to transport the tires to the facilities;

**D. Recycling, Treatment and/or Disposal:** Quotes must describe in detail the following:

1. The facilities which will be used for final treatment and/or disposal, including any state and/or federal permit status and compliance status; The bidder must provide the names and addresses of all recycling facilities and all treatment, storage and disposal facilities (TSDF) to be utilized.

**E. Pricing:** Quotes must set forth the cost per pound (unless otherwise noted) in 1/2 cent multiples to be paid by District to the bidder for the net weight of all tire materials collected during each Collection Event and transported, recycled, and/or disposed of by the bidder.

**19. BID EVALUATION:** Quotes will be considered on the basis of the following:

- The total cost to be paid to the bidder for the tire material actually collected during each Collection Event and transported, recycled and/or disposed of by the bidder;
- Company or corporate qualifications, including demonstrated prior experience in similar projects or waste handling activities;
- Key individual qualifications of those persons who will be on site and responsible for the execution of the project;

- A demonstration in the quote that the bidder can successfully implement and complete each collection event by providing sufficient, trained personnel, expertise, equipment, and facilities for the safe and proper collection, identification, storage, packaging, labeling, transporting, treatment, disposal and record keeping
- Responsiveness, completeness and quality of the Quote;
- Compliance with applicable federal and state laws and rules:
- Positive performance review by three (3) references of most recent customers receiving similar services as described in this RFQ.
- Availability on proposed dates.
  - o May 14, 2022 (May 28, 2022 backup)
  - o May 13, 2023 (May 20, 2023 backup)
  - o May 11, 2024 (May 18, 2024 backup)

**20. BASIS FOR REJECTION OF QUOTES:**

- A. The District reserves the right to reject any and all bids. Any quote submitted in response to this RFQ may be rejected from consideration by the District if:
1. The quote does not contain substantially all information as requested in this RFQ as necessary for the evaluation as indicated above; or
  2. The person or firm has been suspended, debarred or voluntarily excluded under 40 CF Part 32; or
  3. The quote does not demonstrate the contractor's ability to perform the work tasks as specified.

This RFQ does not represent a commitment or offer by the District to enter into a contract with a respondent. The District reserves the right to reject any and all quotes and to solicit new quotes, to request additional information from respondents to further negotiate the terms of engagement for the selected respondent, and to waive any requirements of these specifications.

**21. CERTIFICATION OF CONTRACTOR:** The undersigned certifies that he or she is an authorized representative able to submit a quote on behalf of his/her company.

In addition, the undersigned certifies that, if selected, all tires collected will be recycled and/or disposed of properly in compliance with all applicable federal, state and local transportation and environmental regulations.

By: \_\_\_\_\_  
Signature Printed Name Title

\_\_\_\_\_  
Company Name Date

**ADDITIONAL INFORMATION SHEET:**

Please list equipment you will utilize on-site, quantity, types and sizes of trailers or containers to be used for tire transport, etc.

- We will utilize 120 yard trailers (12 trailers onsite with possibility for more switch trailers)

How many laborers are you proposing to use for unloading of tires from participant's vehicles?

- We intend on providing 24 personnel for unloading / loading of tires into trailers

Based upon your experience, how many off-rim tires would you be able to haul per semi-trailer?

- In 2021, we disposed of 53 tons of tires with 10 loads ( up to 20 ton per load)

Name of Site receiving tires:

- ProWaste Transfer and Recovery Center

What type of end market(s) will be receiving the tires (such as tire-derived fuel, ground rubber, etc.)?

- Shred - recycle / Landfill disposal

List name(s) and contact information for any proposed Subcontractor(s):

- Adams Services – Heavy Equipment Loader
- Pro Waste Services – Transportation and Disposal
- HEPA Environmental – Labor Supply

Any additional layout or format that the proposed bidder feels would be more beneficial to the Ashtabula County Solid Waste Management District.

**ENVIRONMENTAL COMPLIANCE HISTORY.** Contractor will also provide an environmental compliance history. Specifically, the contractor must list and explain all convictions and citations brought against your firm, parent company or any subsidiaries by units of government in Ohio or other states for violations of any applicable tire collection, processing, and disposal regulations over the previous three (3) years. Failure to provide accurate information will result in a rejection of the quote and may be considered to be a breach of contract by the proposer if such failure is discovered after the contract is awarded.

**ENVIRONMENTAL COMPLIANCE**

List all Convictions or Citations over the previous 3 years:

# **PennOhio**

Waste Processing & Equipment

2/21/2022

**Attn: Ashtabula County Solid Waste District  
Re: Tire Collection and Recycling Services RFQ**

The following quote outlines costs associated with the collection, transportation, and disposal of tires. Disposal, labor, and transportation pricing includes all taxes and environmental fees:

### **Additional Insurance**

Attached are the current levels of insurance held by PennOhio, any additional coverage needed will be added at the expense of Ashtabula County SWD at the rate of:

**\$15,500.00 for year 1      \*\*Year 2 and 3 are subject to change\*\***

**\*\*If the insurance limit set forth in the RFQ can be lowered to meet PennOhio's current coverage, there will be no additional cost \*\***

### **Disposal**

**Disposal (Tires- passenger off rim)      \$305.00 Per Ton**

### **Transportation:**

**Transportation of 120-yard walking floor trailers      \$1,875.00 per load**

### **Labor and Equipment**

**Mobilize front-end loader w/operator      \$1,600.00 per day  
Labor for full day (24 laborers to load trailers)      \$16,200.00 per day**

**Russ Nank  
The PennOhio Corporation  
4813 Woodman Avenue  
Ashtabula, OH 44004  
Cell: 440-645-8313**

## AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between the Ashtabula County Solid Waste District, a political subdivision organized and existing under the laws of the State of Ohio (hereinafter the "District") and The Penn Ohio Corporation organized and existing under the laws of the State of Ohio (hereinafter the "Contractor") (hereinafter collectively the "Parties").

### RECITALS

WHEREAS, the District has, pursuant to Sections 3734.54 and 3734.55 of the Ohio Revised Code, prepared, adopted, and received approval from the Director of Environmental Protection for a solid waste management plan (the "Plan"), to provide adequate solid waste recycling and disposal capacity and sound solid waste management alternatives to households and businesses within the geographic boundaries of the District; and

WHEREAS, one of the strategies adopted pursuant to the Plan is to provide opportunities for the collection of tires in a manner other than disposal in a municipal solid waste landfill facility; and

WHEREAS, the District wishes to facilitate a tire recycling and/or disposal program (the "Program") wherein households are offered an opportunity to turn in tire(s) for proper recycling and/or disposal; and

WHEREAS, the District initiated a request for quotes for the collection ("RFQ"), transportation, recycling and/or disposal of tires; and

WHEREAS, the District made its award to the Contractor based on its response to the RFQ (the "Contractor's Quote") and the District has determined to enter into this Agreement pursuant to the Contractor's Quote; and

WHEREAS, the Contractor has the necessary personnel, experience and expertise to organize and oversee all phases of collection, recycling and/or disposal of tires for the Program.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the District and the Contractor agree by and between themselves as follows:

#### **Article I - Statement of Work**

1. During the term of this Agreement, the Contractor shall organize and perform the services set forth in this Article I of this Agreement and further set forth in the RFQ issued by the District and the Contractor's Quote which are hereby made a part of this Agreement. Such services shall be performed on collection days ("Tire Collection Event") during the term of this Agreement.
2. The Contractor shall furnish the necessary trained personnel, equipment, and other services to assure the satisfactory performance of the work hereunder.
3. The Contractor agrees to assign one project manager to assure the satisfactory performance of the work hereunder and to serve as the primary contact for the District.

4. The Contractor shall cooperate with the District in planning, organizing and publicizing its Tire Collection Event. The Contractor shall also cooperate with the District in the scheduling of the Tire Collection Event and in the selection of a location which shall serve as the collection site (the "Collection Site"), and shall make all necessary arrangements to secure satisfactory ingress and egress to such locations for households participating in the Program.
5. The Contractor agrees to accept all materials turned in by households at the Tire Collection Event except for those materials explicitly stated to be unacceptable in the Contractor's Quote and except for those materials the District desires to recycle or dispose independent of this Contract. If any of the accepted materials were not included in the price list provided in the Contractors Quote then the pricing for such items shall be negotiated and agreed upon between the District and the Contractor within two working days of the Tire Collection Event and prior to invoicing.
6. The Contractor shall provide for mobilization to and demobilization from the Collection Site(s), and shall assure that all such Collection Sites are returned to the same condition they were in prior to their use for the Program. The Contractor will be responsible for unloading vehicles. The Contractor will be responsible for providing all packing materials, packing containers, shipping containers, and shipping vehicles. The Contractor will be responsible for sorting, maintaining inventories, packaging, storing, and transporting the tires to recycling or treatment, storage and disposal facilities. The Contractor will be responsible for site safety, preparation, and security, including placement of berms, tarping the areas, and arranging for awnings to be put up if necessary, cleanup, and site restoration. All tires must be transported off-site by the end of each Tire Collection Event.
7. The Contractor shall assure that all materials are properly classified, packaged, manifested, loaded, and segregated in accordance with United States Department of Transportation ("DOT") regulations, United States Environmental Protection Agency ("U.S. EPA") regulations, and any other federal, state, or local laws, rules, regulations, or ordinances governing the packaging, shipment, and recycling and disposal of such materials. The Contractor expressly assumes the status and obligations of a generator and a shipper for all shipments of tires collected as part of the Program, as those terms are defined in the applicable DOT and U.S. EPA regulations.
8. The Contractor shall provide for transportation of all tires collected during the Tire Collection Events to a designated and permitted treatment, storage and disposal facility, or a properly permitted recycling facility, as required by federal, state, and local laws and regulations. All collection, recycling and/or disposal services rendered shall be F.O.B. and prepaid to any destination.
9. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The District agrees to cooperate fully with the Contractor to minimize any safety risks during the Contractor's performance of the services provided hereunder, including, but not limited to, assuring that any employees or agents of the District present at a Collection Site use appropriate personal protective equipment, follow restricted area rules, and follow appropriate waste handling procedures, as instructed by the Contractor.

10. The Contractor may, from time to time as it deems appropriate, communicate specific requests to the District concerning the performance of the work under this Agreement. Upon such notice, the District shall use its best efforts to fulfill such requests. These requests are for the sole purpose of performing the specific tasks necessary to ensure satisfactory completion of the work described in this Agreement, and shall not be deemed to amend or alter this Agreement or any part thereof.

#### **Article II - Consideration**

1. Upon completion of each Collection Event, the District will pay the Contractor for the sum total (actual net weight in pounds) of all materials collected according to the price list attached as Exhibit A.1. Exhibit A.1. sets forth the price per pound to be charged for each Tire material. The total amount paid to the Contractor during the term of this Agreement shall not exceed \$ 49,999.00.
2. Within thirty (30) days following the conclusion of a Tire Collection Event, the Contractor will submit to the District an invoice for payment. The invoice shall contain:
  - a. the name of the Contractor and Federal ID number;
  - b. the invoice date;
  - c. the date(s) and location of the Tire Collection Event;
  - d. an itemized listing of the actual pounds (net weight) of tires collected. This list and charges must conform the price list attached as Exhibit A.1.; the total amount due the Contractor; and copies of weight slips from a certified scale documenting the gross and tare weights for all shipments of tires delivered to the recycling facility or the treatment, storage and disposal facility.
3. The District shall make payment to the Contractor within sixty (60) days of receipt of a properly completed invoice.

#### **Article III - Required Records**

1. Any records kept on the Program by the Contractor or the District shall be kept in a manner so that they can be readily located by the Contractor or the District. The Contractor shall maintain a complete record of each Tire Collection Event ("Required Records") including the total number of vehicles; the total pounds of tires collected at each Collection Site; copies of all manifests, shipping papers, shipping container device and number, waste characteristics and other information required by federal, state, or local laws and regulations; a record of each destination facility and copies of disposal certificates, in order to fully account for all tires from the point of collection (the "Source") to the point of recycling or treatment and disposal; and certificates of final treatment and/or disposal. The Contractor shall maintain the Required Records for at least five (5) years following completion of the Program, and shall notify the District prior to the destruction of any Required Records, and offer the District the opportunity to obtain copies of any such records.

#### **Article IV - Taxes, Fees, Permits and Licenses**

2. The Contractor shall pay for and maintain in current status any and all taxes which are necessary to contract performance, at no additional cost to the District.

3. The Contractor shall pay for and maintain in current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for fees, assessments or charges and to immediately comply with changes or regulations during the entire term of this Agreement.
4. The Contractor shall secure and maintain any licenses and permits necessary for transportation of tires in Ohio and any other states through which tires will be transported.

**Article V - Responsibilities**

1. The Contractor shall become familiar with and abide by current federal laws and regulations, state statutes and rules, and local ordinances which could impact pricing or performance. The Contractor shall comply with all applicable federal and state laws and regulations and all subsequent amendments thereof.

**Article VI - Performance Bond and Insurance**

1. The Contractor shall, at its own expense, furnish a performance bond in the amount of 100% of the not to exceed amount set forth in Section 1 of Article II of this Agreement, the condition of which shall be the full and complete execution and performance of each and all terms contained in this Agreement. The performance bond must be received by the District before contract services begin.
2. The Contractor shall, at its own expense, obtain and keep in force General Liability, Automobile, Workers' Compensation, and Employer's' Liability Insurance in amounts as stated below to satisfy all claims that might arise from its acts or those of its employees and agents until completion of this Agreement. Within fifteen (15) days of the effective date of this Agreement, but prior to the collection date, the Contractor shall furnish the District copies of insurance certificates evidencing that such insurance is in effect. The District reserves the right to verify the effectiveness of the Contractor's insurance while this Agreement is in effect. Failure to provide such certificates may result in cancellation of this Agreement. All required insurance except that provided under pollution liability policies shall be on an occurrence basis which ensures coverage for the period of insurance even if the claim is made after the insurance period. Umbrella liability insurance may be used to cover excess liability beyond the coverage limits of underlying insurance in order to satisfy the insurance requirements so long as the umbrella insurance has separate limits applicable to general liability and automobile liability; and, the District is additionally insured under the umbrella policy to the same extent as under the underlying insurance.

<u>Description</u>	<u>Each Occurrence</u>
General Liability: Combined Bodily Injury and Property Damage	\$1,000,000

Automobile:  
Combined Bodily  
Injury and Property  
Damage \$1,000,000

Worker's Compensation: As statutorily required  
Employer's Liability: \$1,000,000

1. Insurance policy(ies) shall include the following provisions:
  - a. Except for worker's compensation, the District shall be additionally insured to the extent of the Contractor obligation to indemnify the District.
  - b. The Contractor's policies shall be primary over any other valid and collectable insurance for those acts and omissions arising out of the Tire Collection Event.
  - c. A forty-five (45) calendar day written notice shall be given to the District prior to termination of or any material change to the policies as it relates to this Agreement; provided that thirty (30) calendar days written notice shall be given for surplus line insurance cancellation; provided further that in the event of cancellation for non-payment of premiums, such notice shall not be less than ten (10) calendar days prior to such date.
3. The coverages set forth above shall protect against claims for personal injury; bodily injury, including illness, disease and death; claims under workers' compensation, disability benefits, and other similar employee benefit acts; and claims for property damage caused by an occurrence arising out of or in connection with the performance of this service by the Contractor or any of his employees.
4. The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.
5. The Contractor shall list the property owner as additionally insured on its general and automobile liability policies. Such policies may contain a provision limiting the Contractors liability to damages approximately caused by the Contractors or any of its employees, agents or representatives.

#### **Article VII - Relationship of the Parties**

1. It is expressly understood that the District and the Contractor are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.

2. Pursuant to the U.S. EPA and DOT regulations relating to tire recycling or disposal, the Contractor assumes the status and obligations of a generator and shipper for all tires collected during this Program under the terms of this Agreement. The Contractor shall be responsible for or shall require its subcontractor(s) to be responsible for filing any notifications and/or securing any permits, licenses, or other authorizations required to carry out the Program.

#### **Article VIII - Indemnity and Notice of Pending Actions**

1. The Contractor shall indemnify and hold harmless the District for any and all claims, damages, lawsuits, costs, judgments, expenses or any other liabilities (including attorneys' fees) to the extent such arise as a result of the services performed by the Contractor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract.
2. Upon receipt of notice of the commencement of any action whose outcome may affect the rights, powers, obligations, or privileges granted under this Agreement, the Party receiving notice shall provide a copy of the claim, demand, or notice within three (3) business days to the other Party, who shall have the right, but not the obligation, to appear in and defend such actions at its own expense.

#### **Article IX - Conditions and Warranties**

1. The Contractor warrants it has the necessary background, training, and skills required for performance and completion of the tasks and services set forth herein and will use its best efforts in the performance of the Statement of Work of this Agreement. Best efforts shall be defined as being efforts performed in a workmanlike manner according to the highest professional standard for the purpose intended. There will be no breach of this covenant if the Contractor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.

#### **Article X - Termination or Suspension of Performance**

1. Both Parties may terminate this Agreement, in whole or in part, at any time and for any reason by giving a written termination notice to the other Party at least thirty (30) days prior to the date of termination.
2. Except in the case of delay or failure resulting from a Force Majeure event (as defined below), either Party shall be entitled, upon five (5) days prior written notice, to cancel this Agreement in its entirety, for breach of any of the terms, and to have all other rights against the other Party by reason of such breach as provided by law. A Breach shall mean, but shall not be restricted to, any one or more of the following events:
  - a. failure to make payments on properly presented invoices according to the terms set forth in Article II - Consideration.
  - b. breach of any warranty, or failure to perform or comply with any term of this Agreement;

- c. insolvency or any other unsound financial condition so as to endanger performance hereunder;
  - d. failure to provide services as described in Article I - Scope of Work.
3. A Force Majeure shall mean such circumstances and events as are beyond the reasonable control of a Party, including, but not limited to: acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable or unpreventable breakage or failure of machinery or apparatus; national defense requirements; or unforeseeable or unpreventable labor trouble, strike, lockout or injunction. During a Force Majeure event, the performance of any obligation or service due under this Agreement may be suspended, provided that notice is provided by the Party claiming Force Majeure to the other Party as soon as practicable. Such notice shall include a description of the circumstances justifying suspension of performance, the anticipated duration of suspension, and the steps being taken to resume performance under this Agreement as soon as practicable. All reasonable efforts shall be made to minimize the duration of any suspension of performance (provided that neither party shall be required to settle or prevent a labor dispute or legal action against its own best judgment).

**Article XI - Contract Changes, Breaches**

- 1. Except as otherwise provided in Article XVI, no change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.
- 2. No term or provision of this Agreement shall be deemed waived and no Breach excused unless the waiver or consent is in writing and signed by both Parties to this Agreement. Either Party may at its discretion, in event of a Breach, notify the other Party of the Breach and allow it a time specified to correct the Breach.

**Article XII - Conflict and Severability**

- 1. In the event of conflict between this Agreement and applicable laws, regulations, or orders of any competent authority having jurisdiction, or in the event of any conflict between such applicable laws or regulations or orders, the most stringent legally binding requirement shall govern and be considered as a part of this Agreement in order to afford the Parties the maximum benefits thereof.
- 2. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

**Article XIII - Assignment**

- 1. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either Party to this Agreement without the prior express written consent of the other Party.

**Article XIV - Construction, Applicable Law, Headings**

1. This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ashtabula County, Ohio, and the Contractor and the District hereby irrevocably consent to such jurisdiction.
2. The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

**Article XV - Entire Agreement**

1. This written Agreement, including the RFQ and the Contractor's Quote which are expressly made a part of this Agreement, constitute the entire agreement between the District and the Contractor, and there are no other agreements between them, either oral or written.

**Article XVI - Communications and Notices**

1. The District shall communicate directly with Russ Nank or in his/her absence, David Dragunas and at their direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
2. The Contractor shall communicate directly with Jake Brand, Director, and at his/her direction, with the personnel of the District and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.
3. Any notices, bills, invoices, or reports required by this Agreement shall be in writing and sent by the District and the Contractor in the United States mail, postage paid, to the address below:

As to the Contractor:

Russ Nank  
The PennOhio Corporation  
4813 Woodman Avenue  
Ashtabula, OH 44004  
Cell: 440-645-8313

As to the District:

Jake Brand, Director  
Ashtabula County Community Services & Planning  
25 West Jefferson Street  
Jefferson, OH 44047  
Phone: 440-576-3825  
Fax: 440-576-2758

4. Either Party may change the names and addresses specified in this Article by written notice to the other Party, and without such change constituting a modification of this Agreement.

**Article XVII - Effective Date, Expiration Date, and Collection Days**

1. This Agreement shall take effect at 12:01 a.m. Eastern Standard Time upon the date last signed below and expires 11:59 p.m., December 31, 2022.


The District shall have the option to renew this Agreement for two consecutive one-year terms ending at 11:59 p.m. on December 31, 2023 and 11:59 p.m. on December 31, 2024, respectively, by mailing written notice to the Contractor of its determination to renew on or before December 20, 2022 and December 20, 2023 respectively.

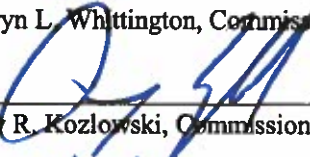
The Tire Collection Event(s) may occur at any time during the term of this Agreement. The parties plan to conduct their event(s) on: May 14, 2022, May 13, 2023, May 11, 2024 respectively.


**IN WITNESS WHEREOF**, the District and the Contractor acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

**Ashtabula County  
Solid Waste Management District**


  
\_\_\_\_\_  
J. P. Ducro IV, Commissioner

  
\_\_\_\_\_  
Kathryn L. Whittington, Commissioner

  
\_\_\_\_\_  
Casey R. Kozlowski, Commissioner

Date: 4/5/2022  
  
\_\_\_\_\_  
Witness

**Company Name**

The PennOhio Corporation  
  
\_\_\_\_\_  
David Dragunas  
Authorized Company Person

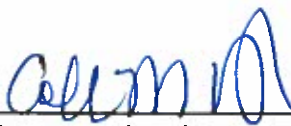
Date: 3/15/2022

**Legal Review**

**Agreement Title:** 2022 Tire Amnesty Day

A Contract between Ashtabula County Commissioners and Penn Ohio Corp.

The above titled agreement is approved to legal form:



\_\_\_\_\_  
Colleen M. O'Toole, Prosecutor

032822

\_\_\_\_\_  
Date

*MA* <sup>revised</sup> 328.22

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

NWS 2015.001.110-601 (Solid Waste Planning.Commissioners' Office.Solid Waste Planning-Contract Services) not to exceed \$ 49,999.00

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**Agreement Title:** 2022 Tire Amnesty Day

**Between:** The PennOhio Corporation and Ashtabula County Commissioners



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**David Thomas**  
Ashtabula County Auditor

Date: 3/24/22