CONTRACT NO. CA 094476 BKP

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Support Services Department
2. Preparer's Name, Telephone #, and E-Mail Address:
   Vicki Dillner, 545-4491, vicki.dillner@shelbycountytn.gov
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
   Waste Tire Disposal
4. NAME, ADDRESS AND VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
   Mac's Tire Recyclers, Inc.
   P.O. Box 1025
   Highway 145 North
   Saltillo, MS 38866

   VENDOR NO. 21816
   EOC NO. V-0409-12602
5. COST OF ITEM OR SERVICE REQUESTED: Not To Exceed $550,000.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT: Renewal Period from July 1,2008 until June 30, 2009
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**

   724-307324-6637
8. COMMODITY CODE: _____
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
   PLEASE ATTACH APPROVAL DOCUMENTS

   a. _____ Bid/RFP Process - # & Date N/A
   b. _____ Emergency/Sole Source

RECEIVED
2008 JUL 31 AM 8:02
CONTRACTS ADMINISTRATION

10. LOSB/MBE INFORMATION: Please check the appropriate description

    _____ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
    _____ MALE _____ FEMALE
    _____ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
    _____ LOSB (LOCALLY OWNED SMALL BUSINESS)
    ANNUAL SALES DOES NOT EXCEED $3 MILLION
    X N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

[signature] 7/30/08
DEPARTMENT HEAD DATE

[signature] 6-3-2008
DIVISION DIRECTOR DATE

_____
ELECTED OFFICIAL

Amendment to Agreement
Contract Number CA094476

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2008, by and between Shelby County Government (hereinafter "County") and Mac's Tire Recyclers, Inc. (hereinafter "Contractor").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated July1, 2006, for the provision of waste tire disposal; and

WHEREAS, the Agreement has previously been amended by the parties by written instrument for the renewal period of July 1, 2007 through June 30, 2008; and

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for the period beginning July 1, 2008 through June 30, 2009; and

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2008 through June 30, 2009.
2. The total cost for this renewal period shall not exceed FIVE HUNDRED FIFTY THOUSAND AND 00/100 ($550,000.00) DOLLARS payable in accordance with the terms of the Agreement.
3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2008-2009 and/or the appropriate future year's Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
4. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____, 2008.

APPROVED AS TO FORM AND LEGALITY:

_____
Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

_____
A C WHARTON, JR, MAYOR

MAC'S TIRE RECYCLERS, INC.

By: R. Steven Chadwell

Title: C.F.O.

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared R. Steven Chadwell with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Mac's Tire Recyclers, the within named bargainor, a corporation, and that he as such Authority executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as CFO.

WITNESS my hand and official seal at office this 21st day of May, 2008.

Sheila L. Lee
Notary Public

My Commission Expires: April 21st, 2009

SHEILA L. LEE
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

BONDS
SOUTHEAST, INC.

July 23, 2008

Shelby County Government
160 N. Main Street
Memphis, TN 38103

RE: Shelby County Waste Tire Removal Contract Renewal

To Whom It May Concern:

Please let this letter serve as our recommendation of MTR Acquisition, Inc. dba Mac's Tire Recyclers and verification that MTR Acquisition, Inc. dba Mac's Tire Recyclers has the capacity to provide Performance & Payment bonds for projects. MTR Acquisition, Inc. dba Mac's Tire Recyclers is a very professional company. We highly value our relationship with MTR Acquisition, Inc. dba Mac's Tire Recyclers and consider them to be among the elite professionals in this area. Lexon Insurance Company is the current surety for MTR Acquisition, Inc. dba Mac's Tire Recyclers.

We are in the process completing the necessary paperwork on the renewal of above referenced and should have the bond in place no later than July 24th, 2008.

If you have any questions regarding the surety capabilities of MTR Acquisition, Inc. dba Mac's Tire Recyclers, we encourage you to give us a call at any time at (615) 321-9700.

Sincerely,

Phil H. Condra
Senior Vice-President

CONTRACT & COMMERCIAL SURETY BONDS
1030 17TH AVENUE SOUTH, NASHVILLE, TN 37212 • (615) 321-9700 • TOLL FREE: 1-877-99BONDS • FAX: (615) 321-9702

Client#: 16625 MACSTIR1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2008

PRODUCER
Stewart Sneed Hewes
P.O. Box 1503
Tupelo, MS 38802
662 678-8340

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MTR Acquisition, Inc., d/b/a Mac's Tire
Recyclers, Inc. & MTR of Georgia
6185 Cockrill Bend Circle, Suite B
Nashville, TN 37209

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel American Insurance	
INSURER B: Commerce and Industry	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	8521RS0049710	09/30/07	09/30/08	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY X PRO-JECT X LOC					
A		AUTOMOBILE LIABILITY	1021RS0049720	09/30/07	09/30/08	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	4602RS3033710	09/30/07	09/30/08	EACH OCCURRENCE	$3,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$3,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 10,000					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3083482	09/30/07	09/30/08	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is named as Additional Insured

CERTIFICATE HOLDER

Shelby County Support Services
584 Adams St.
Memphis, TN 38103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Chris Boone

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

NONE

2. DATE OF GRATUITY

NONE

3. NATURE AND PURPOSE OF THE GRATUITY

NONE

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

NONE

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

NONE

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

NONE

7. **DESCRIPTION OF THE GRATUITY**

NONE

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

NONE

9. **The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

R. Steven Chadwick
Signature

5-20-08
Date

R. STEVEN CHADWICK
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.