EXHIBIT A – SCOPE OF WORK

20-0919 VEGETATIVE DEBRIS GRINDING AND DISPOSAL SERVICES (REBID)

Lake County is currently accepting bids from qualified contractors for a term contract to process, grind and possibly transport segregated yard trash, land clearing debris and dimensional lumber received at its Central Landfill Facility location in Lake County, Florida, and at the 5 Convenience Centers listed below. Grinding, loading, and hauling, shall be performed on the Central Landfill site or loading and hauling at one of the sites listed below, with all the necessary equipment being provided by the contractor. The final chipped/shredded product (processed material) shall consist of pieces no longer than four inches. Processed material may be transported offsite by the contractor at the option of the County. If or when the County chooses to have the contractor transport the processed material offsite, the contractor shall establish with the County whether processed material will be transported to a facility approved by the County or if the contractor will transport the material to a Waste to Energy Facility. The decision to have the contractor transport the materials to an approved facility will be made each time processing services are performed.

Below are the addresses of approved facilities, locations, days of operation, and the hours the site may be accessed by the contractor. Contractor access to the centers not open 6 days per week may be arranged for with at least a one week notice to the County Representative of the need for access.

Central Facility
13130 County Landfill Road
Tavares, Florida 32778
7:30 a.m. until 5:00 p.m., Monday through Saturday
352.343.3776

Astor Convenience Center
54711 Astor Transfer Station Road
Astor, Florida 32102
7:30 a.m. to 5 p.m. Tuesday and Saturday
352.759.2776

Clermont (Loghouse) Convenience Center
10435 Loghouse Road
Clermont, Florida 34711
7:30 a.m. to 5 p.m. Wednesday and Saturday
352.394.5137

Lady Lake Convenience Center
1200 Jackson Street
Lady Lake, Florida 32159
7:30 a.m. to 5 p.m. Tuesday and Saturday
352.753.2399

Paisley Convenience Center
25014 Rancho Lane
Paisley, Florida 32767
7:30 a.m. to 5 p.m. Wednesday and Saturday

352.669.3430

Pine Lakes Convenience Center
32540 West State Road 44
Deland, Florida 32720
7:30 a.m. to 5 p.m. Thursday and Saturday
352.483.2079

Central Landfill Facility POC – Jimmy Wise, Solid Waste Coordinator, 352-343-3776

This contract will be administered by the Lake County Solid Waste Program. The Solid Waste Program will designate a County Representative who will be the contractor's contact for all issues related to the services required herein.

The contractor shall coordinate all grinding activity with the County Representative and provide twenty-four (24) hours' notice prior to initiating grinding activity at the site. Upon arrival at the Central Facility, the contractor will meet with the County Representative before any machinery setup is done. A starting point, what material is to be ground or hauled, and windrow location will be determined at this time. All work must be performed within the Florida Department of Environmental Protection regulations as they apply to the Lake County Landfill. This includes, but is not limited to, fire breaks in the windrows and oil and fuel spills.

The Central Facility site provides daily service to the general public and is open to the public Monday through Saturday. Generally, grinding will not be conducted on Sunday. The contractor may grind on Sunday with special preapproval from the County Representative. Contractor access to the Centers not open 6 days per week may be arranged for with at least a one week notice to the County Representative of the need for access. The contractor must exercise extreme caution when grinding to ensure that there is no negative impact to the citizens utilizing the site. The County will ensure, to the extent possible, that the citizen access is positioned remotely from the grinding operation of the contractor.

The County will make a concerted effort to ensure that the raw material is free of any contaminants (i.e. any material that is not yard and wood waste), however, the County acknowledges that minimal amounts of contaminants may be found in the raw material. In that event, the contractor will be responsible for separating and removing all contaminants. The County will supply a container for this separated material and be responsible for the disposal of the separated material.

The Central Facility has on-site certified scales. Every vehicle that brings in debris to be ground is weighed in and out. Starting and ending dates will be used to determine the tonnage used for billing purposes. The starting date will be the next business day after the ending date from the previous grinding. The ending date will be a cut-off date agreed upon by the contractor and the County Representative. The total tonnage collected between the beginning and ending date will be emailed to the contractor by the County Representative. If the County chooses to have the contractor transport all or part of the processed material to an approved facility, a certified weight to determine tonnage shall be obtained from the scales located on the Central Landfill site. This

tonnage shall be used for all billing purposes. All trucks must weigh-in empty and weigh-out when loaded and will be given a certified weight ticket by the scale attendant. All trucks must have a legal gross weight when leaving the Facility. It is the option of the County to keep the processed material, have the contractor haul the material out, or to have a separate transport company haul the material out. If some material is too large to be ground on site, such as tree trunks, stumps, and large limbs, the contractor may elect to haul these items to an agreed upon sight for processing. If this is done, the contractor's trucks will weigh in and out on the County scales. The total tonnage for invoicing will not change and the price, per ton, for grinding shall apply to any tonnage hauled off site. All grinding or removal of the larger items shall be completed before the tonnage numbers will be emailed to the contractor. The tonnage will always be the standard measurement for any work done at the Central Facility. A ton is equal to 2,000 pounds and will be calculated to two decimal places. The total tonnage multiplied by the rate per ton will determine the amount due for billing purposes.

Astor, Clermont (Loghouse), Lady Lake, Paisley, and Pine Lakes do not have on-site scales. The County will generally haul the materials from these Facilities to the Central Facility where it is weighed and unloaded in the yard waste area. The County may elect to have the contractor remove this material whole to an approved site other than the Central Facility. In this case, cubic yards will be used for billing purposes. The cubic yard size of the truck or trailer, or fractions of the capacity if not a full load, and agreed to by the attendant on site, will be used for billing purposes. Cubic yards for these sites listed above will be the standard measurement. The total cubic yards multiplied by the rate per cubic yard will determine the amount due for billing purposes.

Approved facilities must be operated in accordance with all federal, state and local rules and regulations. The contractor shall provide the name and address of each disposal facility that would be used in Section 4 of this document. The contractor must not use any disposal facility without the written consent of the Solid Waste Program Manager. The contractor shall initiate and manage the execution of any written agreements between the disposal site owner/operator and the contractor.

In the event of failure by the contractor to deliver services in accordance with the contract terms, after oral or written notice, the County may procure the services from other sources and hold the contractor responsible for any resulting additional costs.

In the event the contractor fails to perform a service satisfactorily, the County shall immediately request that the contractor return to the site and correct the services to a satisfactory level. There will be no extra compensation to the contractor for this corrective work.

All contractor's equipment utilized for this contract will be:

1. In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the contract.

2. Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state and local safety regulations.

3. Subject to inspection and approval by the County prior to the award.

4. In the event of any equipment failure involving fluid leakage or loss of fluid, the fluid shall be contained and reported to the designated County representative immediately. The report shall be followed up with a written detailed account of the damage. Clean up must be completed and area restored to pre-spill conditions by the contractor.

5. A list of the equipment to be used for services under the contract shall be included with the bid. A form is provided as Attachment 2 of this document.

PAYMENT PROCESS

The payment for the grinding and transportation of processed materials will be accomplished by determining the tonnage of the processed material. Once the tonnage is determined, the established amount is multiplied by the unit price per ton contained within the contract to determine the amount of the payment. To facilitate the measuring process, the County's certified landfill scales will be used to determine the amount, in tons, of all incoming yard waste material. The total tonnage of all incoming yard waste between the starting date and ending date will be the tonnage used for billing purposes. If cubic yards are used for billing, the total number of cubic yards hauled will be used for billing. The contractor shall provide a receipt for each load, with the number of cubic yards per load, and signed by the county attendant on site.

Once the tonnage has been determined, and the disposition of the processed material has been determined, the contractor must submit an invoice to the County for payment.
All invoices must contain the contract or purchase order number, and the date and location of service.

Failure to submit invoices in the prescribed manner will delay payment and the contractor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Invoices shall be submitted to the appropriate County department within fourteen (14) calendar days after the service has been rendered. Invoices should not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

PRICE REDETERMINATIONS

The contractor may petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations should be made within thirty (30) calendar days of the anniversary date of the contract and only after the contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the contract, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the contract.

A. Basis for Price Redeterminations. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the contractor should refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the contractor's employees or subcontractors performing work or services pursuant to the contract.

C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the contract, including any renewal or extension period thereunder, the contractor may petition for price redetermination for those job categories where the pay to the contractor's employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The contractor must increase the pay to the employees by the amount the contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The contractor must supply written documentation of any other increase that is beyond the scope and control of the contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.

D. Fuel Price Redetermination. If the price of fuel increases by a minimum of ten (10%) percent, the contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the contractor will be required to petition for a fuel price redetermination decrease if the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative increase in pay to the contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the contractor's performance of the contract.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	$200.50
Base index PPI	- $179.20
PPI increase dollars	$21.30
PPI increase percentage ($21.30 ÷ $179.20 = .1189)	11.9%
Unit cost of the service is:	$100.00
30% of $100.00 is directly attributed to the redetermination category	$30.00
$30.00 × 11.9% =	$3.57
New unit price is ($100 + $3.57)	$103.57

E. Expiration Upon Failure to Agree to Price Redetermination. If the County and the contractor cannot agree to a price redetermination, then the contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the contract. If the contract expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

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