1. **SCOPE OF WORK** 
   1. OFFICE OF SOLID WASTE
      1. The Office of Solid Waste facility located at 13130 County Landfill Road, will make a concerted effort to ensure that the raw material is free of any contaminants (i.e. any material that is not yard or wood waste), however, the Office of Solid Waste 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.
      2. The Office of Solid Waste will supply a container for this separated material and be responsible for the disposal of the separated material.
      3. The Office of Solid Waste and Lake County will not be responsible for any damage to any equipment or pay for any repairs to any equipment that may arise from contamination in the vegetative debris.
      4. The Office of Solid Waste facility has on-site certified scales.
         1. Every vehicle that unloads any amount of vegetative debris will be weighed in and out to obtain a total tonnage for billing purposes.
         2. Starting and ending dates will be used to determine the tonnage used for billing purposes.
         3. 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.
         4. The total tonnage collected between the beginning and ending date will be emailed to the Contractor by the County Representative.
         5. All bids must be at a per ton rate. No other pricing will be considered. One ton will be equal to 2,000 pounds.
         6. All tonnage will be calculated to two decimal places.
         7. All invoices will be billed at the per ton rate times the total tonnage for that grinding event.
   2. CONTRACTORS’ RESPONSIBILITIES
      1. 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.
      2. Upon arrival at the Office of Solid Waste facility, the Contractor will meet with the County Representative before any machinery setup is done. A starting point, what material is to be ground and windrow location will be determined at this time.
      3. All work must be performed within the Florida Department of Environmental Protection regulations as they apply to the Lake County Office of Solid Waste facility. This includes, but is not limited to, fire breaks in the windrows and oil and fuel spills.
      4. The Contractor will be notified when there is approximately 2,000 tons of vegetative debris for grinding.
      5. After being notified at approximately 2,000 tons, the Contractor must be on-site within 21 calendar days and grinding on the 22nd day, if not sooner.
      6. From September 2020 to September 2023, the Office of Solid Waste facility averaged 63 tons of vegetative debris per day at six (6) days per week.
      7. In the event of failure by the Contractor to deliver services in accordance with the contract terms, after oral or written notice, the Office of Solid Waste may procure the services from other sources and hold the Contractor responsible for any resulting additional costs.
      8. In the event the Contractor fails to perform a service satisfactorily, the Office of Solid Waste 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.
      9. The vegetative debris for grinding is stored on the ground at the Office of Solid Waste facility.
      10. Site Restoration
          1. When the grinding process is completed, to the satisfaction of the Office of Solid Waste, as determined by the County Representative, the Contractor will be responsible for filling in all holes, smoothing out any mounds created by any equipment used during the grinding process, and making sure that all ground material is in the designated area.
          2. The Contractor will ensure that the area is restored to a condition that allows cars, pickup trucks, pickup trucks with trailers, and larger commercial vehicles easy access to begin the unloading process.
          3. All ground material shall be put in an area determined by the County.
          4. The Contractor may be required to move the ground material a maximum of 500 feet (500’) from where it originally came out of the grinder.
          5. On occasion, the grinding equipment will be set up close to the stockpile area for the ground material. Some of the ground material would be pushed a short distance with a small amount not needing to be pushed at all.
      11. Every effort should be made to grind all the material on site at the Office of Solid Waste facility.
          1. If there are tree trunks, logs, or stumps that are determined to be too large to go in the grinder, the Contractor may cut them up on site or elect to load and haul the tree trunks, logs, or stumps off the Office of Solid Waste facility site with approval from the County Representative.
          2. The tree trunks, logs, or stumps must be taken to a facility approved by the County Representative.
          3. The contracted grinding price per ton will apply to any material taken off site for disposal and the total tonnage will not change.
          4. All tree trunks, logs, or stumps that are separated for transport off the Central Solid Waste facility must be removed from the site, all grinding completed, and all groundwork completed, to the satisfaction of the County Representative before the total tonnage amount will be given to the Contractor for billing purposes.
      12. Any approved facility utilized for the disposal of any material taken from the Office of Solid Waste facility must be operated in accordance with all federal, state, and local rules and regulations.
          1. The Contractor shall provide the name and address of each disposal facility that would be used in Section 4 of this document.
          2. The Contractor shall initiate and manage the execution of any written agreements between the disposal site owner/operator and the Contractor.
   3. LIQUIDATED DAMAGES
      1. If the contractor fails to have equipment on the Office of Solid Waste facility site by the end of the 21st day after notification that there is 2,000 tons on the Office of Solid Waste facility site, or the Contractor has not started the grinding process by the 22nd day, Lake County may send out a notification to the Contractor of an assessment of Liquidated Damages.
      2. If any type of equipment failure occurs during the grinding process to any piece of equipment the Contractor has on site, the failure must be repaired within five (5) working days of the failure occurring or another similar piece of equipment must be brought to the Office of Solid Waste facility site.
      3. Failure by the Contractor to have the equipment repaired and working within the five (5)-day period or failure to bring in another piece of similar equipment may also result in the County assessing Liquidated Damages against the Contractor.
      4. Lake County will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The service will be deemed to be completed on the date the work is considered complete to the satisfaction of the County Representative.
      5. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.
      6. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of Lake County’s actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

|  |  |
| --- | --- |
| **Service/Project Amount** | **Daily Charge (Per Calendar Day)** |
| $5,000 and under | $25 |
| Over $5,000 but less than $10,000 | $65 |
| $10,000 or more but less than $20,000 | $91 |
| $20,000 or more but less than $30,000 | $121 |
| $30,000 or more but less than $40,000 | $166 |
| $40,000 or more but less than $50,000 | $228 |
| $50,001 or more | $250 |

1. **EQUIPMENT**
   1. 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.
         1. 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 before the grinding process is resumed.
         2. All costs associated with any fluid cleanup and any remediation needed that is caused by the Contractor or any equipment that the Contractor is using shall be wholly paid for by the Contractor.

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