

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **D&G Solutions Group, LLC**, located at 5451 SE Maricamp Road, Ocala, FL 34480, possessing FEIN# 61-1789875 (hereinafter referred to as “CONTRACTOR”) under seal for the Yard Waste Processing & Disposal, (hereinafter referred to as the “Project”), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as “Party,” collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on * shall be effective on the last signature date set forth below. This Agreement supersedes the original contract under 19B-111 and all associated Amendments.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, all Purchase Orders, Change Orders and Field Orders issued hereafter, together with the following (if any):

Marion County #19B-111 - Yard Waste Processing & Disposal, the Offer, Project Scope and/or Specifications, Recorded Performance Bond, as required, and Certificate of Insurance.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. The Work (defined herein) shall commence upon approval and execution of the Agreement by the Board and be effective through November 30, 2028 (the “Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contract. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days.

Section 5 – Scope of Services. CONTRACTOR shall complete the scope of services for Yard Waste Processing and Disposal, per the Contract Documents, Exhibit A-Scope of Work herein, and within the Term.

Section 6 - Compensation. COUNTY shall make payment, on a per unit basis, as identified in the Price Table below, (the “Agreement Price”), to CONTRACTOR under COUNTY’s established procedure, upon completion of all authorized services rendered in accordance with the requirements, provisions, and/or terms of this agreement, herein. There shall be no provisions for pricing adjustments during the initial Term.

PRICE TABLE

INBOUND	
Grinding Fee	\$19.40 / Ton
Management Fee	\$2.22 / Ton

OUTBOUND	
Clean Haul/Disposal	\$3.48 / Ton
Dirty Haul/Disposal	\$13.88 / Ton

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 13 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys’

fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney’s Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney’s fees. This section shall survive the termination of the Agreement.

Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 20 – E-Verify, pursuant to Section 448.095, F.S. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that CONTRACTOR’s subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
- h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.

- j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

- 1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
- 2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

- 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
- 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: D&G Solutions Group, LLC
5451 SE Maricamp Road, Ocala, FL 34480
CONTACT PERSON: Chad Ditty | 352-266-4401

COUNTY: Marion County Solid Waste
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: cditty@d-gsolutions.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

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SCOPE OF WORK

EXHIBIT A

1. CONTRACTOR shall provide yard waste grinding and processing services for the Solid Waste Department's Yard Waste Processing Facility located at 5601 SE 66th Street, Ocala, Florida 34480. CONTRACTOR will be responsible for operating the COUNTY'S Yard Waste Processing Facility in accordance with the terms and conditions of this agreement, which includes all federal, state, and local applicable laws, ordinances, regulations, and permits, as amended throughout the term of this agreement.
 - 1.1 CONTRACTOR shall provide all labor, equipment, material, transportation, and supervision necessary to process and remove all available Yard Waste from the Yard Waste Processing Facility.
 - 1.2 CONTRACTOR shall operate in such a manner as to not interfere with COUNTY's daily operations.
 - 1.3 CONTRACTOR shall be responsible for managing, receiving, processing, and grinding of yard waste and tree debris (yard waste) delivered to Marion County's Yard Waste Processing Facility. CONTRACTOR shall be responsible for transportation, marketing, or disposal of mulch in accordance with applicable laws.
 - 1.4 CONTRACTOR shall comply with all applicable laws, regulations, and permits including Chapter 62.709 of The Florida Administrative Code (F.A.C.), Florida Statute 403, The Conditions of Certification, and similar requirements, including all requirements concerning health and safety, noise, odors, effluent, and emissions.
 - 1.5 CONTRACTOR shall ensure all yard waste received at the facility is managed in such a manner to maintain a neat, orderly operation, adhering to the minimum requirements for yard waste processing facilities per state and federal laws.
 - 1.6 Each facility used by the CONTRACTOR shall be and remain compliant with all federal, state and local applicable laws, ordinances, regulations, permits and zoning, as amended throughout the term of this agreement.
 - 1.7 CONTRACTOR shall, at all times, maintain sufficient space available at the facility to receive and unload yard waste.
2. SITE MANAGEMENT
 - 2.1 CONTRACTOR shall provide the below listed information:
 - 2.1.1 Facility Contacts: Name and designation of key personnel responsible for the operation and maintenance of the facility, including phone numbers which allow for 24 hours a day, 7 days a week, emergency contact.
 - 2.1.2 Sub-contractors: Identify all sub-contractors and provide key personnel contact information, including phone numbers. Before work can begin, all subcontracts must be approved by COUNTY in writing.
 - 2.2 Emergency Response and Preparedness
 - 2.2.1 CONTRACTOR shall be on-call 24 hours a day, 7 days a week to respond to site emergencies, such as, fires. CONTRACTOR shall have a competent person available to operate the site including, but not limited to, moving or processing materials as required by emergency responders.
 - 2.2.2 CONTRACTOR shall be responsible for safety training of its personnel. The CONTRACTOR shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).
 - 2.3 The CONTRACTOR shall ensure proper fire protection and control provisions per state and federal laws.

- 2.3.1 Should evidence of a fire exist, inclusive of smoke, heat, odor/smell, flame, and other signs of combustion, the CONTRACTOR shall participate in providing firefighting efforts which may include labor, equipment and other resources, as needed. CONTRACTOR further agrees that during fire events COUNTY may utilize CONTRACTOR equipment to extinguish said fire until CONTRACTORS staff and resources arrive.

2.4 Litter, Odor, and Vector Control

- 2.4.1 The CONTRACTOR shall employ methods for litter, odor, and vector control within CONTRACTOR's area of operation, as required by Chapter 62-709 F.A.C., and applicable law.

2.5 Spill Response and Prevention

- 2.5.1 CONTRACTOR shall clean up all spills immediately upon discovery and shall report spills of toxic or hazardous materials immediately to the COUNTY, regardless of the size. The CONTRACTOR shall notify the COUNTY immediately of any hazardous spills. The CONTRACTOR shall obtain photos of the source of the spill as well as the affected area(s), and information of the responsible party.
- 2.5.2 CONTRACTOR shall maintain sufficient spill cleanup supplies on-site and shall immediately clean oil or other fluid leaks by using adsorbent materials maintained on site. Used adsorbents shall be properly bagged and placed in a roll-off container.
- 2.5.3 CONTRACTOR's personnel shall be trained in spill prevention and response procedures including how to properly handle fuel/oils and promptly clean spills using adsorbent materials.

2.6 On-Site Tanks and Hazardous Materials

- 2.6.1 CONTRACTOR shall comply with 62-762 F.A.C for all aboveground storage tank systems and related items and events, if applicable
- 2.6.2 CONTRACTOR shall notify COUNTY of hazardous materials that will be used onsite, along with providing Safety Data Sheets "SDS" for hazardous materials used onsite, if applicable.

2.7 CONTRACTOR shall act in the best interest of the COUNTY and actively manage disposal costs, when applicable.

- 2.7.1 CONTRACTOR shall separate high quality materials, which when processed would reasonably create a marketable material. This pile will be kept separate from low value materials such as sod, lawn clippings, leave, etc.
- 2.7.2 Once high value materials have been ground, the good mulch will be kept separate from all other products.
- 2.7.3 As good material leaves the site, CONTRACTOR will inform the scale house of the good material leaving the site.

3. TITLE V AIR OPERATING PERMIT REQUIREMENTS

- 3.1 CONTRACTOR shall ensure that grinding equipment is relocated around the facility, in accordance with applicable law, to grind materials. Each time grinding equipment is moved off-site, around the facility, or stored for any length of time at the facility inoperable, the CONTRACTOR shall record the date and description of the move to maintain documentation of its non-road, non-stationary source status as to not affect the facility's Title V Air Operation Permit. The CONTRACTOR shall include these records with their monthly reports submitted to the COUNTY as described elsewhere in this agreement. Should grinding equipment operate at a single physical location for more than 12 months, the CONTRACTOR shall request written approval from the COUNTY.

4. YARD WASTE PROCESSING

- 4.1 Inbound yard waste may contain non-yard waste materials, such as municipal solid waste, which could include putrescible waste, rock, metal, or other items which may cause damage to grinding and processing equipment. Non-yard waste materials might also include hazardous waste. If any hazardous/biohazardous waste is detected delivered to the Yard Waste Processing Facility, the CONTRACTOR will properly isolate the waste and notify the COUNTY. The COUNTY shall be responsible for removing, packing, and disposing of the waste and the cost thereof. The CONTRACTOR shall properly manage and dispose of its own, and any other, hazardous or biohazardous waste or potential hazardous/biohazardous waste for which it is responsible according to applicable law.
- 4.2 CONTRACTOR is responsible for detecting and segregation of all non-yard waste materials. The COUNTY shall not be responsible for damage caused to the CONTRACTOR'S equipment due to non-yard waste materials entering the CONTRACTOR'S grinding and processing equipment.
- 4.3 The CONTRACTOR shall be required to separate plastic bags from yard waste. The CONTRACTOR may opt to recover yard waste inside plastic bags and dispose of the plastic debris; however, the CONTRACTOR shall be responsible for the labor and other associated costs required to do so. The COUNTY shall provide the CONTRACTOR roll-off containers to place plastic bags in and the COUNTY will be responsible for transportation and disposal costs.

5. LOAD REJECTION

- 5.1 Subject to approval by the COUNTY, the CONTRACTOR shall have the right to reject inbound loads of non-yard waste materials if said load is greater than 10% non-yard waste material by volume of the load. CONTRACTOR shall immediately isolate the load and notify the COUNTY. Rejected loads shall be documented and include the following: digital photograph, time, truck number/license plate number, and identify hauler or customer. The COUNTY will collect and dispose of the rejected load and change the billing information for said load.

6. YARD WASTE RECEIVING AREA AND GROUND MATERIAL AREA PILE CONSTRUCTION

- 6.1 The CONTRACTOR shall construct piles of yard waste and ground material as required by state and federal laws.

7. LARGE DIAMETER MATERIAL

- 7.1 The CONTRACTOR shall be required to handle, process, and grind large diameter material, such as large trunks, root-balls, etc. received at the Facility.

8. MATERIALS CONTRACTOR ELECT NOT TO GRIND, SCREENINGS, RESIDUALS

- 8.1 CONTRACTOR may receive material that is less preferred or difficult to grind. These items could include palm trees or other pliable species. At no point shall the CONTRACTOR bury, stockpile or leave unsuitable or less preferred materials onsite.

9. MULCH SPECIFICATIONS

- 9.1 The CONTRACTOR shall produce a ground mulch where ninety-five percent (95%) of the product is six inches (6") minus material.

10. HOURS OF OPERATIONS

- 10.1 COUNTY hours of operation are from 7:00 a.m. to 5:00 p.m. Monday through Saturday, including some holidays. The facility shall be open and available to receive yard waste during all operating hours. All work under this agreement shall be performed during regular operating hours unless otherwise approved by the COUNTY.

11. PERSONNEL

11.1 CONTRACTOR shall appoint a facility manager and shall be the primary point of contact on behalf of the CONTRACTOR for all matters pertaining to this Agreement. The facility manager shall be responsible for overseeing and implementing the CONTRACTOR's performance under this Agreement. In addition to the facility manager, the CONTRACTOR shall employ key personnel, which may be a supervisor or lead operator, that has full authority to make operating decisions and shall be available at all times during facility operations.

12. EQUIPMENT

12.1 CONTRACTOR shall purchase or lease, maintain, and repair all equipment, including backup spare equipment, necessary to perform its obligations and duties under this agreement.

12.2 CONTRACTOR's equipment shall be equipped with fire extinguishers. All fire extinguishers shall be rated for the appropriate use and size of the equipment and shall be maintained and inspected annually.

12.3 CONTRACTOR shall be responsible for the security of its equipment during and after operating hours. The COUNTY shall not be responsible for vandalism, theft, fire or other events to the CONTRACTOR's equipment, including backup rentals.

12.4 CONTRACTOR shall have access to the equivalent backup equipment necessary to continue with its operations in the event of mechanical failures or other failures. CONTRACTOR shall be responsible for all costs associated with backup equipment, including rentals.

12.5 CONTRACTOR shall only keep the equipment and materials required to perform the services of this contract onsite. Inoperable equipment, equipment which is inoperable in excess of 30 days, shall not be stored onsite, unless mutually agree to in writing.

12.6 CONTRACTOR is responsible for all preventative maintenance, scheduled, and unscheduled repairs to its equipment.

12.7 CONTRACTOR shall inspect, maintain, and repair its equipment. Oil and hydraulic systems shall be kept in good condition at all times to prevent spills and leaks. CONTRACTOR shall immediately notify the COUNTY of any spills or leaks of oil, hydraulic fluid, or fuel from its equipment and any spills or leaks of oil, hydraulic fluid or fuel from customer vehicles. CONTRACTOR shall not perform major maintenance activities which could result in spills at the facility. All maintenance including equipment washing shall only be incidental.

13. MATERIAL OWNERSHIP

13.1 Ownership of the material changes from the COUNTY to the CONTRACTOR once the material is scaled outbound, leaving the site. CONTRACTOR shall have exclusive rights to all ground material as long as contract is valid.

14. CONTRACTOR COMPOST SITE

14.1 The CONTRACTOR shall continue reasonable efforts to have the new composting site operational. This includes the necessary steps for obtaining any required zoning, special use permits, and other permits, as well as ensuring that the facility is registered with the Florida Department of Environmental Protection for its intended purposes. The CONTRACTOR shall notify the other party promptly of any significant delays or issues in meeting these requirements.

15. COMPENSATION AND METHOD OF PAYMENT

15.1 For work performed under this contract, the COUNTY shall compensate the CONTRACTOR for all authorized services rendered and completed in compliance with the terms, conditions, and requirements of this agreement. Compensation shall be calculated on a per-ton basis as outlined in the Price Table.

15.2 Every six (6) months, the Solid Waste Department shall generate a report comparing inbound and outbound material volumes for that period. The volume of outbound materials must exceed the volume of inbound materials until the inbound and outbound amounts are closely aligned.

15.3 Invoices submitted by the CONTRACTOR must accurately reflect the amount of grinding performed during the corresponding billing period.

16. MONTHLY STATEMENTS

16.1 The CONTRACTOR shall submit no more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The CONTRACTOR's invoice statement shall be itemized to correspond to the basis of compensation as set forth in this agreement. The CONTRACTOR'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the agreement.

16.2 Invoices shall be submitted to the Procurement Department for payment. Submit invoices and billing documentation via e-mail to PROCUREMENTINVOICES@MARIONFL.ORG.

17. PAYMENT SCHEDULE

17.1 The COUNTY will issue payment to the CONTRACTOR within forty-five (45) calendar days after receipt of an invoice statement from the CONTRACTOR in an acceptable form and containing the requested breakdown, detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any CONTRACTOR's invoice statement, the COUNTY shall notify the CONTRACTOR of such objection or exception remains unresolved at the end of said forty-five (45) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the CONTRACTOR of the amount not in dispute. Payment of any disputed amount will be resolved by mutual agreement of the parties to this agreement.

18. RECORD KEEPING

18.1 All yard waste entering or leaving the facility shall be weighed using the COUNTY'S truck scales. COUNTY shall maintain truck scale records that show the amount of yard waste delivered to and the amount of mulch the CONTRACTOR hauled from the facility. Such records shall be electronically sent to CONTRACTOR on a monthly basis. The CONTRACTOR shall keep monthly operating records of incoming and outgoing yard waste and mulch as required by state and federal laws and make these records available for inspection by COUNTY, State, or other local agencies.

18.2 CONTRACTOR will report all reuse and/or recycled weights to FDEP, as may be required, and will provide copies of those reports to the Solid Waste Department.

18.3 The CONTRACTOR shall provide a written report to the County Administrator on a quarterly basis. This report shall detail all marketing and sales efforts related to clean material, including but not limited to outreach to potential buyers, quantities of material offered, and any resulting sales. The County reserves the right to request additional information or clarification regarding any aspect of the report.