

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND
CORNERSTONE ENVIRONMENTAL GROUP LLC.
FOR ANNUAL LANDFILL COMPLIANCE MONITORING AND SOLID WASTE AND
RESOURCE RECOVERY CONSULTING SERVICES
NO. 13520**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Cornerstone Environmental Group LLC, a Foreign Limited Liability Corporation, which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposal #23-140 seeking qualified professionals to provide Annual Landfill Compliance Monitoring and Solid Waste and Resource Recovery Consulting Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as one of the top ranked entities in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Professional agrees to provide Annual Landfill Compliance Monitoring and Solid Waste and Resource Recovery Consulting Services, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective on the day the last Party signs it and continues until September 30, 2024, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year term(s).
4. **Qualifications**. By executing this Agreement, Professional makes the following representations to County:
 - A. Professional is qualified to provide the Services and will maintain all certifications,

permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.

- B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency.
- C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
- D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "2"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of **\$80,000.00 annually**.
- B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Solid Waste & Resource Recovery

5320 NW 120th Lane
Gainesville, FL 32601

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

7. **County Property.** Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

8. **Deliverables.** All project deliverables and documents are the sole property of County and

may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

9. **Permits.** Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

10. **Personnel.** Professional will assure that all Professional's personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. Barring illness, accident and other unforeseeable events, the Parties anticipate the following individuals, who are employed or retained by Professional, will perform the Services:

Name	Function
Don Hullings, P.E.	Project Manager
Jennifer Deal, P.E.	Alternate Project Manager

In the event a person above is no longer going to provide the Services or Professional intends to substitute personnel listed above, Professional will notify the County. Professional will propose to the County a different person with equal or higher qualifications. A modification of the above personnel list does not require an amendment to this Agreement. At the discretion and upon request of the County Manager or his/her designee, Professional will cease having a named employee provide Services to the County under this Agreement. The County reserves the right to terminate this Agreement due to a change in Professional's personnel during the term of this Agreement.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid

for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$15.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$17.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon

written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. **Indemnification.** **PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DIRECT DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE NEGLIGENT PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's cost and expense. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County

of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended. If the negligence or actions of Alachua County is found, by final judgement or is agreed to by settlement, to have caused or contributed to the claim at issue, than Alachua County will reimburse Professional for that portion of the defense costs associated with Alachua County's actions, including, but not limited to, Alachua County's negligence.

Notwithstanding anything to the contrary, Professional's total liability arising out of or in connection with the Agreement or the Scope of Work, and including any for damage to or loss of County's property, shall in no event extend beyond one year after completion of the work in question or exceed the total amount of compensation paid to Professional hereunder. The warranties and remedies set forth herein are exclusive. Professional makes no other warranties, express or implied, with respect to its performance under this Contract. Professional and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, loss of revenue, loss of use of any facility or property, loss of power, costs of alternate disposal or replacement power or similar damages. The obligation of Professional to indemnify and defend shall apply only to the extent of Professional's negligence and shall not apply to negligence of the Indemnified Parties. The foregoing shall apply to the fullest extent allowed by law irrespective of whether liability of Professional is claimed, or found to be based in contract, tort or otherwise (including negligence, warranty, indemnity, and strict liability).

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

Cornerstone Environmental Group LLC

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

To County:

Solid Waste & Resource Recovery

5620 NW 120th Lane

Gainesville, FL 32601

dlw@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn:

Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance &

Accounting

dmw@alachuaclerk.org

15. **Standard Clauses.**

A. Public Records. In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the 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 Florida law or as otherwise provided by law.
3. 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 of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount

and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors

performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of

the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

By: 
Print: Prentiss A. Shaw
Title: Vice President
Date: November 1, 2022

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. General Requirements The Professional shall provide the following services, including but not limited to:

1.1. Landfill Compliance Monitoring (TASK 1)

1.2. Solid Waste and Resource Recovery Consulting Services (TASK 2)

2. Task 1

2.1. Technical Definitions

2.1.1. **Laboratory Reporting Limit:** The method detection limit (MDL) shall be those the laboratory routinely reports during analysis of environmental samples, and be of such levels as to determine compliance with Florida groundwater standards as defined by Chapter 62-777, FAC, Table 1, Groundwater and Surface Water Cleanup Target Levels, and Chapter 62-302 FAC Surface Water Quality Standards.

2.1.2. **Equipment Blank:** Samples prepared by the sampler on site before sampling begins, by filling or rinsing each type of equipment to be used for sampling with “analyte-free” water. Equipment Blanks are prepared for each parameter to be sampled and are submitted to the laboratory, and shall be identified by a field identification code number.

2.1.3. **Quality Assurance Samples:** Those samples taken to meet Equipment Blank, Trip Blank, or other Quality Assurance requirements. These samples shall be submitted to the laboratory, and shall be identified by a field identification code number.

2.1.4. **Sampling:** Includes all activities associated with sample collection through delivering samples and assigning custody to laboratory personnel.

2.1.5. **Trip Blank:** Trip blanks are prepared by the laboratory using appropriate sample container and “analyte-free” water. Preservatives or additives are added if required for that parameter. Trip blanks are then sealed and stored in the cooler where samples will be stored and transported.

2.2. Landfill Compliance Monitoring

2.2.1. **Perform Landfill Compliance Monitoring Services.** Landfill Compliance Monitoring includes field sample collection, laboratory analysis of the samples, and reporting results to the Florida Department of Environmental Protection (FDEP), Alachua County Environmental Protection Department (ACEPD), Alachua County Health Department (ACHD), and ACSWRRD. This work will be performed according to the schedule in Table 1-1. Failure to meet this schedule can result in fines levied by FDEP against the County. Fines that result from the Professional’s failure to perform shall become the liability of the Professional.

2.2.2. Figure 311 shows the five sites: Southwest Landfill, Northwest Landfill, Northeast Landfill, Auxiliary Northeast Landfill, and the Transfer Station. Landfill compliance monitoring shall be performed in accordance with the FDEP permits. Environmental support services will be provided on an as-needed contingency basis for the Leveda Brown Environmental Park - Transfer Station. The requirements for each site, including sampling locations and parameters, are described in Sections 2.7 through 2.10.

FIGURE 1.1. Locations of the Four Landfills and Transfer Station in Alachua County, Florida.

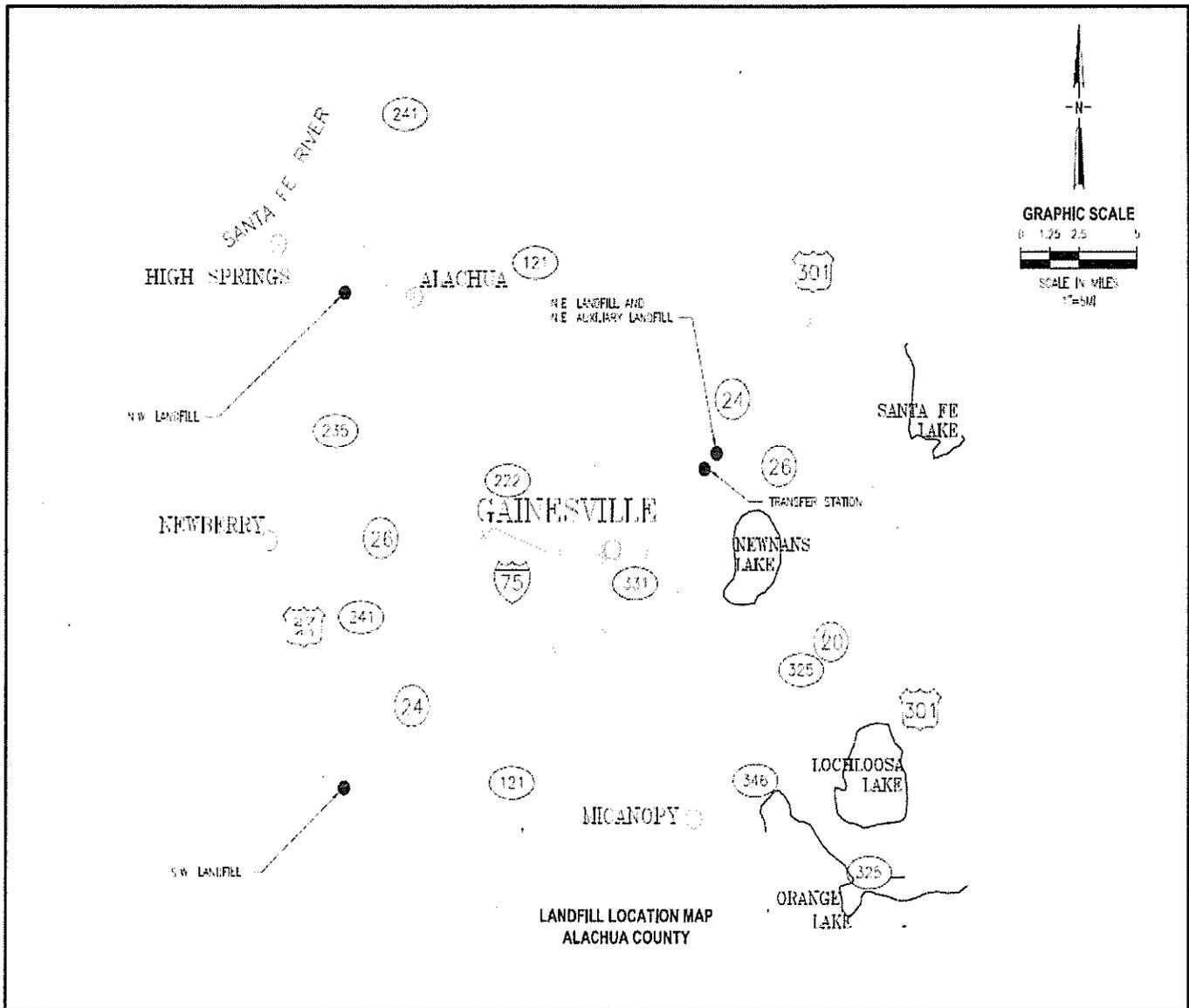


TABLE 1-1. Alachua County Landfills Sampling and Reporting Schedule.

	FDEP SAMPLING DEADLINE	FDEP REPORT DEADLINE ¹
SOUTHWEST LANDFILL		
FIRST SEMIANNUAL 2023	2/08/2023	+ 60 Days*
SECOND SEMIANNUAL 2023	8/12/2023	+ 60 Days*
NORTHWEST LANDFILL		
FIRST SEMIANNUAL 2023	2/20/2023	+ 60 Days*
SECOND SEMIANNUAL 2023	8/20/2023	+ 60 Days*
NORTHEAST LANDFILL		
FIRST SEMIANNUAL 2023	2/28/2023	+ 60 Days*
SECOND SEMIANNUAL 2023	8/31/2023	+ 60 Days*
AUXILIARY NORTHEAST LANDFILL		
FIRST SEMIANNUAL 2023	6/30/2023	+ 60 Days*
SECOND SEMIANNUAL 2023	12/30/2023	+ 60 Days*
¹ Draft reports are due to ACSWRRD two weeks prior to FDEP deadline. * Report due to FDEP 60 days after completion of laboratory analyses. Note: FDEP permitted deadlines take precedence over listed dates should variances exist.		

2.3. Field Sampling

- 2.3.1. Landfill groundwater and surface water monitoring shall be conducted in strict conformance with FDEP Standard Operating Procedures for Field Activities (FDEP-SOP-001/01), effective April 16, 2018. The Professional shall supply all materials, equipment, and transportation for collection of samples.
- 2.3.2. Specified groundwater monitoring wells shall be measured for depth-to-water in a continuous-round before commencing sampling activities. This information will be used to prepare groundwater contour maps.

2.4. Laboratory Analysis

- 2.4.1. Laboratory analyses of groundwater and surface water samples shall be performed for each monitoring event. Laboratory analyses shall be conducted in strict conformance with FDEP Standard Operating Procedures for Laboratory Operations. The laboratory must be certified under The NELAC Institute (TNI) by the Florida Department of Health.
- 2.4.2. Care must be taken to ensure that samples are shipped in a timely manner, arrive at the laboratory at proper temperature, and that holding-times are not exceeded. Professionals performing this project will be responsible for re-collection of samples that are received at the laboratory outside temperature or holding-time criteria.
- 2.4.3. Quality Assurance samples shall consist of an appropriate number of equipment blanks and trip blanks for each event. Duplicate samples are not required.
- 2.4.4. The following additional requirements pertaining to laboratory analyses shall be applicable to this project:

- 2.4.4.1. The laboratory will maintain current TNI certifications, as required, throughout the life of this project. Documentation of certification must be submitted to the ACSWRRD prior to performing work on this project.
- 2.4.4.2. All sample containers shall be new, unused containers. Pre-used or cleaned containers are not acceptable. All glass containers shall have protective material around them to avoid breakage. Sample containers shall not leak preservative during shipment. Coolers shall be of substantial quality to endure handling and shipping without breaking or leaking.
- 2.4.4.3. Any analytical work that is subcontracted to another laboratory must be performed under TNI certification. Professional will notify ACSWRRD in the event any analyses are subcontracted by the primary laboratory.
- 2.4.4.4. All analyses performed on groundwater and surface water samples shall have detection (reporting) limits at or below Florida groundwater and surface water standards, except where exempted by FDEP document, Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits, October 12, 2004. It is the responsibility of the Professional to ensure that these criteria are met. Analyses not meeting these standards may be rejected.
- 2.4.4.5. Internal laboratory QA/QC data shall be a part of the laboratory reports, and shall be included with the reports. Any deviation from acceptable QA/QC protocol (i.e., poor percent recovery, samples run out of holding time, contaminated equipment or trip blanks, missing samples, data-entry errors, etc.) shall be addressed promptly to avoid delays in reporting. Laboratory quality control data anomalies shall be easily identifiable in the laboratory reports. The laboratory shall supply a cover letter as a case narrative with each laboratory report identifying any QA/QC anomalies, prepared and signed by the laboratory Project Manager and QA/QC officer.
- 2.4.4.6. Laboratory shall be completely responsible for accurate laboratory reports and electronic data transfers. Any erroneous data must be promptly corrected by laboratory.
- 2.4.4.7. Unit costs to perform additional similar analyses of those listed herein shall be considered valid in the event that resampling, additional analyses, sampling points, or sites are added to the existing services.
- 2.4.4.8. The County cannot and does not guarantee the quantity of samples to be submitted to Professional or laboratory.

2.5. Reporting

- 2.5.1. Landfill semiannual compliance monitoring reports shall be produced in conformance with FDEP Chapter 62-701.510(8)a Florida Administrative Code (FAC) and FDEP Permit Specific Conditions. At a minimum the reports shall include the following:
 - 2.5.1.1. Brief summary of event
 - 2.5.1.2. Groundwater contour maps and groundwater elevation data
 - 2.5.1.3. Groundwater monitoring well inspection summary

- 2.5.1.4. Comparison of results to groundwater standards
 - 2.5.1.5. Listing of all results above laboratory detection limits
 - 2.5.1.6. FDEP Parameter Monitoring Report Forms
 - 2.5.1.7. FDEP Water Quality Monitoring Certification Form
 - 2.5.1.8. Copy of original laboratory data reports
 - 2.5.1.9. Copy of chain-of-custody forms
 - 2.5.1.10. Field data forms
 - 2.5.1.11. Quality Assurance/Quality Control sample summary
 - 2.5.1.12. Electronic Data Deliverables (EDDs) compatible with FDEP Automated Data Processing Tool (ADaPT) – including Field and Laboratory EDDs
 - 2.5.1.13. Other applicable requirements of FDEP Chapter 62-701.510(8)(a) FAC and FDEP landfill permits
 - 2.5.1.14. Submittal of AdaPT EDDs to FDEP
- 2.5.2. Additionally, if at any time groundwater monitoring results are found to be out of compliance with Florida groundwater standards (FDEP Chapter 62-777 FAC, Table 1) that are outside of historical concentration ranges, the ACSWRRD shall be notified immediately and FDEP shall be notified within 72 hours, if determined appropriate. Resampling, if performed, shall occur within 14 days of receipt of laboratory analysis.
- 2.5.3. Technical summary reports shall be produced in conformance with FDEP Chapter 62-701.510(8)b, FAC and FDEP Permit Specific Conditions. At a minimum the reports shall include the following:
- 2.5.3.1. Descriptive summary of the groundwater monitoring system
 - 2.5.3.2. Groundwater contour maps
- 2.5.4. Other applicable requirements of FDEP Chapter 62-701.510(8)(b) FAC, including:
- 2.5.4.1. Tabular displays of any data which shows that a monitoring parameter has been detected, and graphical displays of any leachate key indicator parameters detected, including hydrographes for all monitor wells
 - 2.5.4.2. Trend analyses of any monitoring parameters consistently detected
 - 2.5.4.3. Comparisons among shallow, middle, and deep zone wells if multiple zones are monitored
 - 2.5.4.4. Comparisons between background water quality and the water quality in detection and compliance wells
 - 2.5.4.5. Correlations between related parameters

- 2.5.4.6. Discussion of erratic and/or poorly correlated data
- 2.5.4.7. An interpretation of the ground water contour maps, including an evaluation of ground water flow rates
- 2.5.4.8. An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions
- 2.5.5. All groundwater monitoring reports shall be signed-and-sealed by a qualified Groundwater Professional (Professional Geologist or Professional Engineer). One electronic-copy shall be submitted to FDEP, ACSWRRD, ACEPD, and ACHD.
- 2.5.6. Additionally, as part of the reporting workscope, the Professional performing this work shall be able to communicate with FDEP and respond to questions concerning the reports. TASK 1- Professional qualifications/Laboratory qualifications:
- 2.6. Landfill Compliance Monitoring Program Consulting The Professional may also be responsible for, and be required to, prepare Technical Reports, Stabilization Reports, FDEP permit modifications, FDEP permit renewals, and conduct contamination assessment actions related to the landfill compliance monitoring program.

2.7. Southwest Landfill Specific Requirements

- 2.7.1. Compliance monitoring will be performed according to the requirements of FDEP Permit No. 162541-020-SF (Date of Issue: August 13, 2013).
- 2.7.2. A map is shown in Figure 1.2. Sampling requirements are shown in Table 1-2. Parameter descriptions are shown in Table 1-7.
- 2.7.3. Additional Requirements
 - 2.7.3.1. Permit Expiration/Renewal: The permit expires August 13, 2023. The deadline for permit renewal is June 13, 2023. These dates are within the contract period.
 - 2.7.3.2. Technical Report: A Technical Report is due to FDEP by June 13, 2023.; this date is within the contract period.
 - 2.7.3.3. Annual monitoring of landfill gas monitoring wells and structures at the landfill and reporting the data to FDEP may be required as a contingency item.

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TABLE 1-2. Southwest Landfill Sampling Requirements

Station	SWLF Permit Appendix 3.3 - Groundwater Parameters	Water Level	Well Depth (feet)	Well Diameter (inches)
Groundwater Monitoring Wells				
SW-1SN	S	S	36.54	4
SW-1DN	S	S	72.89	4
SW-2D	S	S	80.49	4
SW-3D	S	S	70.41	4
SW-4D	S	S	126.29	4
SW-5D	S	S	97.15	4
SW-6D	S	S	108.74	4
SW-7D	S	S	68.15	4
SW-8D	S	S	112.66	4
SW-9D	S	S	82.62	4
SW-10D	S	S	82.32	6
SW-11D	S	S	49.12	4
SW-13D	S	S	81.60	4
SW-15D	S	S	75.50	2
SW-P5	S	S	75.12	4
SW-P8	S	S	77.58	4
Water Level Only Wells				
SW-2SN		S		
SW-3SN		S		
SW-5S		S		
SW-9S		S		
SW-P2		S		
SW-P3		S		
SW-P9		S		
SW-P12		S		
SW-P15		S		
SW-P20		S		
SW-12D		S		
SW-16D		S		
S = Semiannual Requirement				

2.8. Northwest Landfill Specific Requirements

2.8.1. Compliance monitoring will be conducted according to FDEP Permit No. 64602-009-SO (Date of Issue: August 28, 2018).

2.8.2. A map is shown in Figure 1.3. Sampling requirements are shown in Table 1-3. Parameter descriptions are shown in Table 1-7.

2.8.3. Additional Requirements

2.8.3.1. Permit Expiration/Renewal: The permit expires August 28, 2023. The deadline for permit renewal is June 28, 2023. These dates are within the contract period.

2.8.3.2. Technical Report: A Technical Report is due to FDEP by June 28, 2023; this date is within the contract period.

2.8.4. Additional Sampling Information

2.8.4.1. Water Levels: Additional off-site well sampling and water levels may be required for this site.

TABLE 1-3. Northwest Landfill Sampling Requirements.

Station	NWLF Permit Appendix 3.4(a) – Groundwater Parameters – On-Site Monitoring Wells	NWLF Permit Appendix 3.4(b) – Groundwater Parameters – Off-Site Assessment Monitoring Wells	NWLF Permit Appendix 3.4(c) – Groundwater Parameters – Off-Site Private Wells	NWLF – EPA 601, EPA 504, and Chloride	Water Level	Well Depth (feet)	Well Diameter (inches)
On-Site Groundwater Monitoring Wells							
NW-1D	S				S	124.00	4
NW-5D	S				S	101.65	2
NW-6D	S				S	88.06	2
NW-7D	S				S	87.11	2
NW-8D	S				S	95.34	2
NW-9D	S				S	74.02	2
NW-10D	S				S	166.05	2
NW-11D	S				S	95.38	2
NW-21D	S						
Off-Site Assessment Wells							
NW-14D		S			S	129.65	2
NW-15D		S			S	129.72	2
NW-16D		A (S1)			S	175.00	2
NW-17D		A (S1)			S	179.25	2
NW-18D		S			S	±180	2
NW-19D		S			S	±180	2
Off-Site Private Wells							
Gorrick			S		-	-	4
NW-P26			S		-	-	4
NW-P27			S		S	106.70	4
NW-P28			S		-	-	4
NW-P30			S		S	-	4
NW-P38			S		-	-	4
NW-P40			S		-	-	4
Other Off-Site Wells – Not in Permit – Sampled at County’s Discretion							
NW-PS6				S	-	-	4
Bruck				S	-	-	4
Matislky House				A (S2)	-	-	4
Matislky - Barn				A (S2)	-	-	4
Watson				S	-	-	4
Water Level Only Wells							
NW-3D					S		
NW-4D					S		
NW-12D					S		
NW-13D					S		
NW-20D					S		
S = Semiannual Requirement A = Annual Requirement (S1 or S2 designation indicates which Semiannual Event sample is collected)							

2.9. Northeast Landfill Specific Requirements

2.9.1. Compliance monitoring will be performed according to the requirements of FDEP Permit No. 64601-010-SF (Date of Issue: July 29, 2015).

2.9.2. A map is shown in Figure 1.4. Sampling requirements are shown in Table 1-4. Parameter descriptions are shown in Table 1-7

2.9.3. Additional Requirements

2.9.3.1. Permit Expiration/Renewal: The permit expires July 29, 2025. The deadline for permit renewal is May 29, 2025. These dates are outside the contract period.

2.9.3.2. Technical Report: A Technical Report is due to FDEP by May 29, 2005 this date is outside the contract period.

2.9.4. Additional Sampling Information

2.9.4.1. Naphthalene: One well (NE-1SN) is sampled annually for Naphthalene and analyzed by EPA Method 602.

2.9.4.2. Surface Water: One surface water station (NE-RTE) requires semiannual sampling for Northeast Landfill - NELF Permit Appendix 3.6 - Surface Water Parameters.

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FIGURE 1.4. Locations of Landfill Compliance Monitoring Stations at the Northeast Landfill, Fairbanks, FL.

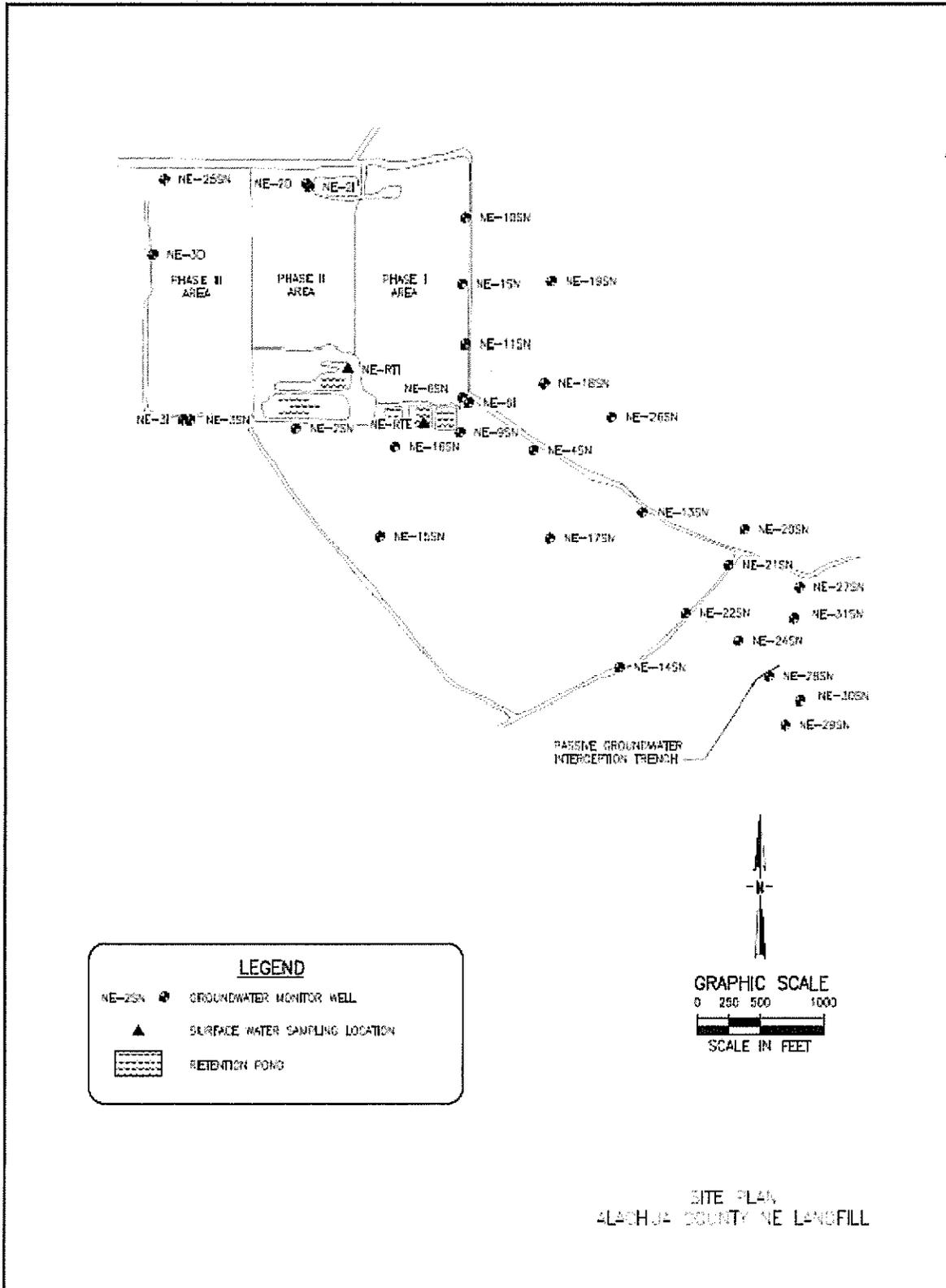


TABLE 1-4. Northeast Landfill Sampling Requirements.

Station	NELF Permit Appendix 3.4 - Groundwater Parameters	Naphthalene EPA 602	NELF Permit Appendix 3.6 - Surface Water Parameters	Water Level	Well Depth (feet)	Well Diameter (inches)
Groundwater Monitoring Wells						
NE-1SN	A	A		S	26.40	2
NE-2SN	A			S	26.60	4
NE-3SN	B			S	26.60	4
NE-6SN	A			S	27.00	4
NE-9SN	A			S	24.96	2
NE-10SN	A			S	23.68	2
NE-11SN	A			S	19.70	2
NE-16SN	A			S	17.58	2
NE-25SN	A			S	20.26	2
NE-27SN	S			S	26.48	2
NE-28SN	S			S	22.70	2
NE-29SN	S			S	20.76	2
NE-30SN	S			S	8.50	2
NE-31SN	S			S	23.84	2
NE-6I	B			S	84.60	4
Water Level Only Wells						
NE-4SN				S		
NE-13SN				S		
NE-14SN				S		
NE-15SN				S		
NE-17SN				S		
NE-18SN				S		
NE-19SN				S		
NE-20SN				S		
NE-21SN				S		
NE-22SN				S		
NE-24SN				S		
NE-26SN				S		
NE-2I				S		
NE-3I				S		
NE-2D				S		
NE-3D				S		
Surface Water Stations						
NE-RTE			S	-		
S = Semiannual Requirement A = Annual Requirement (S2) B = Biannual Requirement (Once Every Two Years)(S2)						

2.10. Auxiliary Northeast Landfill Specific Requirements

2.10.1. Compliance monitoring will be performed according to the requirements of FDEP Permit No. 75170-012-SO (Date of Issue: September 9, 2021).

2.10.2. A map is shown in Figure 1.5. Sampling requirements are shown in Table 1-5. Parameter descriptions are shown in Table 1-7.

2.10.3. Additional Requirements

2.10.3.1. Permit Expiration/Renewal: The permit expires September 9, 2026. The deadline for permit renewal is July 10, 2026. These dates are outside the contract period.

2.10.4. Technical Report: A Technical Report is due to FDEP by June 5, 2026. This date is outside the contract period.

FIGURE 1.5. Locations of Landfill Compliance Monitoring Stations at the Auxiliary Northeast Landfill, Fairbanks, FL.

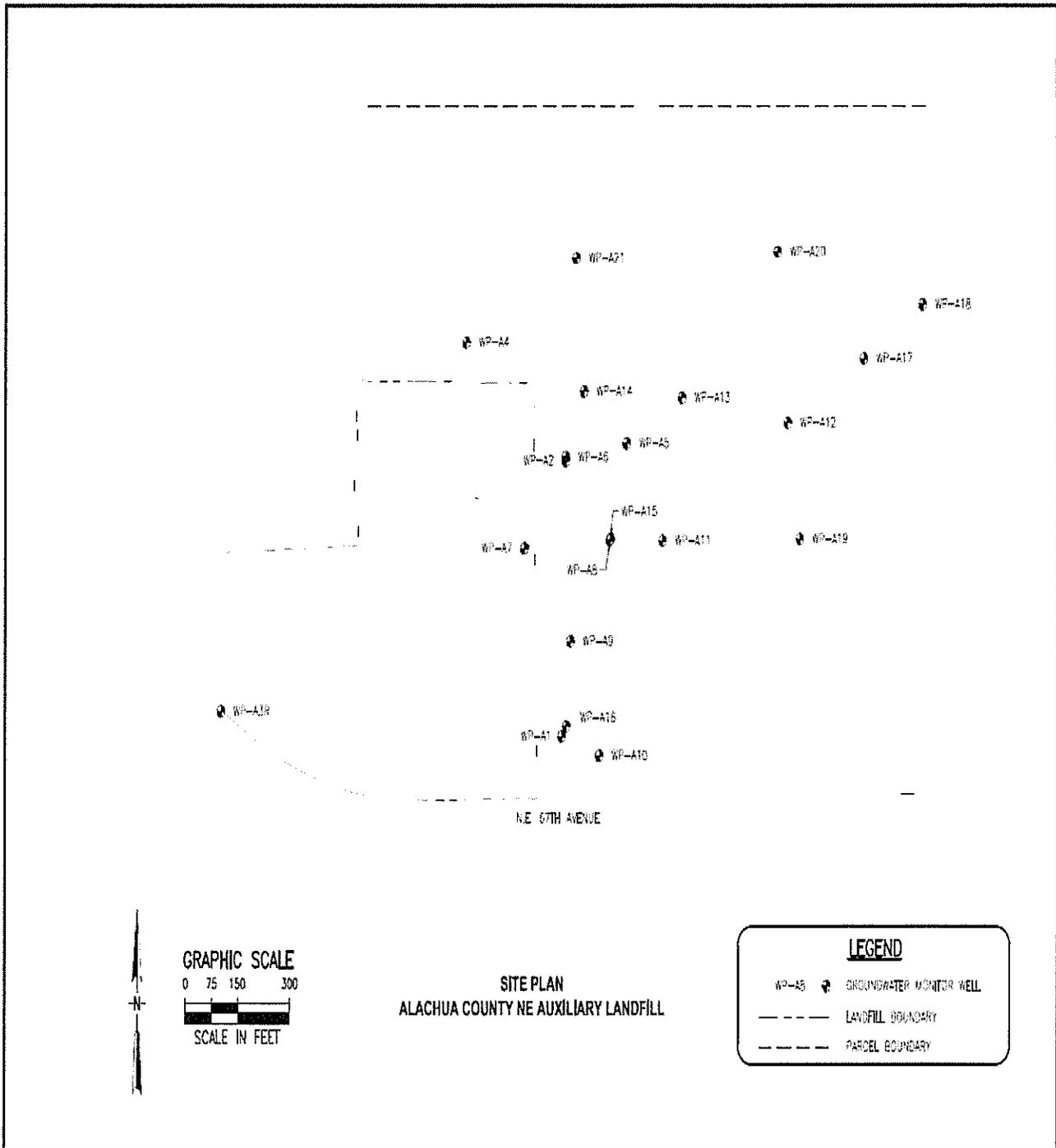


TABLE 1-5. Auxiliary Northeast Landfill Sampling Requirements.

Station	ANELF Appendix 3.3 - Groundwater Parameters	Water Level	Well Depth (feet)	Well Diameter (inches)
Groundwater Monitoring Wells				
WP-A1	S	S	19.85	2
WP-A2	S	S	18.71	2
WP-A3 R	S	S	23.84	2
WP-A4	S	S	16.27	2
WP-A12	S	S	22.76	2
WP-A13	S	S	22.35	2
WP-A15	S	S	49.74	2
WP-A17	S	S	23.78	2
WP-A18	S	S	23.19	2
WP-A19	S	S	23.91	2
WP-A20	S	S	23.54	2
WP-A21	S	S	24.12	2
Water Level Only Wells				
WP-A5		S		
WP-A6		S		
WP-A7		S		
WP-A8		S		
WP-A9		S		
WP-A10		S		
WP-A11		S		
WP-A14		S		
WP-A16		S		

2.11. Contingency

2.11.1. Contingency items required for compliance monitoring may include, but not be limited to, the items listed below. Contingency items will not be performed without prior authorization from the County

2.11.2. Contingency Items

- 2.11.2.1. Resampling / Additional Sampling: Resampling may be required to verify analytical results from the scheduled sampling events. Additional sampling may be requested by the County for informational purposes, or by FDEP.
- 2.11.2.2. Additional sampling requirements of Contamination Assessment activities.
- 2.11.2.3. Significant written responses to FDEP review of the compliance monitoring reports.
- 2.11.2.4. General support for other items and projects not related to the routine sampling or reporting requirements.

TABLE 3-7. Parameter Descriptions and Estimated Quantities 2022 - 2023.

Parameter	Southwest Landfill	Northwest Landfill	Northeast Landfill	Auxiliary Northeast Landfill
Field Parameters	32	50	18	24
Ammonia	-	-	20	-
Unionized Ammonia	-	-	4	-
Bicarbonate	-	-	24	-
Biochemical Oxygen Demand (BOD5)	-	-	4	-
Chloride	36	58	20	26
Nitrate	-	16	9	-
Nitrate + Nitrite	18	-	-	-
Total Dissolved Solids	36	46	24	26
Total Hardness	-	-	4	-
Arsenic	12	-	4	-
Cadmium	-	-	4	-
Chromium	14	-	4	-
Copper	-	-	4	-
Iron	36	46	24	-
Lead	-	-	4	-
Mercury	-	32	-	-
Mercury – Low Level	-	-	4	-
Manganese	-	12	-	-
Nickel	16	-	-	-
Sodium	-	-	4	-
Thallium	20	-	-	-
Vanadium	10	-	-	-
Zinc	-	-	4	-
Naphthalene (EPA 602)	-	-	2	-
EPA 504	-	58	-	-
EPA 601	12	58	-	-
EPA 601/602	-	-	24	26
EPA 504 Trip Blanks	-	10	-	-
EPA 601 Trip Blanks	4	10	-	-
EPA 601/602 Trip Blanks	-	-	8	6

3. TASK 2 – Solid Waste and Resource Recovery Consulting Services

3.1. Solid Waste and Resource Recovery Consulting Services includes collecting data, analysis, and reporting for:

- 3.1.1. Financial assurance compliance assistance,
- 3.1.2. NPDES compliance assistance,
- 3.1.3. Financial evaluations,
- 3.1.4. Efficiency studies,

- 3.1.5. Capital improvement project management, including design build qualifications,
- 3.1.6. Structural inspections and evaluation,
- 3.1.7. Closed landfill management,
- 3.1.8. Organics recycling,
- 3.1.9. Materials recovery facilities design and operations,
- 3.1.10. Solid waste and resource recovery master planning,
- 3.1.11. Solid waste permit modifications and renewals, and
- 3.1.12. Other general solid waste consulting tasks.

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Exhibit 2: Payment Schedule



100 Crystal Run Road, Suite 101, Middletown, NY 10941
Phone: 845-695-0200 – Fax: 877-845-1456

SCHEDULE OF CHARGES

PERSONNEL CHARGES

<u>Professional</u>	<u>Rate Per Hour</u>
Senior Client Manager.....	\$200 - 320/hr
Senior Project Manager/Technical Review.....	\$150 - 225/hr
Senior Project Staff/Project Manager.....	\$125 - 185/hr
Project Staff.....	\$75 - 170/hr

Technical

CAD Operator/Designer.....	100 - 170/hr
Field Technician/Field Manager.....	\$75 - 160/hr

Support Services

Administrative.....	\$70 - 135/hr
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Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Tetra Tech will be billed at cost plus 15%.

COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction (letter & legal) - black and white, per sheet.....	\$ 0.10
Reproduction (letter & legal) - color, per sheet.....	\$ 1.25
CAD Plots/Reproduction - black and white, per square foot.....	\$ 0.35
CAD Laser Plots - black and white/color, per square foot.....	\$ 2.00
Auto per mile.....	Current government rate
Pickup truck per day.....	\$ 135.00

PAYMENT

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

Exhibit 3: Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. 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 \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B 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.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

		<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>		DATE (MM/DD/YYYY): 09/27/2021					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).									
PRODUCER Acord Risk Insurance Services West, Inc. Los Angeles CA Office 702 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0160 USA			CONTACT NAME: PHONE (AC No. Ext): (866) 282 7122 FAX (AC No.): (800) 363 0105 E-MAIL ADDRESS:						
INSURED Cornerstone Environmental Group 100 Crystal Run Road Suite 101 Middletown NY 10941 USA			INSURER(S) AFFORDING COVERAGE		RANC #				
			INSURER A: Zurich American Ins Co 16535						
			INSURER B: American Guarantee & Liability Ins Co 76747						
			INSURER C: Lexington Insurance Company 19437						
			INSURER D: American International Group UK Ltd AA1120187						
			INSURER E:						
			INSURER F:						
COVERAGES		CERTIFICATE NUMBER: 570089533314		REVISION NUMBER:					
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested									
LINE	TYPE	DESCRIPTION	ADMITTED	THIRD PARTY	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	COVERAGE	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY			060181740501	10/01/2021	10/01/2022	EACH OCCURRENCE: \$2,000,000 DAMAGE TO PROPERTY: \$500,000 AUTO & HOME: (Any one person) \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$4,000,000 PRODUCTS/COMPOUND: \$4,000,000	
		CLAIMS MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
		X COI Coverage							
		CENT. AGGREGATE LIMIT APPLIES PER POLICY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
		MINIMUM							
A	X	AUTOMOBILE LIABILITY			BAF 1857085 03	10/01/2021	10/01/2022	OCCURRED SINGLE LIMIT (Per accident): \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
		ANY AUTO							
		OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>					
		NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>					
D	X	UMBRELLA LIAB			62785252	10/01/2021	10/01/2022	EACH OCCURRENCE: \$10,000,000 AGGREGATE: \$10,000,000	
		EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>					
		DED. X RETENTION \$100,000							
A	X	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			WC254001001	10/01/2021	10/01/2022	X PER STATUTE <input type="checkbox"/> OTHER	
		ANY PROPERTY OF PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (MANDATORY IF RW)	<input type="checkbox"/>	<input type="checkbox"/>	Workers Comp - AGS	10/01/2021	10/01/2022	E - EACH ACCIDENT: \$1,000,000	
		DESCRIPTION OF OPERATIONS below			WC185708703	10/01/2021	10/01/2022	E - UMBRELLA EMPLOYEE: \$1,000,000	
					Workers Comp - WT	10/01/2021	10/01/2022	E - DISEASE AND DEATH: \$1,000,000	
					018182375	10/01/2021	10/01/2022	Each Claim: \$1,000,000	
					Prof/colt Liab	10/01/2021	10/01/2022	Aggregate: \$1,000,000	
					SIR applies per policy terms & conditions				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required): RE: Job Description: Alachua County Professional Services - Solid Waste and Resource Recovery. The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile liability policies as required by written contract. General liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions as required by written contract. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. Stop Gap coverage for the following states: OH, ND, WA, KY									
CERTIFICATE HOLDER Alachua County Board of County Commissioners Attn: Risk Management 12 SE 1st Street, 3rd floor Gainesville FL 32601 USA			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 						

Holder Identifier: FC-RLM22

Certificate No.: 570089533314

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 1817406-03	10/01/2021	10/01/2022		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal,
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed, and
 - 3. Must be in an electronic format that is acceptable to us
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium, or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium, or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not
 - 1. Extend the Coverage Part cancellation or non-renewal date,
 - 2. Negate the cancellation or non-renewal, or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1857085-03	10/01/2021	10/01/2022		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

POLICY NUMBER: WC 2540616-03

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 00 03 13

(Ed 4-84)

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule

Schedule

- 1. Specific Waiver
Name of person or organization

- Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

- 3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium:

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2021

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Insurer, either directly or through its broker of record, the email address of the contact at such entity,

and the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
WC 1857087-03

Endorsement No.
Premium S

Insurance Company
EURICH AMERICAN INSURANCE COMPANY

WC 99 06 43
(Ed. 01-13)

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Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Annual Landfill Compliance Monitoring and Solid Waste and Resource Recovery Consulting Services

Contract or Bid/RFP #: 23-140

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Cornerstone Environmental Group LLC

PROFESSIONAL

By: Prentiss A. Shaw
Print: Prentiss A. Shaw
Title: Vice President
Date: November 1, 2022