

## Grants & Contracts - Transmittal Memo

DATE: March 27, 2019

FROM: Purchasing Division, Contracts

TO: Patrick Irby

CONTRACT #: 10194

VENDOR: Cornerstone Environmental Group, LLC

DESCRIPTION: #10194 Cornerstone Environmental Group, LLC 1<sup>st</sup> Amendment for solid waste and resource recovery consulting services extending term to 9/30/2020  
RFP 17-140

APPROVED BY: Board of County Commissioners

APPROVAL DATE: March 26, 2019

RECEIVED ON: March 27, 2019

TERM START: March 27, 2019

TERM END: September 30, 2020

AMOUNT: NTE \$200,000.00

RFP/BID #: RFP 17-140

GMW: Yes

POR #  
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT #10194**  
**BETWEEN ALACHUA COUNTY AND**  
**CORNERSTONE ENVIRONMENTAL GROUP, LLC FOR SOLID WASTE AND**  
**RESOURCE RECOVERY CONSULTING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 26<sup>th</sup> day of March A.D. 2019, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Cornerstone Environmental Group, LLC**, doing business at **201 East Pine Street, Suite 1000, Orlando, Florida 32801**, hereinafter referred to as "Professional"(collectively, the County and the Contractor are referred to herein as the "Parties).

**WITNESSETH:**

**WHEREAS**, in 2016 the County issued Request for Proposal (RFP) #17-140 seeking proposals from licensed professionals for the provision of **Annual Landfill Compliance Monitoring and Solid Waste and Resource Recovery Consulting Services**; and

**WHEREAS**, after evaluating and considering all timely responses to RFP #17 140 , the County identified the Contractor as the top ranked firm and entered into the *Professional Services Agreement between Alachua County and Cornerstone Environmental Group, LLC for Solid Waste and Resource Recovery Consulting Services* dated February 14, 2017 (the "Agreement") with an initial Term extending through September 30, 2018; and

**WHEREAS**, the County has elected to exercise its first option to renew the Term of the Agreement for a two year period extending through September 30, 2020 ("First Renewal Option Term"); and

**WHEREAS**, the Parties also wish to amend the Agreement to reflect an increase in the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"), and to update the Project Records and to update the Counterparts provision.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement as follows:

A. Paragraph 1 of the Agreement, **Term**, is amended in its entirety to read:

1.1 This First Amendment shall be effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2020, unless earlier terminated as provided herein.

1.2 The Professional hereby acknowledges that all terms and conditions of the Agreement fully apply to services completed since October 1, 2018

1.3 The County has the option of renewing this Agreement for one (1) additional two (2) year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

B. Paragraph 6 of the Agreement, **Alachua County Minimum Wage**, is amended in its entirety to read:

**6. Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1st of each year.

6.1 As of October 1, 2018, the current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour

6.2 As of October 1, 2018, the current required Alachua County Minimum Wage is \$15.60 when health benefits are not provided.

6.3 The Contractor must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

6.4 The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements

6.5 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S.

6.6 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

C. Attachment D to the Agreement, **Certification of Meeting Alachua County Minimum Wage Ordinance**, referenced in Paragraph #6 of the Agreement, **Alachua County Minimum Wage**, is hereby deleted in its entirety and replaced with the revised **Attachment D**, which is attached to this First Amendment.

D. Paragraph 10 of the Agreement, **Project Records**, sub-paragraph #10.1., **General Provisions**, is amended with the addition of 10.1.3. to read as follows:

10.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

E. Subparagraph 10.4.2 of the Agreement is amended to add the following new provision after the existing subsection language:

**IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE PROFESSIONAL SHOULD CONTACT THE SOLID WASTE AND RESOURCE RECOVERY DEPARTMENT DIRECTOR AT E-MAIL [pirby@AlachuaCounty.us](mailto:pirby@AlachuaCounty.us), PHONE (352) 374-5213, OR MAIL AT 5620 NW 120<sup>TH</sup> LANE, GAINESVILLE FL, 32653.**

F. Paragraph 30 of the Agreement, **Counterparts**, is amended in its entirety to read as follows:

This Agreement may be executed in any number of and by the different Parties hereto 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 fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

G. This First Amendment is effective upon execution by all Parties.

H. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the Parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: Charles Chestnut IV  
Charles Chestnut, IV, Chair  
Board of County Commissioners  
Date: March 26, 2019

ATTEST:

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

APPROVED AS TO FORM

[Signature]  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: Ken Karl  
Print: Ken Karl  
Title: President

**CORNERSTONE  
ENVIRONMENTAL, LLC**

By: Prentiss A. Shaw  
Print: Prentiss A. Shaw  
Title: Vice President  
Date: February 25, 2019

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

## ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: Cornerstone Environmental Group, LLC  
Address: 201 East Pine St., Suite 1000  
City/State/Zip: Orlando, FL 32801  
Phone Number: 877-294-9070  
Point of Contact: Donald Hullings (don.hullings@cornerstoneeg.com)

Project Description: Annual Landfill Compliance Monitoring and Solid Waste and Recovery Consulting Services

### CONTRACTOR

ATTEST (By Corporate Officer)

By: Kenneth J. Karl

Print: Kenneth J. Karl

Title: President

By: Prentiss A. Shaw

Print: Prentiss A. Shaw

Title: Vice President

Date: February 25, 2019

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

**CERTIFICATE**

**CORNERSTONE ENVIRONMENTAL GROUP, LLC**

To: Alachua County, Florida

I hereby certify to you that I am the duly elected and qualified Secretary of Cornerstone Environmental Group, LLC, a New York limited liability company (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company.

I further certify to you on behalf of the Company that:

Prentiss Shaw, Region Vice President of the Company, is authorized and empowered, in accordance with the policies and procedures of the Company's parent corporation, to execute on behalf of the Company, the First Amendment to Professional Services Agreement #10194 between Alachua County and the Company for Solid Waste and Resource Recovery Consulting Services.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 25<sup>th</sup> day of January, 2019.



Preston Hopson  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/30/2018

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b> (866) 283-7122	<b>FAX (A/C No.):</b> (800) 363-0105
<b>INSURED</b> Cornerstone Environmental Group 100 Crystal Run Road Suite 101 Middletown NY 10941 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Lexington Insurance Company	19437
	<b>INSURER B:</b> Zurich American Ins Co	16535
	<b>INSURER C:</b> AIG Europe Limited	AA1120841
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 570073369572

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0181740600	10/01/2018	10/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 1857085-00	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2018	10/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC254061600 WC185708700	10/01/2018 10/01/2018	10/01/2019 10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2017	10/01/2019	Each Claim \$1,000,000 Aggregate \$1,000,000

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, WY.

**CERTIFICATE HOLDER****CANCELLATION**

Alachua County Board of County Commissioners Attn: Risk Management 12 SE 1st Street, 3rd Floor Gainesville FL 32601 USA	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  <i>Aon Risk Insurance Services West Inc.</i>

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**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.
GLO 1817406-00	10/01/2018	10/01/2019	10/01/2018	75272000		

### **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 1857085-00	10-01-2018	10-01-2019	10-01-2018	75272000		

### **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 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.

**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 10-01-2018  
Insured

Policy No. WC 2540616-00

Endorsement No.  
Premium \$

Insurance Company Zurich American Insurance Company

## ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2017

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 10-01-2018  
Insured

Policy No. WC 1857087-00

Endorsement No.  
Premium \$

Insurance Company Zurich American Insurance Company



# Agenda

## ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Board Room  
12 SE 1st Street  
Gainesville, Florida  
March 12, 2019 BoCC Agenda

3/26

### Agenda Item #43.

**Agenda Item Name:**

First Amendment to Professional Services Agreement #10194 Between Alachua County and Cornerstone Environmental Group, LLC for Solid Waste and Resource Recovery Consulting Services

**Presenter:**

Patrick Irby

**Item Description:**

First Amendment to Professional Services Agreement #10194 between Alachua County and Cornerstone Environmental, LLC for Solid Waste and Resource Recovery Consulting Services.

**Recommended Action:**

Approve the First Amendment to Professional Services Agreement #10194 between Alachua County and Cornerstone Environmental, LLC for Solid Waste and Resource Recovery Consulting Services.

**Prior Board Motions**

On February 14, 2017, the Board approved the initial Professional Services Agreement between Alachua County and Cornerstone Environmental Group, LLC for Solid Waste and Resource Recovery Consulting Services.

**Fiscal Consideration:**

Contract is not to exceed \$200,000 and is task based. Any tasks issued on this contract would be a part of a project and should be budgeted.

**Background:**

The Solid Waste and Resource Recovery Department requires the assistance of outside vendors on a variety of issues. Under this agreement, this vendor can assist with storm water issues at County Solid Waste facilities, disaster debris management plans, contamination assessments, remediation projects, financial evaluations, efficiency studies, permit modifications, compliance reporting, etc.