

6354-13
Amd 6

**AMENDMENT NUMBER SIX TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CDM SMITH INC.
FOR
LANDFILL PERMITTING AND DESIGN**

THIS AMENDMENT NUMBER SIX to Agreement is made and entered into in duplicate this 28 day of April, 2015, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and CDM SMITH INC. (hereinafter the "CONSULTANT"), a foreign profit corporation authorized to do business in the State of Florida with its principal place of business at One Cambridge Place, 50 Hampshire Street, Cambridge, Massachusetts 02139, for Landfill Permitting and Design (hereinafter the "Project").

RECITALS:

WHEREAS, on February 9, 2011, the parties made and entered into City Contract # 6354-13 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended five (5) times previously; and

WHEREAS, said Agreement should be amended further by revising the Scope of Services and incorporating a new Contract Fee Schedule by adding, attaching, and incorporating **Exhibit "L"**, attached hereto and by this reference made a part hereof, and by providing a lump sum fee of \$912,097.00 for the completion of the Trail Ridge Landfill Class I Cell Construction Sequence No. 1 so as to increase the CITY's maximum indebtedness to a new maximum not-to-exceed \$5,813,429.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 1.01 entitled "STATEMENT OF CONSULTANT SERVICES" in said Agreement is amended, in part, by adding, attaching, and incorporating **Exhibit "I"** and, as amended, shall read as follows:

"1.01 STATEMENT OF CONSULTANT SERVICE

"The CONSULTANT shall furnish all services, documents, drawings and other matters called for in this Agreement, as well as those contained in the "Scope of Services" attached hereto as **Exhibits 'A', 'C', 'E', 'G', and 'I',** and part of **Exhibit 'L'** and made a part hereof and incorporated herein by this reference. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. The CONSULTANT accepts the special relationship established between itself and the CITY by this Agreement. The CONSULTANT covenants with the CITY that it is an expert in the design of the Project and will cooperate with Program Managers, Construction Managers, CITY representatives, and others in fostering the interests of the CITY. The CONSULTANT

shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of the CITY.”

3. Section 3.03 in said Agreement is amended, in part, by making conforming revisions to cite new **Exhibit “L”** and, as amended, shall read as follows

“3.03. The CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an “as incurred” basis. Such invoices shall be combined with the CONSULTANT’s regular invoices as set forth in Subsection 3.04 hereof. The cost of services provided by the CONSULTANT shall be paid at the rates (including direct labor, indirect costs, and profit) shown in the “Contract Fee Summary Format” attached hereto as **Exhibits ‘B’, ‘D’, ‘F’, ‘H’ and ‘J’** and part of **Exhibit ‘L’**. The cost of services provided to the CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in **Exhibits ‘B’, ‘D’, ‘F’, ‘H’ and ‘J’** and part of **Exhibit ‘L’** shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the CITY. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the CITY.”

4. Section 3.06 in said Agreement is amended by providing a lump sum fee of \$912,097.00 for the completion of the Trail Ridge Landfill Class I Cell Construction Sequence No. 1 so as to increase the CITY’s maximum indebtedness to a new maximum not-to-exceed \$5,813,429.00 and, as amended, shall read as follows:

“3.06. The maximum indebtedness of the CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of FIVE MILLION EIGHT

HUNDRED THIRTEEN THOUSAND FOUR HUNDRED TWENTY-NINE AND
00/100 USD (\$5,813,429.00).”

5. Attach **Exhibit “L”**.

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of the Agreement of February 9, 2011, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01
By Alvin Brown, Mayor

In compliance with Section 24.103(e) of the City of Jacksonville Ordinance Code I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

C. Ronald Belton
Director of Finance
City Contract # 6354-13
Amendment Number 6
pro

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

By Cheryl Gullotto
Signature
Cheryl A. Gullotto
Type/Print Name
OSC
Title

CDM SMITH INC.
By Patrick R. Victor
Signature
Patrick R. Victor
Type/Print Name
Vice President
Title

EXHIBIT "L"

EXHIBIT K

AMENDMENT 6 to TASK AUTHORIZATION 6354-13

FOR

TRAIL RIDGE LANDFILL CLASS I CELL EXPANSION PROJECT

WETLAND MITIGATION, PSD AIR PERMITTING, OPERATING PERMITTING, AND WESTERN ACCESS ROAD DESIGN

This Authorization, when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Jacksonville (OWNER), and CDM Smith Inc. (CONSULTANT), dated February 9, 2011 hereafter referred to as the Agreement.

PROJECT BACKGROUND

CONSULTANT will assist the OWNER with the design, permitting, and construction of a new Class 1 landfill facility (Phases 6-14) at the Trail Ridge Landfill (TRLF) site. The existing landfill has been developed via 5 stages of cell construction (Phases 1-5) over 20 years and is within 2-3 years of reaching capacity. CONSULTANT has completed the following work related to the TRLF Class I Cell Expansion Project.

Initial Authorization – Developed a Master Plan for the build out of the TRLF site. The Master Plan recommended three phases, Phases 6 through 8 (now numbered 6 through 14), for full site buildout and evaluated various options for the next cell construction, Phase 6 expansion. The Initial authorization also initiated field data collection for design of the TRLF Expansion Project.

Amendment 1 – Developed permit application and supporting documentation for the TRLF Expansion Environmental Resource Permit (ERP).

Amendment 2 – Continued data collection and developed permitting plans and specifications for Phase 6A through 6E TRLF Expansion Florida Department of Environmental Protection (FDEP) Solid Waste Permit. Amendment 2 included conceptual stormwater modeling, development of methane gas management plan, geotechnical stability analysis, and ongoing hydro-geological modeling.

Amendment 3 – Authorized investigation of expansion of the on-site borrow pit for use in future landfill activities. This amendment was a partial authorization of the Amendment 3 activities at TRLF. The remaining activities were authorized under Amendment 4.

Amendment 4 – Authorized funding for the remaining work described and approved in Amendment 3, including continued design and permitting activities for Phases 6 through 14 with development of solid waste construction permit application and Phase 6 construction documents. This amendment also included bidding services.

Amendment 5 – this amendment is a continuation of the work begun under the previous four amendments to obtain the ERP and FDEP Solid Waste Construction Permits needed to construct Phases 6-14 of the Trail Ridge Landfill Expansion. This amendment included activities to apply for a major modification of the site's existing Prevention of Significant Deterioration (PSD) permit, renew the site's

EXHIBIT "L"

solid waste operating permit, and design a new access road for operational traffic. CONSULTANT submitted and received the FDEP solid waste construction permit, operations permit, and 2014 financial assurances for the planned expansion area under this amendment.

SCOPE OF WORK

This scope of work for Amendment 6 is a continuation of the work begun under the previous five amendments to design and construct the Phase 6 Trail Ridge Landfill Expansion. Additionally, this scope includes activities to design the wetland creation areas at the project site, develop a construction sequencing plan to align construction activities based on available funding over the OWNER's next 3 fiscal years, oversee forestry management activities on the site, and provide engineering services during construction of the first sequence of the landfill expansion. The following is a description of the services to be provided under this Task Authorization. The non-sequential order of some tasks and subtasks listed below is a result of tasks either being authorized under previous amendments or the work is to be authorized as part of future amendments.

TASK 1 - KICKOFF MEETING

There is no change to Task 1. All work has been completed for this task.

TASK 2 - DATA COLLECTION AND REVIEW

There is no change to Task 2. All work has been completed for this task.

TASK 3 - TRLF EXPANSION LANDFILL CELL ALTERNATIVES DEVELOPMENT

There is no change to Task 3. All work has been completed for this task.

TASK 4 - ANALYSIS OF PHASE 6 CELL ALTERNATIVE LOCATIONS

There is no change to Task 4. All work has been completed for this task.

TASK 5 - INITIATE FIELD SITE INVESTIGATION

There is no change to Task 5. All work has been completed for this task.

TASK 6 - STORMWATER MODELING

There is no change to Task 6.

TASK 7 - PROJECT MANAGEMENT

Task 7 is amended as follows:

CONSULTANT will perform project management duties for the additional tasks described in Amendment 6. CONSULTANT will set up a project status report format, meetings schedule, schedule updates and other activities required as part of the management of this project.

TASK 8 - WETLAND LONG TERM HYDRATION EVALUATION

There is no change to Task 8.

EXHIBIT "L"

TASK 9 - FLOOD ELEVATION DETERMINATION

There is no change to Task 9.

TASK 10 - ENVIRONMENTAL RESOURCE PERMITTING

Task 10 is amended as follows:

Subtask 10.9 - Forestry Management Plan

In previous amendments, a forestry management plan was developed for the Trail Ridge Landfill site. The following tasks are added to implement the site's forestry management plan.

Forestry subcontractor shall provide oversight and coordination of 170-acre "pay-as-cut" timber sale to occur on the stands identified in the approved FDEP Trail Ridge Landfill Expansion mitigation plan, FDEP Permit No.:16-307659-002-EI. Per the conditions of the permit, stands identified in the mitigation plan will be required to be thinned down to a maximum of fifty (50) stems per acre. This task assumes fourteen (14) weeks of timbering harvesting.

Due to the location of this timber sale, heavy oversight will be required. Timber harvesting will be in accordance with Silvicultural Best Management Practices (BMPs), applicable legal requirements, and the objectives of the seller and mitigation plan. This shall include coordinating sale advertising, contract development, timber marking and delineation of sale boundaries (as necessary), monitoring of harvesting activities, and coordination of sale documentation as requested by the OWNER.

TASK 11 - DESIGN AND PERMITTING

Task 11 is amended to include the following tasks under Amendment 6:

Subtask 11.16 - PSD Major Modification

Under Amendment 5, the CONSULTANT was able to coordinate with FDEP to establish that the Trail Ridge Landfill Expansion Project will not require a major modification to its Prevention of Significant Deterioration (PSD) Permit until such time as the landfill gas (LFG) collection system is installed. Consequently, remaining funding for this subtask is being re-allocated to alternative design tasks.

Subtask 11.17 - Construction Sequencing Plan

Based on currently available funding for fiscal years 2014-2016, CONSULTANT will develop a construction sequencing plan for Phase 6 liner installation, stormwater pond construction, stormwater infrastructure development, and construction of the new western access roadway for Phases 1-5. CONSULTANT will develop up to three (3) additional design drawings for the construction set detailing project components to be installed each fiscal year. CONSULTANT will develop a detailed specification outlining sequence of construction, by fiscal year and will suggest edits to the OWNER's front end documents (e.g., bid tabulation, instructions to bidders, etc.) as appropriate to accommodate multi-phase construction. Additionally, CONSULTANT will develop one (1) cost estimate for each of three (3) fiscal years, for the purposes of aligning construction activities with anticipated available funding.

Deliverables: Up to three (3) design sheets detailing components in each sequence, sequence of construction specification, suggested revisions to OWNER front end contract documents, revised cost estimates for each fiscal year.

EXHIBIT "L"

TASK 12 - SOLID WASTE LANDFILL CONSTRUCTION PERMITTING

There is no change to Task 12.

TASK 13 - QUALITY ASSURANCE AND QUALITY CONTROL

There is no change to Task 13.

TASK 14 - ECONOMIC EVALUATION

There is no change to Task 14.

TASK 15 - PUBLIC INFORMATION PROGRAM ASSISTANCE

There is no change to Task 15.

TASK 16 - BIDDING SERVICES

Task 16 is amended to include the following tasks under Amendment 6:

Subtask 16.3 - Conformed Documents

CONSULTANT will conform the drawings and specifications, incorporating addenda issued during the bidding process. The conformed drawings and specifications will become part of the contract documents and will be used throughout the construction of the project as the basis for determining conformance with project design. Five (5) hard copies, signed and sealed by the engineer(s) of record will be provided to the OWNER, one (1) Electronic copy will be provided to the OWNER, and two (2) AutoCAD format files will be provided to the OWNER and the CONTRACTOR who is awarded the project.

TASK 17 - GENERAL ENGINEERING SERVICES DURING CONSTRUCTION

Task 17 is amended to include the following tasks under Amendment 6:

Subtask 17.1 - Pre-Construction Conference

A Pre-Construction Conference will be held at the beginning of the construction. CONSULTANT will schedule the meetings, make physical arrangements for meetings, develop agenda and distribute the agenda prior to meeting. CONSULTANT will provide appropriate team members to attend the meeting, prepare and distribute notes from the meeting.

Deliverable: Pre-Construction Meeting Notes

Subtask 17.2 - Monthly Progress Meetings

Monthly progress meetings will be held throughout the construction project. CONSULTANT shall schedule meetings, make physical arrangements for meetings, prepare and distribute the agenda, preside over the meeting, and prepare and distribute notes of the meetings. It is anticipated that up to seven (7) monthly meetings will be held during Sequence 1. CONSULTANT shall provide appropriate team members to attend the meeting. Discipline engineers will only be present at monthly meetings when needed as construction progresses. For budgeting purposes, only meetings associated with Sequence 1 (Sequence 1 includes construction of the western access road, stormwater facility SMF-A South, relocation of the existing 20" gas main, site preparation of approximately 50 acres, and approximately 30 acres of secondary liner) are authorized at this time. A separate amendment will be submitted for progress meetings for subsequent Sequences.

EXHIBIT "L"

Deliverable: Monthly Progress Meeting Summary (Four – June 2015 through Sept 2015)

Subtask 17.3 - Review Shop Drawings, Samples, and Other Submittals

CONSULTANT will review and approve (or take appropriate action in respect of) sequence of work, stockpile plan, shop drawings, samples, operation and maintenance (O&M) manuals, schedule of values, payment application format and other data (in accordance with Specifications) which CONTRACTOR is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT will review up to one hundred (100) original submittals and one (1) resubmittal for each original submittal by the CONTRACTOR. Additional subsequent review by CONSULTANT of resubmittals is eligible for additional compensation. Review of Independent Testing Lab Results is covered separately in Subtask 17.4. For budgeting purposes, only shop drawings received in fiscal year 2015 are authorized at this time. A separate amendment will be submitted for submittals for subsequent fiscal years.

Subtask 17.4 - Review of Independent Testing Lab Results

CONSULTANT will contract with a geotechnical and materials testing laboratory to conduct independent testing of CONTRACTOR's work. CONTRACTOR shall contact the testing laboratory to conduct the testing as needed throughout construction progress. CONSULTANT shall witness all testing through the use of the Resident Project Representative (RPR). No additional time has been budgeted in this subtask for either the RPR or other CONSULTANT staff to witness the testing. CONSULTANT reserves the right to request additional compensation, should the CONTRACTOR complete the testing outside of the standard 40-hour work week for the RPR.

CONSULTANT is responsible for all testing costs, including analysis and shipping (if needed). CONSULTANT to review for conformance with Contract Documents.

The tests outlined in **Table 1** are anticipated for the TRLF project. For budgeting purposes, half the testing is assumed to occur in Sequence 1 and will be carried on a not-to-exceed basis.

CONSULTANT will review field test reports for conformance with project contract documents. Should CONTRACTOR fail to pass the independent test and retesting is required, the CONSULTANT is eligible for additional compensation to review retest results. For budgeting purposes, only field staff for testing associated with work in Sequence 1 is authorized at this time. A separate amendment will be submitted for field staff time associated with testing for subsequent sequences.

Subtask 17.5 - Evaluation of Substitutes

CONSULTANT shall evaluate and determine the acceptability of substitutes and "or-equal" materials and equipment proposed by CONTRACTOR. Revisions to Drawings and Specifications as a result of acceptance of substitute materials or equipment (other than "or-equal" items) or evaluation of an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation. The CONSULTANT shall notify the OWNER of the CONTRACTOR's intent for any material substitutions prior to CONSULTANTS review.

EXHIBIT "L"

Subtask 17.6 - Site Visits and Observation of Construction Progress

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, CONSULTANT shall keep OWNER informed of the progress of the work and shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. Additionally, during such visits and on the basis of such observations, CONSULTANT shall disapprove or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. CONSULTANT shall document the site visits with an e-mail to the CONSULTANT's and OWNER's Project Managers summarizing the observations, discussions and/or decisions.

In addition to the above-detailed site visits, CONSULTANT shall provide the services of an RPR at the site to assist CONSULTANT and to provide more continuous observations of such work. These services are detailed in Task 18.0. For budgeting purposes, only site visits planned in association with Sequence 1 (June 2015 through December 2015) are authorized at this time. A separate amendment will be submitted for site visits for subsequent sequences.

Subtask 17.7 - Clarifications, Interpretations, and Field Orders

CONSULTANT shall issue necessary clarifications and interpretations on technical matters of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. CONSULTANT will provide up to twenty (20) clarifications. For budgeting purposes, only clarifications associated with Sequence 1 are authorized at this time. A separate amendment will be submitted for clarifications for subsequent sequences.

Subtask 17.8 - Change Orders

CONSULTANT will provide services in connection with preparing change orders to reflect changes to the construction project. This includes the review of change order proposals, development and issuance of Work Change Directives, and development and issuance of Change Orders for execution by OWNER. In addition, CONSULTANT shall maintain lists of all potential change order items for the project. For budgeting purposes, it is assumed that up to one (1) change order will be developed incorporating up to ten (10) total work change directives. For budgeting purposes, only one (1) change order is anticipated for Sequence 1, incorporating up to ten (10) work change directives. A separate amendment will be submitted for change orders in subsequent sequences.

Subtask 17.9 - Review of Applications for Payment

Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules, CONSULTANT will prepare and submit to OWNER a recommendation for payment in the form of a letter. Approval of invoices will be by OWNER. For budgeting purposes, it is assumed that 6 total Applications for Payment will be processed in association with Sequence 1.

EXHIBIT "L"

Subtask 17.10 - Substantial Completion

The project has both an interim substantial completion milestones at the completion of each construction sequence and an overall substantial completion milestone. Upon notification that the western access roadway portion of the project is ready for its intended use, CONSULTANT and OWNER will conduct an inspection to determine if the first phase of the project is substantially complete. CONSULTANT will develop a punch list of items related to the roadway portion of the project and provide it to the Contractor.

Upon notification that Stormwater Pond A-South is ready for its intended use, CONSULTANT and OWNER will conduct an inspection to determine if the first phase of the project is substantially complete. CONSULTANT will develop a punch list of items related to the roadway portion of the project and provide it to the Contractor.

Upon notification that the entire work is ready for its intended use, CONSULTANT and OWNER will conduct an inspection to determine if the work is substantially complete. Based on the outcome of the inspection CONSULTANT and OWNER will prepare a punch list of items required to be completed to achieve Final Completion.

For budgeting purposes, only substantial completions for the western access road and Stormwater Facility A-South are assumed for Sequence 1. Two site visits have been budgeted for each substantial completion, one to develop punch list and one to confirm punch list items have been completed prior to issuing substantial completion. Any additional site visits to confirm punch list items will require an amendment. Additionally, a separate amendment will be submitted for substantial completion inspections in subsequent sequences.

Subtask 17.11 - Final Inspection

Not budgeted at this time.

Subtask 17.12 - Review of Contractor's Completion Documents

Not budgeted at this time.

Subtask 17.13 - Preparation of Record Drawings

Not budgeted at this time.

Subtask 17.14 - Preparation and Submittal of Final Certification Report

Not budgeted at this time.

Subtask 17.15 - Permit Close-out (All other permits)

CONSULTANT will prepare the final ERP certification of construction completion required by the FDEP for Stormwater Facility A-South. CONSULTANT will submit two (2) (signed and sealed) copies of the report to the FDEP, and provide the OWNER with one (1) copy of the report (signed and sealed). CONSULTANT will coordinate with the OWNER to obtain the permit closeout information.

Additionally, CONSULTANT will submit notification to the FAA upon construction on the site to fulfill the requirements of that agency for vertical construction in proximity to airfields.

EXHIBIT "L"

Subtask 17.16 - Submittal of Complete Project Documents to Owner

Not budgeted at this time.

Subtask 17.17 - General Administration of Construction Contract

CONSULTANT shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified. All of OWNER's instructions to Contractor will be issued through CONSULTANT who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and said Standard General Conditions. Under this task, CONSULTANT may issue communications to the CONTRACTOR addressing clarifications and/or interpretations pertaining to administrative matters covered in the Standard General Conditions, addressing correction or acceptance of defective work, monitoring compliance with contract requirements for notification and coordination with OWNER's operations and other contractors, etc. For budgeting purposes, only activities in fiscal year 2015 are authorized at this time. A separate amendment will be submitted for general administration activities in subsequent fiscal years.

TASK 18 - SPECIAL SERVICES

Task 18 is amended to include the following tasks under Amendment 6:

Subtask 18.1 - Wetland Creation Area

As a special condition of FDEP ERP, No.:16-307659-002-EI, the OWNER must create approximately 9 acres of wetland to mitigate for impacts to onsite wetlands. The following subtasks are associated with the creation and maintenance of the required wetlands.

Subtask 18.1.1 - Wetland Creation Design

CONSULTANT will produce design sheets for the wetland creation areas for the Trail Ridge Landfill Expansion project. This task will include the evaluation of existing topographic data in addition to observed and modeled hydrologic site data to determine the final slope and grade elevations in the wetland creation areas. CONSULTANT will provide design and construction drawings based on these data in conformance with the approved mitigation plan. As part of this task CONSULTANT will conduct one (1) site visit to inspect the wetland creation areas immediately after construction to determine if the final ground surface elevations are consistent with the mitigation design and plan.

Subtask 18.1.2 - Groundwater Monitoring Well Installation and Data Collection

CONSULTANT will install six (6) monitoring wells within the wetland creation areas and surrounding wetlands at the completion of grading. The locations of the monitoring wells will be positioned to capture representative data throughout the wetland creation areas. CONSULTANT will perform one (1) site visit prior to construction to recover the in-situ data loggers currently deployed on-site. CONSULTANT will evaluate the in-situ dataloggers recovered from the existing monitoring well network on site. Properly functioning dataloggers will be redeployed in the six wetland monitoring wells to record water level elevation data. The wells will be monitoring for thirty (30) days prior to planting to determine if the appropriate wetland hydrology has been established. These monitoring wells will be used in the wetland monitoring program and all functioning data loggers will be relinquished to the OWNER.

EXHIBIT "L"

Subtask 18.1.3 - Wetland planting

CONSULTANT will subcontract with a wetland planting contractor to supply and install the following native plant species within the mitigation area. A Planting Completion Report will be developed upon completion of the installation. Trees and/or shrubs will include the following:

- Red maple (*Acer rubrum*)
- Dahoon holly (*Ilex cassine*)
- Sweet gum (*Liquidambar styraciflua*)
- Water oak (*Quercus nigra*)
- Ash (*Fraxinus caroliniana*)
- Bald cypress (*Taxodium distichum*)
- Blackgum (*Nyssa sylvatica* var. *biflora*)
- Fetterbush (*Lyonia lucida*)

A total of approximately 3,736 trees will be planted utilizing 3-gallon specimens at a density of 400 stems per acre.

Subtask 18.1.4 - Prescribed Burn Plan and Implementation

Not budgeted at this time.

Subtask 18.1.5 - Annual Vegetation Monitoring

Not budgeted at this time.

Subtask 18.1.6 - Hydrology Monitoring

Not budgeted at this time.

Subtask 18.1.7 - Maintenance for Invasive/Exotic Species

Not budgeted at this time.

TASK 19 - RESIDENT PROJECT REPRESENTATIVE SERVICES DURING CONSTRUCTION

Task 19 is amended to include the following tasks under Amendment 6:

CONSULTANT will provide full-time RPR services during the active project construction period to observe the performance of the Contractor's work.

Assuming it is a 7-month (31 weeks) project and the first two months will only require part-time RPR services, the level of work estimated for Sequence 1 is 1080 labor-hours of RPR time (8 weeks * 20

EXHIBIT "L"

hours/week plus 23 weeks * 40 hours/week). CONSULTANT reserves the right to request additional compensation, should construction extend beyond the hours budgeted in this proposal.

CONSULTANT's RPR will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding his/her actions. The RPR's dealings in matters regarding the on-site work shall in general be only with CONSULTANT and the CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with OWNER will be only through or as directed by CONSULTANT.

CONSULTANT's RPR will prepare daily reports, describing the general working conditions, areas of construction activity, types of construction activities, tests performed and special and unusual events. Daily reports will be provided to OWNER. The RPR will be responsible for implementation of the CQA Manual and coordination of the Quality Assurance Laboratory. The RPR will also be responsible for providing input and documentation to the EOR for preparing a final sealed certification report that will be submitted to the appropriate permitting agency. The RPR shall record all field activities on the appropriate forms.

TASK 20 - NEW CELL GEOSYNTHETIC INSTALLATION QA/QC CONSTRUCTION SERVICES

Task 20 is amended to include the following tasks under Amendment 6:

CONSULTANT shall provide two (2) full-time construction quality assurance (CQA) Field Representatives during the installation of the Phase 6 double liner system. The double liner system installation includes the following components:

- Leachate Collection System:
 - Protective sand layer
 - Geocomposite drainage layer
 - Primary geomembrane liner
- Leak Detection System:
 - Geocomposite drainage layers
 - Secondary geomembrane liner
 - Geosynthetic clay liner (GCL)
- Tie-in of Phase 6 liner system to Phase 1 through 5 liner system
- Liner Conformance Testing

CONSULTANT's CQA Field Representatives will be responsible for observing and documenting activities related to the quality assurance of the production, handling, storage, and installation of the liner system. CONSULTANT's CQA Field Representatives will also be responsible for implementation of the CQA Manual approved by FDEP as part of the permit to construct Trail Ridge Landfill Class I Landfill Expansion

EXHIBIT "L"

Phases 6. An independent Quality Control laboratory will be retained by the CONSULTANT. The CONSULTANT will coordinate, perform, and pay for all geosynthetics conformance testing required by the specifications. CONSULTANT's CQA Field Representative shall record all field activities in the appropriate forms included in Appendix B of Section 02776 of the contract technical specifications. At the end of each day, the CONSULTANT's CQA Field Representative shall review the forms and enter them electronically. At the completion of liner installation, CONSULTANT shall review the CONTRACTOR's installation forms and panel placement drawing for consistency with the CONSULTANT's CQA Field Representative's forms.

The specific duties of CONSULTANT's CQA Field Representative include:

- A. Reviews all design drawings and specifications.
- B. Reviews all site-specific documentation, including proposed layouts, and manufacturer's and installer's literature.
- C. Develops a site-specific addendum for quality assurance of geosynthetic (if necessary) with the assistance of the Project's Representative.
- D. Administers the geosynthetic portions of the CQA Manual, e.g., assigns and manages all geosynthetic quality assurance personnel, reviews all field reports, and provides engineering review of all quality assurance related issues.
- E. Reviews all changes to design drawings and specifications as issued by CONSULTANT.
- F. Acts as the on-site (resident) representative of CONSULTANT.
- G. Attends all quality assurance related meetings, e.g., resolution, pre-construction, daily, weekly.
- H. Reviews all Manufacturer and Installer certifications and documentation and makes appropriate recommendations.
- I. Reviews the Installer's personnel qualifications for conformance with the QA/QC manual and the Contract Documents.
- J. Manages the preparation of the as-built drawing(s).
- K. Reviews all daily reports, logs and photographs.
- L. Notes any on-site activities that could result in damage to the liner system.
- M. Reports to the Project Representative, and logs in the daily report, and any relevant observations.
- N. Prepares a daily summary of the quantities of geosynthetic installed that day.
- O. Prepares the weekly summary of the liner system quality assurance activities.
- P. Oversees the marking, packaging and shipping of all laboratory test samples.

EXHIBIT "L"

- Q. Reviews the result of laboratory testing and makes appropriate recommendations.
- R. Reports any unapproved deviations from the CQA Manual.
- S. Prepares the final certification report.
- T. Monitors, logs, photographs and/or documents all geosynthetic installation operations. Photographs shall be taken routinely and in critical areas of the installation sequence.
- U. Monitors the following operations for all lining system materials:
 - 1. Material delivery
 - 2. Unloading and on-site transport and storage
 - 3. Sampling for conformance testing
 - 4. Deployment operations
 - 5. Joining and/or seaming operations
 - 6. Condition of panels as placed
 - 7. Visual inspection by walkover
 - 8. Repair operations
- V. Monitors and documents the geomembrane seaming operations, including:
 - 1. Trial seams
 - 2. Seam preparation
 - 3. Seaming
 - 4. Nondestructive seam testing
 - 5. Sampling for destructive seam testing
 - 6. Photographs of destruction seam testing with clear identification mark
 - 7. Appropriate log for seaming and patching destructive testing
 - 8. Field tensiometer testing
 - 9. Laboratory sample marking
 - 10. Repair operations

EXHIBIT "L"

W. Documents any on-site activities that could result in damage to the lining system. Any problems noted shall be reported as soon as possible to the OWNER and CONSULTANTS' Engineer of Record.

The construction of the liner/leachate collection system is estimated at 8 weeks within Sequence 1. This proposal is based on furnishing two (2) CQA Field Representative(s) for 400 labor hours each (8 weeks at 50 hours/week, 5 days/week). CONSULTANT is assuming 8 hours for field work and 2 hours to complete paper work per day during liner installation. An additional 16 hours have been budgeted to perform the review of the CONTRACTOR's installation forms and panel placement drawing at the end of the fiscal year. CONSULTANT reserves the right to request additional compensation, should the geomembrane installation extend beyond the hours budgeted in this proposal.

TASK 21 - BORROW PIT EVALUATION AND EXPANSION

There is no change to Task 21.

TASK 22 - MEETINGS, PROJECT MANAGEMENT AND QUALITY CONTROL

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's standards and OWNER's expectations. Specific activities included are identified below:

Subtask 22.1- Project Kick-Off and Progress Meetings

CONSULTANT will prepare for and conduct the following project meetings as previously outlined in the tasks above.

Subtask 22.2- Project Quality Control (QC) Technical Review

No change to task 22.2 as part of this amendment.

Subtask 22.3- Project Status Reports

CONSULTANT's project manager will prepare and submit monthly written status reports for an anticipated project life of seven (7) months to accompany monthly invoices.

ASSUMPTIONS

The following assumptions are included in this Task Authorization.

1. OWNER shall be responsible for all permit or review fees associated with project.
2. OWNER shall attend the pre-construction conference, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
3. OWNER shall bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
4. All work described in this amendment is for Sequence 1. Engineering Services During Construction for subsequent sequences will be included in future amendments.

EXHIBIT "L"

5. It is assumed that up to one (1) change order will be developed incorporating up to ten (10) total work change directives.
6. For budgeting purposes, it is assumed that one hundred (100) submittals will be processed.
7. For budgeting purposes, it is assumed that ten (10) clarifications will be issued.
8. For budgeting purposes, it is assumed that six (6) total Applications for Payment will be processed.

DELIVERABLES

The following deliverables will be provided:

Task	Description of Deliverable	Quantity/Format
Development of Conformed Documents	Conformed Documents	<ul style="list-style-type: none"> - Five (5) sets of full-sized drawings and specifications (signed-and-sealed original) - One (1) set of half-sized drawings - Five (5) CDs with PDFs of all drawings and specifications - One (1) Electronic format - Two (2) AutoCAD format
Clarifications and Interpretations; Field Orders	Up to twenty (20) clarifications	<ul style="list-style-type: none"> - Electronic format
Change Orders	Up to one (1) change order and up to ten (10) total work change directives	<ul style="list-style-type: none"> - Electronic format
Review of Applications for Payment	Cover letter and 6 Applications for Payment	<ul style="list-style-type: none"> - Three (3) Hard Copies
Substantial Completion	Letter and punch list for interim and overall substantial completion	<ul style="list-style-type: none"> - Electronic format
Resident Project Representative (RPR) Services	Daily reports describing construction activities to be submitted to the OWNER on a weekly basis	<ul style="list-style-type: none"> - Electronic format
Permit Closeout		<ul style="list-style-type: none"> - Three (3) hard copies of the report (signed-and-sealed)
Project and Quality Management	Monthly status reports	<ul style="list-style-type: none"> - Electronic format

EXHIBIT "L"

TIME OF COMPLETION/SCHEDULE

CONSULTANT will begin work within five (5) calendar days of receiving Notice to Proceed (NTP) from the OWNER. Engineering Services During Construction will be provided based on the CONTRACTOR's approved construction schedule. All authorized work will take place by December 30, 2015.

COMPENSATION AND PAYMENT

CONSULTANT will complete the services in the Tasks listed above in this Amendment No. 6, excluding quality assurance and conformance testing, for a lump sum fee of \$702,097 as shown in Exhibit J. The lump sum fee for Amendment 5 will be reduced by \$180,000 for a revised lump sum fee of \$536,462. CONSULTANT will invoice monthly as a percentage of the lump sum based on the percentage of work completed during the billing period. Lump sum compensation shall be for all labor, sub-consultants, and other direct costs associated with the performance of the work. CONSULTANT will complete quality assurance and conformance testing for a not to exceed cost of \$210,000 as shown in Exhibit L. CONSULTANT will invoice monthly based on actual testing completed. The total amended value for this Task Authorization is \$5,813,428.

EXHIBIT "L"

EXHIBIT L				
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION				
CITY OF JACKSONVILLE, FLORIDA				
CLASS I LANDFILL PERMITTING AND DESIGN - AMENDMENT 6				
	2/25/2015			
PART I - GENERAL				
1. Project			Proposal Number	
CLASS I LANDFILL PERMITTING AND DESIGN AMENDMENT #6 Engineering Services During Construction			RFP #P-07-10	
3. Name of Consultant			Date of Proposal	
CDM Smith Inc.			2/25/2015	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours		TOTAL
Officer/Technical Expert	74.32	84	\$ 6,242.88	
Principal / Associate / Project Manager	63.06	771	\$ 48,619.26	
Senior Professional	50.11	797	\$ 39,937.67	
Project Engineer II / GIS Specialist III	41.10	928	\$ 38,140.80	
Project Engineer I / GIS Specialist II	34.34	640	\$ 21,977.60	
Sr. GIS Specialist/Designer	40.54	-	\$ -	
GIS Specialist I / Drafter/Technician	29.28	384	\$ 11,243.52	
Clerical	20.83	680	\$ 14,164.40	
Field Staff Support Services	28.15	1,488	\$ 41,887.20	
TOTAL DIRECT LABOR	38.50	5,772		\$ 222,213
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150.0%	x Total Direct Labor	\$	333,320
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			\$	555,533
8. PROFIT: Labor Related Costs (Item 7)		x	10%	\$ 55,553
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation, Per Diem and Equipment				
Presentation Boards				
Reproduction				
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ 13,710
10. SUBCONTRACTS (Lump Sum)				
Forestry and Wetland			\$ 77,300	
SUB-CONTRACT SUB-TOTAL				\$ 77,300
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 702,097
11. REIMBURSABLE COSTS (Limiting Amount)				
Quality Assurance Testing			\$ 210,000	
SUB-TOTAL REIMBURSABLES				\$ 210,000
PART IV - SUMMARY				
TOTAL AMOUNT OF AM 6 CONTRACT	(Lump Sum Plus Reimbursables)			\$ 912,097
TOTAL AMOUNT TO BE REMOVED FROM AM 5				
Subtask 11.16.2 - PSD Permit Application Forms			\$	(15,000)
Subtask 11.16.3 - PSD Permit Application Text			\$	(50,000)
Subtask 11.16.4 - PSD Permit Application Attachments and Supporting Documentation			\$	(60,000)
Subtask 11.16.5 - Final PSD Permit Application			\$	(30,000)
Subtask 11.16.6 - Post Permit Submittal Activities			\$	(25,000)
12. PRIOR CONTRACT AMOUNT (Through Amendment 2)			\$	5,081,331
AMENDED AMOUNT OF CONTRACT			\$	5,813,428



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/08/2015

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 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 Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:		
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: LToyd's Syndicate No. 2623		AA1128623
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570057310428 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	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0837663219	01/01/2015	01/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			BAP 8376631-19	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	WC837663320	01/01/2015	01/01/2016	<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
B	Archit&Eng Prof			QC1501367	01/01/2015	01/01/2016	per 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: Landfill Permitting and Design.
 The City of Jacksonville is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of City of Jacksonville in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER City of Jacksonville Attn: Ivy Dwyer-Frazee 117 w. Duval St., Suite 480 Jacksonville FL 32202 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 <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570057310428

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX – CONDITIONS

F. Notification To Others Of Cancellation

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you. Such Schedule:
 - a. Must be initially provided to us within 15 days:
After the beginning of the policy period shown in the Declarations; or
After this endorsement has been added to policy;
 - b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
 - c. Must be in an electronic format that is acceptable to us; and
 - d. Must be accurate.

Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs **b.**, **c.** and **d.** above.
2. Our delivery of the electronic notification as described in Paragraph 1. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph 1. of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
3. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1. and 2. of this endorsement.
4. Our delivery of electronic notification described in Paragraphs 1. and 2. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - a. Extend the policy cancellation date;
 - b. Negate the cancellation; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs 1. and 2. of this endorsement.

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 01/01/2015

Policy No. WC
8376633-20

Endorsement No.

Insured CDM Smith, Inc.

Premium \$

Insurance Company Zurich American Insurance

U-WC-332-A

(Ed. 01-11) Includes copyrighted material of National Council on Compensation Insurance, Inc. used with its permission.



ZURICH[®]

Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO8376632-19	01/01/2015	01/01/2016	01/01/2015	90060000		

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 this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.**, and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;
2. Negate the cancellation; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule 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



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP8376631-19	01/01/2015	01/01/2016	01/01/2015			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Auto Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4, above.
- B.** Our delivery of the electronic notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A. of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A. and B. of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

