

6398-21  
Amd 4

**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
ENGLAND, THIMS & MILLER, INC.  
FOR  
CLOSURE OF THE TRAIL RIDGE LANDFILL – PHASE 5-7**

**THIS FOURTH AMENDMENT** to Agreement for consulting engineering services for closure of the Trail Ridge Landfill – Phase 5-7 (hereinafter the “Project”) is made and entered into in duplicate this 25 day of June, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the “CITY”), and ENGLAND, THIMS & MILLER, INC., a Florida profit corporation with principal offices at 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (hereinafter the “CONSULTANT”).

**RECITALS:**

**WHEREAS**, on September 12, 2011, the parties made and entered into City of Jacksonville Contract # 6398-21 (hereinafter the “Agreement”) for the Project; and

**WHEREAS**, said Agreement has been amended three (3) times previously; and

**WHEREAS**, said Agreement should be amended further by adding and incorporating **Exhibit “I”**, attached hereto and incorporated by this reference, so as to revise the Scope of Services, by adding and incorporating **Exhibit “J”**, attached hereto and incorporated herein by this reference, as a revised Contract Fee Summary, by making a conforming amendment, and by increasing the City’s maximum indebtedness by \$2,132,280.36 to a new cumulative maximum indebtedness not-to-exceed \$5,518,758.07, 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 made a part hereof and are incorporated herein by this reference.

2. Section 1.01.01. in said Agreement is amended in part by adding and incorporating **Exhibit "I"** so as to revise the Scope of Services, and as amended shall read as follows:

"1.01.01. 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 **Exhibit A**, **Exhibit 'C'**, **Exhibit 'E'**, **Exhibit 'G'**, and **Exhibit 'I'** and by this reference made a part hereof. 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 of said Agreement is amended in part by providing conforming language to reference new **Exhibit “J”** 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 **Exhibit ‘B’, Exhibit ‘D’, Exhibit ‘F’, Exhibit ‘H’, and Exhibit ‘J’**. 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 **Exhibit ‘B’, Exhibit ‘D’, Exhibit ‘F’, Exhibit ‘H’, or Exhibit ‘J’**, 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 of the Agreement is amended in part by increasing the City’s maximum indebtedness by \$2,132,280.36 to a new cumulative maximum indebtedness not-to-exceed \$5,518,758.07, and as amended shall read as follows:

“3.06. The maximum indebtedness of the CITY for all fees, reimbursable items or other costs for Services provided by CONSULTANT pursuant to this Agreement shall

not exceed the sum of FIVE MILLION FIVE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 07/100 DOLLARS (\$5,518,758.07).”

5. Add and attach **Exhibit “I”** and **Exhibit “J”** to said Agreement and incorporate such exhibits therein.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment the

day and year first above written.

ATTEST:

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



CITY OF JACKSONVILLE  
Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For Mayor Alvin Brown  
Under Authority of  
Executive Order No. 2015-01

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby 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 monies provided therein to be paid.

*C. Ronald Belton*  
Director of Finance  
CITY Contract No. 6398-21, Amd. No. 4

Form Approved:

*James R. McCain, Jr.*  
Office of General Counsel

WITNESS:

By *N. Hugh Mathews*  
Signature  
N. Hugh Mathews.  
Type/Print Name  
PRESIDENT  
Title

ENGLAND, THIMS & MILLER, INC.

By *Juanitta Bader Clem*  
Signature  
Juanitta Bader Clem  
Type/Print Name  
Vice President / Principal  
Title

# **EXHIBIT I**

## **AMENDMENT 4**

### **SCOPE OF WORK FOR TRAIL RIDGE LANDFILL**

#### **PHASES 5-7 - CONSTRUCTION ADMINISTRATION SERVICES**

**JACKSONVILLE, FLORIDA**

**ETM Job No. E 11-019-P5**

#### **BACKGROUND**

The City of Jacksonville, Florida (COJ) owns Trail Ridge Landfill, (TRLF) located on the west side of Duval County, Florida. This landfill has been used for purposes of disposing municipal waste since the early 1990s. This facility is located west of State Road 301 and has a landfill footprint of approximately 144 acres. This facility is required to close in phases within 180 days of final waste placement in each unit, in accordance with the FDEP Solid Waste Permit. Closure Phases 5 through 7 are approximately 31 acres. These closure phases are being designed by England Thims & Miller, Inc. (ETM) and will be advertised for bid by the City of Jacksonville. After these Phases are closed there will be approximately 46 acres of TRLF remaining to be closed.

#### **Scope of Project – Closure Phases 5-7, Construction Services**

The basis of work for this contract is the Project Specifications and the Engineering Plans for the Trail Ridge Landfill Incremental Closure (Closure Phases 5-7) currently being prepared by ETM as well as the Florida Department of Environmental Protection (FDEP) approved Quality Control / Quality Assurance Plan.

##### **1.1 Contract Administration**

ETM shall perform Contract Administration services for the closure of Phases 5-7. These services shall include review of the shop drawings, as submitted by the contractor. ETM shall meet with both the COJ and the contractor for a Pre-Construction meeting. During construction, ETM shall meet with the contractor on a weekly basis to review the project schedule and to address issues that arise during construction. ETM shall prepare monthly reports, which will include a weekly summary, a monthly summary and representative ground and aerial photographs (from previous month) to have a photographic record as the job progresses. ETM shall also review the monthly payment request submitted by the contractor.

Re: Construction Administration Services For Trail Ridge Landfill  
Incremental Closure Phases 5-7 ETM No.: 011-19-P5

## 1.2 Construction Management

During construction, ETM shall have a full time field representative onsite to observe the closure construction. The field representative shall coordinate with the contractor and review the work as it progresses. Moreover, the field representative shall observe the contractor's work to verify substantial compliance with the contract plans, specifications and design concepts. However, it should be noted that this monitoring does not mean that ETM will observe placement of all materials. Full time monitoring services means that ETM will have an employee assigned to the site during construction hours. COJ agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but periodic observations appropriate to the construction stage shall be performed. COJ further agrees that ETM will not assume responsibility for the contractor's means, methods, techniques, project safety, sequences or procedures of construction, and it is understood that the field services provided by ETM will not relieve the contractor of his responsibility for performing the work in accordance with the contract plans and specifications.

Once the closure construction for Phases 5-7 is complete, ETM shall schedule a final walk through with the contractor and COJ and shall prepare a punch list to be given to the contractor for final completion. Upon completion of the punch list, ETM shall review these items in the field to ensure that the punch list is complete and notify COJ once all of the construction deficiencies are resolved.

COJ agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site to the extent they are under its direct control, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

## 1.3 Quality Control / Quality Assurance / Certification

ETM's subcontractor, Meskel and Associates Engineering (MAE) shall perform testing as may be require to pre-qualify the contractor's proposed borrow pits. This pre-qualification will help ensure that the source of materials that are used for the closure meets the project specifications. During construction, MAE shall have a full time field representative onsite to observe the closure construction (Phases 5-7) for the purpose of soils Quality Control and Quality Assurance (QA / QC). This field representative shall review geotechnical reports and the QA / QC asbuilts to ensure that each layer of final cover materials are in compliance with the approved FDEP QA / QC Plan, FDEP Solid Waste permit and the project plans and specifications.

Re: Construction Administration Services For Trail Ridge Landfill  
Incremental Closure Phases 5-7 ETM No.: 011-19-P5

Laboratory Material Testing and qualifications shall be performed by the MAE, in accordance with the project plans, project specifications, the FDEP Solid Waste permit and the FDEP approved Quality Control and Quality Assurance Plan. This includes providing a field technician during the estimated schedule on-site as needed to provide onsite testing and sampling. A detailed scope of services and fee schedule prepared by MAE is attached.

This closure includes a geosynthetic liner on the top area (Phase 7), ETM's subcontractor, Golder and Associates (Golder) will provide Quality Control and Quality Assurance for the geosynthetic liner including any penetrations that may be required.

Laboratory Material Testing and qualifications for the geosynthetic materials for the top area geosynthetic liner system shall be performed by the Golder, in accordance with the engineering plans, project specifications and the FDEP approved Quality Control and Quality Assurance Plan. A detailed scope of services and fee schedule prepared by Golder is attached.

As-built Quality Control and Quality Assurance surveys will be prepared by ETM's subcontractor; Robert M. Angas Associates, Inc. in accordance with the FDEP approved Quality Control and Quality Assurance Plan and the FDEP Solid Waste permit. A detailed scope of services and fee schedule prepared by Robert M. Angas Associates, Inc. is attached.

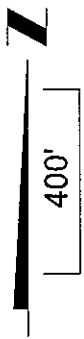
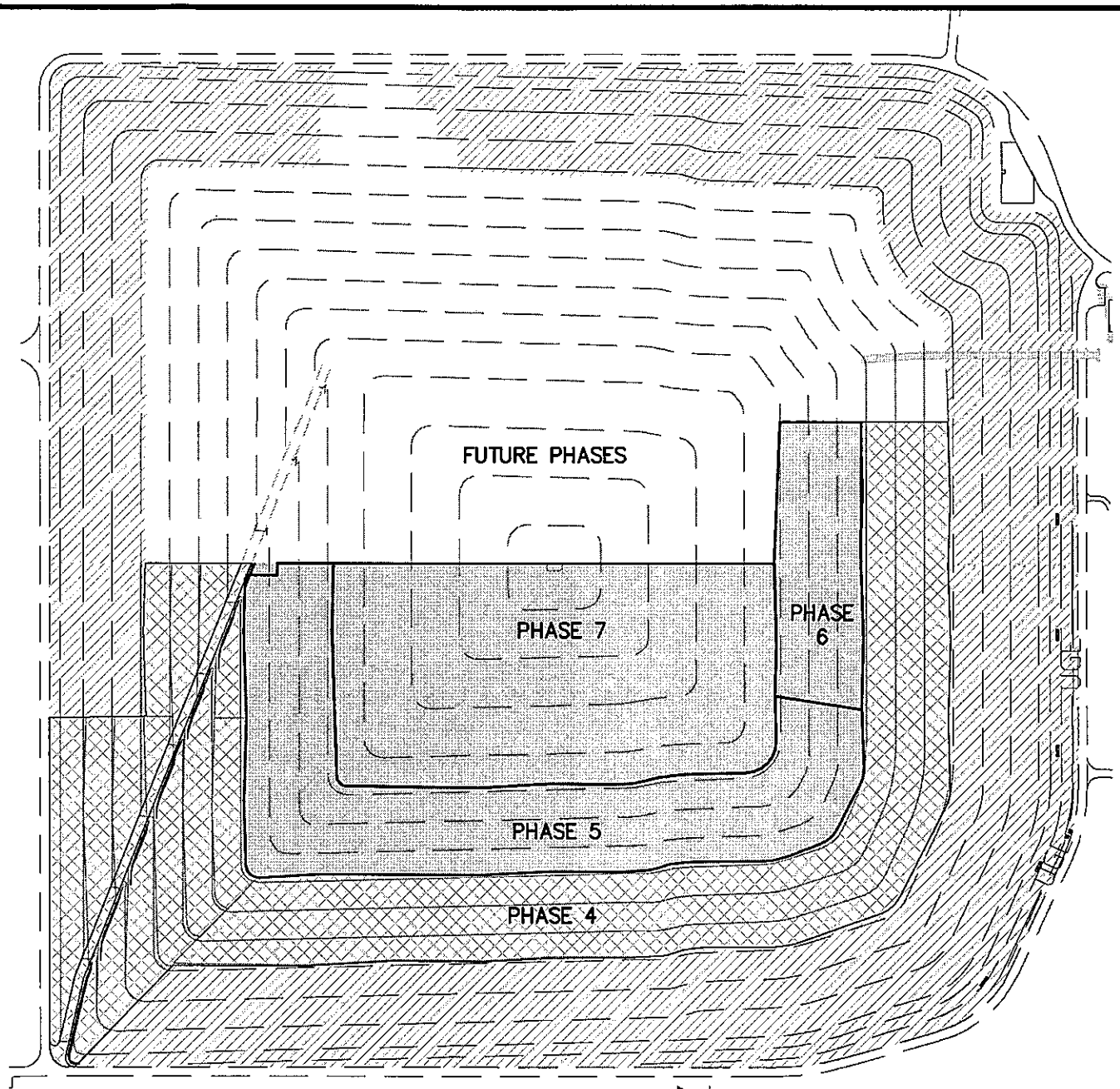
Upon completion of the project, ETM, MAE, Golder and RMA shall prepare a final report and the certification package which will be finalized and submitted to the FDEP for review and approval.


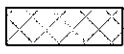
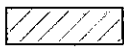
#### **ITEMS NOT INCLUDED:**

1. Const. Stakeout & Verification of locations
2. General Conditions (by COJ)
3. Form of Contract (by COJ)
4. Design and Specifications for Gas Management System
5. Groundwater Monitoring or Testing
6. Wetland Assessment or Surveys
7. Turbidity Monitoring or Testing
8. Permit Modifications
9. Permit Fees
10. CEI Services beyond Phases 5-7
11. Bid Documents



PLOTTED: March 28, 2014 - 9:37 AM, BY: Scott Lockwood  
G:\Landfill\Trail\11-019\Closure-P5-B\Design\Plots\Maps\Amend.dwg



LEGEND	
	PHASES 5 - 7 (CEI SERVICES)
	PHASE 4 CLOSURE (UNDER CONST.)
	PREVIOUSLY CLOSED AREAS

# ETM

VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

## CLOSURE MAP

**PHASES 5-7**  
**TRAIL RIDGE LANDFILL**  
**FOR THE CITY OF JACKSONVILLE, FLORIDA**

ETM NO. 11-019
DRAWN BY: S. Lockwood
DATE: 3-21-14
DRAWING NO. 1

**EXHIBIT J**

<b>CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA</b>				
<b>PART I - GENERAL</b>				
<b>1. Project - Trail Ridge Landfill TRLF - Phases 5-7 Closure CEI Services</b>				<b>2. Proposal No. RFP No. P-16-11</b>
<b>3. Name of Consultant ETM - England-Thims &amp; Miller, Inc.</b>			<b>4. Date of Proposal 1/15/2015</b>	
<b>PART II - LABOR RELATED COSTS</b>				
<b>5. Direct Labor (Table 1)</b>	Hourly Rate	Estimated Hours	Estimated Cost	<b>TOTAL</b>
Principal	\$ 74.52	224	\$ 16,692.48	
Project Manager	\$ 50.91	843	\$ 42,917.13	
Designer	\$ 28.85	200	\$ 5,770.00	
Sr. Field Engineer	\$ 40.17	716	\$ 28,761.72	
Clerical / Admin.	\$ 20.62	650	\$ 13,403.00	
<b>TOTAL DIRECT LABOR</b>	<b>\$ 40.84</b>	<b>2633</b>		<b>\$ 107,544.33</b>
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate	150 % x Total Direct Labor			\$ 161,316.00
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				<b>\$ 268,860.33</b>
<b>8. PROFIT: Labor Related Costs (Item</b>				<b>\$ 26,886.00</b>
<b>9. SUBCONSULTANT COORDINATION: Items 11</b>				<b>\$ 26,886.00</b>
<b>PART III - OTHER COSTS</b>				
<b>10. Miscellaneous Direct Costs (Table 5)</b>				
Original Media			\$ 500.00	
Reproduction			\$ 11,402.50	
Transportation			\$ 23,925.00	
Shipping			\$ 3,750.00	
Sr Field Engineer Expenses			\$ 29,400.00	
Misc			\$ 10,500.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>			<b>\$</b>	<b>\$ 79,477.50</b>
<b>11. SUBCONTRACTS (Lump Sum) (Table 6)</b>				
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>0</b>
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				<b>\$ 375,223.83</b>
<b>12. Reimbursable Costs - Limiting Amount</b>				
<b>Construction Management (Hourly)</b>		<b>(Table 2)</b>	\$	<b>409,870.34</b>
<b>Quality Control / Quality Assurance / Certification</b>		<b>(Table 3)</b>	\$	<b>426,490.08</b>
<b>QA / QC Asbuilt (Robert M. Angas Associates, Inc.)</b>		<b>(Table 4)</b>	\$	<b>131,200.00</b>
<b>Soils QA / QC (Meskel &amp; Associates, Engineering)</b>		<b>(Table 4)</b>	\$	<b>486,018.11</b>
<b>Geosynthetic Liner QA / QC (Golder and Associates, Inc.)</b>		<b>(Table 4)</b>	\$	<b>303,478.00</b>
<b>SUB-TOTAL REIMBURSABLES</b>			<b>\$</b>	<b>1,757,056.53</b>
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b>				<b>\$ 2,132,280.36</b>
<b>(Items 5, 6, 8, 9, 10, 11 and 12)</b>				



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2014

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).

<b>PRODUCER</b> Harden and Associates 501 Riverside Avenue, Suite 1000 Jacksonville FL 32202	<b>CONTACT NAME:</b> Todd Peters <b>PHONE (A/C, No, Ext):</b> 904-354-3785 <b>E-MAIL ADDRESS:</b> tpeters@hardeninsight.com	<b>FAX (A/C, No):</b> 904-634-1302
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ENGLA-1 England Thims & Miller Inc. Robert M Angas Assoc Inc; EMM Properties, LLC 14775 Old St. Augustine Rd. Jacksonville FL 32258	<b>INSURER A:</b> National Fire Insurance Co. NAIC # 20478	
	<b>INSURER B:</b> Valley Forge Insurance Company	
	<b>INSURER C:</b> Continental Casualty Co. NAIC # 20443	
	<b>INSURER D:</b> Transportation Insurance Co. NAIC # 20494	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1082156927      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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 type="checkbox"/> LOC			5095133518	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2087980833	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$500 Comprehensive \$500 Collision
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			2087980847	1/1/2015	1/1/2016	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 <input type="checkbox"/> N/A			5096111288	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C	Professional Liability			AEH113771078	1/1/2015	1/1/2016	Per Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Proof of Insurance	<b>CANCELLATION</b>  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>Todd Peters</i>

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