8396-03 And 8

EIGHTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND AEROSTAR SES LLC FOR CONTAMINATION ASSESSMENT & REMEDIATION SERVICES

THIS EIGHTH AMENDMENT to Agreement is made and entered into in duplicate this // day of _______, 2015, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "CITY"), and AEROSTAR SES LLC, a foreign limited liability company authorized to do business in Florida with principal office at 1006 Floyd Culler Court, Oak Ridge, Tennessee 37820, and a local office at 11181 St. Johns Parkway North, Jacksonville, Florida 32246 (hereinafter the "CONSULTANT"), for contamination assessment and remediation services for various projects (hereinafter the "Project").

RECITALS:

WHEREAS, on March 10, 2010, CITY and CONSULTANT made and entered into City of Jacksonville Contract # 8396-03 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended seven (7) times previously; and

WHEREAS, said Agreement should be amended further by extending the period of service to December 31, 2015, for existing work only and with no increase in the maximum indebtedness, such maximum indebtedness remaining a not-to-exceed amount of \$2,000,000.00, and 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 by this reference are incorporated herein and made a part hereof.

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2. Section 1.02 in said Agreement is amended in part by extending the period of service to December 31, 2015, for existing work only, and as amended shall read as follows:

"1.02 This Agreement shall commence on the Effective Date and shall continue and remain in full force and effect thereafter until DECEMBER 31, 2015, or earlier termination as provided in Section 5.01 hereof."

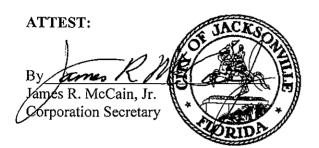
3. The total maximum indebtedness shall remain the same not-to-exceed amount of \$2,000,000.00.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Agreement of March 10, 2010, 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 duly executed this Sixth Amendment the

day and year first above written.



CITY OF JACKSONVILLE B٦ N

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

AEROSTAR SES LLC

Bν Signature Ann 6 Type/Print_Name Locran Envor Title

Ch N By Signature

Signature M. CHRIS MWEES Type / Print Name SENIOR PROGRAM MWAGER Title

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, 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.

Difector of Finance

City Contract # 8396-03 Amendment #8

Form Approved:

ATTEST:

ames Office of General Counsel

G:\Gov't Operations\JMCain\PW\Amendments\AerostarSES.8396-03#8.010715.doc

Encumbrance and funding information for internal City use:

Account.....

Amount.....\$

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

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; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

<u>Director of Finance</u> City Contract #_<u>8396-03</u>, Amd # 8

Contract Encumbrance Data Sheet follows immediately.

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ACORD [®] CER [®]				TIF	FIC	ATE OF LIA	BILITY INSURANCE					DATE (MM/DD/YYYY) 04/04/2014		
	-						OF INFORMATION ONLY							
	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													
R	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).													
		ER McLennan Agency L	LOn					NAME:	CONTACT NAME:					
103	1 W. 4	th Ave, Suite 400						PHONE FAX [A/C, No, Ext]: (A/C, No):						
Anc	horag	e, AK 99501						E-MAIL ADDRESS:						
216		ROF-GAW-2014						INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Co					NAIC # 16535	
INSU	JRED							INSURER A :					26387	
		SES LLCI John's Industrial Pa	urkway	/ N.0				INSURER C : N/A					N/A	
		ile, FL 32243						INSURER D : Evanston Insurance Company					35378	
								INSURER E :						
					TIEI	C A TI		INSURER F :						
COVERAGES CERTIFICATE NUMBER: SEA-002463581-01 REVISION NUMBER: 2 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY NAMED ABOVE FOR THE POLICY												LICY PERIOD		
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			L							ĺ	PERSONAL & ADV INJURY	\$	1,000,000	
]									GENERAL AGGREGATE	\$	2,000,000	
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		EXCESS LIAB		CLAIMS-MADE							AGGREGATE	\$\$		
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											Aggregate		2,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)														
CERTIFICATE HOLDER									CANCELLATION					
Evide	ence o	of Insurance!						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE						
									THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
								ACCORDANCE WITH THE POLICY PROVISIONS.						
								of Marsh USA Inc. Kirk C. Leadhetter						
Kiri									Kirk C. Leadbetter Kirk C. Leadbetter © 1988-2010 ACORD CORPORATION. All rights reserved.					
									@ 13	00-2010 AC	OND CONFORMION	പലു	mo reserved.	

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AGENCY CUSTOMER ID: 216466

LOC #: Anchorage



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh & McLennan Agency LLCI	NAMED INSURED Aerostar SES LLC® 11181 St. John's Industrial Parkway N.®						
POLICY NUMBER	Jacksonville, FL 32243						
CARRIER	NAIC CODE						
		EFFECTIVE DATE:					

ADDITIONAL REMARKS

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> This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21:34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. This insurance was placed through the following Surplus Lines Broker: Marsh & McLennan Agency, LLC - Company B. Worldwide Facilities, Inc. - Company C & D.¹⁰ Per Project Aggregate - designated construction project general agg subject to a \$10M maxi

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PROCUREMENT DIVISION

Vhere Florida Begins.

December 4, 2014

The Honorable Alvin Brown, Mayor City of Jacksonville 4th Floor, St. James Building Jacksonville, FL 32202

Dear Mayor Brown:

Ref: P-43-09 Contamination Assessment & Remediation Services for Various Projects (Amendment No. 8) Department of Public Works

The Professional Services Evaluation Committee met today in Board Room 851, on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

That Contract No. 8396-03, originally executed March 10, 2010, between the City and Aerostar SES, LLC, for Contamination Assessment & Remediation Services for Various Projects is amended to: extend the period of service from December 31, 2014 to December 31, 2015 for existing work only. The maximum indebtedness shall remain a not-to-exceed amount of \$2,000,000.00. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted

Cregory Peak, Chief Producement/Division Chairman, Professional Services Evaluation Committee

APPROVED:

2000 Alvin Brown, Mayor

This / day of

GP or

Council Auditor, Saulta Stockwell, OCC Barbara Turner, GAD Subcommittee Members Karen Bowling Chief Administrative Officer For: Mayor Alvin Brown Under Authority of: Executive Order No. 2013-04