

8396-03  
Amd 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 17 day of Feb., 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.

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.

ATTEST:

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



CITY OF JACKSONVILLE

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

ATTEST:

By K Dawn Blackledge  
Signature  
K Dawn Blackledge  
Type/Print Name  
Senior Program Manager  
Title

AEROSTAR SES LLC

By M. Chris Mwees  
Signature  
M. CHRIS MWEES  
Type / Print Name  
SENIOR PROGRAM MANAGER  
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.

~~X~~  
See Next Page  
Director of Finance  
City Contract # 8396-03  
Amendment #8

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

**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.



Director of Finance  
City Contract # 8396-03, Amd # 8



Contract Encumbrance Data Sheet follows immediately.





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh & McLennan Agency LLC		<b>NAMED INSURED</b> AeroStar SES LLC 11181 St. John's Industrial Parkway N. Jacksonville, FL 32243	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

¶  
 ¶  
 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.  
 Per Project Aggregate - designated construction project general agg subject to a \$10M max  
 ¶

PROCUREMENT DIVISION



December 4, 2014

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

100374

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,

*Gregory Peace*  
Gregory Peace, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

*Karen Bowling*  
Alvin Brown, Mayor

Karen Bowling  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

This 10<sup>th</sup> day of December, 2014

GP

cc: Council Auditor,  
Sandra Stockwell, OGC  
Barbara Turner, GAD  
Subcommittee Members