

8396-03
AM 6

SIXTH AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AEROSTAR SES LLC
f/k/a AEROSTAR ENVIRONMENTAL SERVICES, INC.
FOR
CONTAMINATION ASSESSMENT & REMEDIATION SERVICES

THIS SIXTH AMENDMENT to Agreement is made and entered into in duplicate this 20 day of Nov., 2013, by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and AEROSTAR SES LLC (f/k/a Aerostar Environmental Services, Inc. and hereinafter the "CONSULTANT"), 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, 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 five (5) times previously; and

WHEREAS, said Agreement should be amended further by extending the period of service to June 30, 2014, so as to allow for the issuance of new purchase orders and change orders to those purchase orders if required, 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 entitled "PERIOD OF SERVICE" in said Agreement is amended, in part, by extending the period of service to June 30, 2014, so as to allow for the issuance of new purchase orders and change orders to those purchase orders if required and, as amended, shall read as follows:

"1.02 PERIOD OF SERVICE

This Agreement shall commence on the Effective Date and shall continue and remain in full force and effect thereafter until JUNE 30, 2014, or earlier termination as provided in Section 5.1 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:

CITY OF JACKSONVILLE

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

By Alvin Brown
Alvin Brown, Mayor



ATTEST:

AEROSTAR SES LLC

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

By K. Dawn Blackledge
Signature
K. Dawn Blackledge
Type / Print Name
Division 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.

C. Ronald Belton
Director of Finance
City Contract # 8396-03
Amendment #6: 6

Form Approved:

James R. McCain, Jr.
Office of General Counsel

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