

5991-20

Amd 3

**THIRD AMENDMENT TO CONTRACT
 BETWEEN
 THE CITY OF JACKSONVILLE
 AND
 INSITUFORM TECHNOLOGIES, LLC
 FOR
 STORMWATER REHABILITATION BY CURED-IN-PLACE (CIPP) TECHNOLOGY**

THIS THIRD AMENDMENT to Contract is executed as of this 29 day of Aug, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company (hereinafter the "Contractor") with offices at 17988 Edison Avenue, Chesterfield, Missouri 63005, for stormwater rehabilitation by cured-in-place technology (hereinafter the "Project").

RECITALS:

WHEREAS, effective May 30, 2013, the parties made and entered into City of Jacksonville Contract #5991-20 (hereinafter the "Contract") for the Project; and

WHEREAS, said Contract has been amended twice previously; and

WHEREAS, said Contract should be amended further by exercising the first of two (2) two-year renewal options, with one (1) two (2) year renewal option remaining, so as to extend the period of service from October 1, 2014, through September 30, 2016, and by increasing the amount of the Contract by \$1,000,000.00 for the period October 1, 2014, through September 30, 2016, so as to increase the maximum indebtedness to a new maximum indebtedness not-to-exceed \$4,000,000.00, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the Contract and of the mutual covenants contained therein, the parties agree to amend the Contract as follows:

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

2. Section 2 of said Contract is amended in part by increasing the amount of the Contract by \$1,000,000.00 for the period October 1, 2014, through September 30, 2016, so as to increase the maximum indebtedness to a new maximum indebtedness not-to-exceed \$4,000,000.00, and as amended shall read as follows:

“The Contractor will, at its own cost and expense, do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by City of Jacksonville, Florida, Public Works Department, bid numbered RFQ-0037-13, bid date March 27, 2013, designated as *Request for Qualifications (R.F.Q.) RFQ-0037-13 for Storm Sewer Rehabilitation by Cured-in-Pipe (CIPP) Technology*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively called the ‘Contract Documents’) now on file in the Office of the Division Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference hereby specifically made a part hereof to the same extent as if fully set out herein for an amount not-to-exceed *FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00)*, at and for the prices and on the terms contained in the Contract Documents.”

3. Section 6 of said Contract is amended in part by exercising the first of two (2) two (2) year renewal options, with one (1) two (2) year renewal option remaining, so as to extend the period of service from October 1, 2014, through September 30, 2016, and as amended shall read as follows:

“The period of service for this Contract shall be from the date of full execution hereof until September 30, 2016, with one (1) two (2) year renewal option exercisable in the discretion of the City.”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said City of Jacksonville Contract #5991-20, as previously amended, shall remain unchanged and shall continue in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have fully executed this Second Amendment in duplicate the day and year first above written.

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

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
Corporation Secretary



By Alvin Brown
Mayor

OWNER

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.

C. Ronald Beaton
Director of Finance
City Contract #5991-20, Amd #3
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Form Approved:

Jim Hill
Office of General Counsel

WITNESS:

Jana Lause
Signature

Jana Lause

Type/Print Name

Contracting and Attesting Officer

Title

INSITUFORM TECHNOLOGIES, LLC

Diane Partridge
Signature

Diane Partridge

Type/Print Name

Contracting and Attesting Officer

Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account: PWCP462SD-06505-PW0072-01 Amount: \$1,000,000.00

TOTAL: \$4,000,000.00

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(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

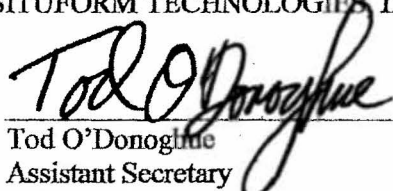
Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 1st day of January, 2014.

INSITUFORM TECHNOLOGIES, LLC

By: _____


Tod O'Donoghue
Assistant Secretary