

5991-20  
Amd 2

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

**THIS SECOND AMENDMENT** to Contract is executed as of this 8 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 once previously; and

**WHEREAS**, said Contract should be amended further by increasing the maximum indebtedness by \$1,000,000.00 to a new maximum indebtedness not-to-exceed \$3,000,000.00, 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 maximum indebtedness by \$1,000,000.00 to a new maximum indebtedness not-to-exceed \$3,000,000.00, 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 *THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)*, at and for the prices and on the terms contained in the Contract Documents.”

**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.]**

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

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

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. Powell Belton  
Director of Finance  
5991-20 AMd #2  
BT

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

INSITUFORM TECHNOLOGIES, LLC

Debra Jasper  
Signature  
Debra Jasper  
Type/Print Name  
Contracting and Attesting Officer  
Title

Dianr Partridge  
Signature  
Dianr Partridge  
Type/Print Name  
Contracting and Attesting Officer  
Title

CONTRACTOR

ENCUMBRANCE & FUNDING INFORMATION:

Account: PWCP462SD-06505-PW0072-01	Amount: <del>\$600,000.00</del> <sup>BT</sup> 567,000.00
Account: PWGM461-SW-03410	Amount: <del>\$400,000.00</del> 433,000.00
	<b>TOTAL: \$1,000,000.00</b>

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:

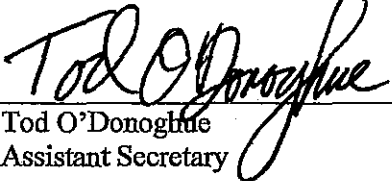
Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, 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 1<sup>st</sup> day of January, 2014.

INSITUFORM TECHNOLOGIES, LLC

By: \_\_\_\_\_

  
Tod O'Donoghue  
Assistant Secretary