

**FIRST AMENDMENT TO C O N T R A C T  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
LAYNE INLINER, LLC  
FOR**

9883  
Amd 1

**STORMWATER REHABILITATION BY CURED-IN-PLACE (CIPP) TECHNOLOGY**

**THIS FIRST AMENDMENT TO CONTRACT** is executed as of this 4<sup>th</sup> day of Sept, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "City"), a municipal corporation in Duval County, Florida, and LAYNE INLINER, LLC, an Indiana limited liability company (hereinafter the "Contractor") with offices at 2531 Jewett Lane, Sanford, Florida 32771.

**WHEREAS**, on June 11, 2013, City and Contractor made and entered into City of Jacksonville Contract No. 9883 (hereinafter the "Contract"); and

**WHEREAS**, said Contract has not been amended before; and

**WHEREAS**, said Contract should be amended 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 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 \$2,000,000.00, 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 \$2,000,000.00, and as amended shall read as follows:

“2. 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-Place 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 *TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)*, 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:

“6. 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 No. 9883 shall remain unchanged and shall continue in full force and effect.

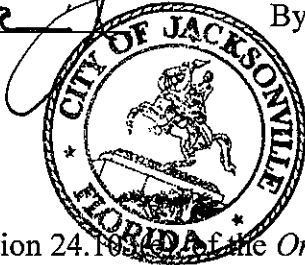
**[Remainder of page intentionally left blank. Signature page follows immediately.]**

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

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

ATTEST:

By James R. McCain, Jr.  
Corporation Secretary



By Alvin Brown  
Alvin Brown, Mayor

OWNER

In accordance with Section 24.195 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 Belton  
Director of Finance  
City Contract #9883, Amd #1

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

LAYNE INLINER, LLC

Michael Cannon  
Signature  
MICHAEL CANNON  
Type/Print Name  
DISTRICT MANAGER  
Title

Mark Harris  
Signature  
MARK HARRIS  
Type/Print Name  
VICE PRESIDENT  
Title

CONTRACTOR

ENCUMBRANCE AND FUNDING INFORMATION:

Account: PWCP462SD-06505-PW0072-01  
Amount: \$1,000,000.00  
**TOTAL: \$2,000,000.00**

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.