

**SECOND EXTENSION OF AGREEMENT (SERVICES)**  
**Clerk Tracking No. 2017-00047 (11-00017)**

**"PIPE LINING SERVICES"**

**THIS SECOND EXTENSION** is made and entered into this 19<sup>th</sup> day of April 2017 by and between the **City of Naples** and **Insituform Technologies, LLC** a Delaware Limited Liability Company authorized to do business in Florida, located at **17988 Edison Avenue; Chesterfield, Missouri 63005**

**WHEREAS**, the City and the Contractor entered into that certain Agreement on June 1, 2011 for Pipe Lining Services, **Bid No. 11-021 (021-11), Clerk Tracking No. 11-00017** for the City of Naples; and

**WHEREAS**, the parties desire to extend the Original Agreement so that the Contractor will provide said services for an additional year with no price increase; and

**WHEREAS**, the City Manager is authorized by City Council pursuant to Section 2-667 (7)(e), Naples City Code, to extend this Agreement;

**WHEREAS**, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the City and Contractor will abide by the terms and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **"Article Five, Maintenance of Records"** shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this First Amendment.

**5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY  
OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY  
CLERK'S OFFICE**

If the **CONTRACTOR** has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8<sup>th</sup> Street South; Naples, Florida 34102. Mailing address: same as street address.

**5.3 The CONTRACTOR shall:**

1. Keep and maintain public records required by the CITY to perform the service.
  2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
  4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
3. The terms of this First Extension and First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

This Second Extension and First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**NOW, THEREFORE,** it is hereby acknowledged and agreed that the Original Agreement is hereby extended from **June 1, 2017 through May 31, 2018 with no more extensions available.**

**IN WITNESS WHEREOF**, the City and the Contractor have caused this Second Extension and First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**ATTEST:**

By: 

Patricia L. Rambosk, City Clerk

**CITY:**

**CITY OF NAPLES, FLORIDA**

By: 

A. William Moss, City  
Manager

Approved as to form and legal sufficiency:

By: 

Robert D. Pritt, City Attorney

**CONTRACTOR:**

**INSITUFORM TECHNOLOGIES, LLC**

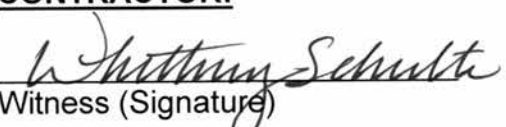
17988 Edison Avenue

Chesterfield, Missouri 63005

Attention: **Diane Partridge**

Contracting and Attesting Officer

**CONTRACTOR:**

  
Witness (Signature)

Printed

Name: Whitney Schulte

By: 

(Signature)

Printed

Name: Diane Partridge

Title: Contracting and Attesting Officer

FEI/EIN Number: On File (DE)

INSITUFORM TECHNOLOGIES, LLC  
Assistant Secretary's Certificate

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

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

Appointment 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 Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte 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 2nd day of September, 2016.

INSITUFORM TECHNOLOGIES, LLC

By



Daniel P. Schoenekase  
Assistant Secretary