



Inliner Solutions
4520 North State Road 37
Orleans, IN 47452

812 865 3232

May 3, 2023

Pinellas County

Re: Pinellas County Second Amendment 16-0513

My name is Denise C. McClanahan, and I am Executive Vice President of Inliner Solutions, LLC. I am authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company relating to any and all domestic construction projects arising out of the Company's operations.

Further, under Company policy, I am authorized to and hereby delegate my authority to bind the Company to Daniel Banken, Area Director with the Company, for the purpose of submitting a bid for the above-referenced project.

Sincerely,

A handwritten signature in cursive script that reads 'Denise McClanahan'.

Denise C. McClanahan
Executive Vice President
Inliner Solutions, LLC.

**SECOND AMENDMENT
TO CONTRACT NO. 167-0513 CP(DF)
BETWEEN PINELLAS COUNTY AND
INLINER SOLUTIONS, LLC
FOR CURED-IN-PLACE PIPELINING SERVICES**

This Second Amendment is made and entered into this 16 day of June, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Inliner Solutions, LLC a Florida limited liability corporation, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the Parties entered into Pinellas County Contract No. 167-0513 CP(DF) (the "Original Agreement") on February 27, 2018, pursuant to which Contractor (then Layne Inliner, LLC) agreed to provide Storm Sewer Cured-In-Place Pipelining (CIPP) for County;

WHEREAS, the Original Agreement was originally set to expire on May 7, 2021 and provide maximum funding of \$7,317,845;

WHEREAS, the Parties entered into the First Amendment to the Original Agreement on November 8, 2018 to acknowledge the acquisition of Layne Inliner, LLC by Granite Inliner, LLC and, accordingly, to assign the rights and obligations of Layne Inliner, LLC under the Original Agreement to Granite Inliner LLC;

WHEREAS, the Parties entered into Change Order No. 1 to the Original Agreement on April 21, 2020 to increase maximum funding by \$2.1M, bringing total maximum funding to \$9,417,845;

WHEREAS, the Parties entered into Change Order No. 2 to the Original Agreement on February 17, 2021 to (a) increase maximum funding by \$7M, bringing total maximum funding to \$16,417,845, and (b) exercise a 730-day term extension, extending the Original Agreement through May 7, 2023;

WHEREAS, Section 1.C. of the Original Agreement provides for rate increases in accordance with the Consumer Price Index (CPI) and Producer Price Index (PPI) to be made in conjunction with term extensions;

WHEREAS, the County requires Contractor's services beyond the current Original Agreement expiration date (May 7, 2023), specifically through the end of Calendar Year 2023;

WHEREAS, Contractor is agreeable to the aforementioned term extension, subject to County honoring the aforementioned rate increases during the extended period (May 8, 2023 through December 31, 2023);

WHEREAS, County is agreeable to honoring the aforementioned rate increases during the extended period;

WHEREAS, Granite Inliner, LLC was acquired by Inliner Solutions, LLC in March 2022; and

WHEREAS, County accordingly wishes to assign any rights and obligations of Granite Inliner, LLC under the Original Agreement and Change Orders No. 1 and No. 2 to Inliner Solutions, LLC.

NOW THEREFORE, the Parties amend the Original Agreement as follows:

1. The Parties agree to assign any rights and obligations of "Granite Inliner, LLC" (a Florida limited liability corporation) under the Original Agreement and Change Orders No. 1 and No. 2 to "Inliner Solutions, LLC" (a Florida limited liability corporation).

2. Section 1.C. of the Original Agreement is amended to provide for an additional two-hundred-thirty-eight-day term extension (above and beyond the originally provided for seven-hundred-thirty-day term extension, which the Parties exercised via Change Order No. 2). By executing this Second Amendment, the Parties agree to exercise this two-hundred-thirty-eight-day term extension, bringing the expiration date of the Original Agreement to December 31, 2023.

3. During the period of this two-hundred-thirty-eight-day term extension (May 8, 2023 through December 31, 2023), in accordance with Section 1.C. of the Original Agreement, Specifications Groups A-D (Mobilization, Maintenance of Traffic, Pipe Cleaning, By-Pass Pumping) and Specifications Group F (Gravity Sewer Point Pipe Repairs) rates are increased by 9.68%; and Specifications Group E (Pipe Rehabilitation Furnish & Install Cured In Place Pipelining rates) are increased by 14.42%.

4. Except as changed or modified herein, all provisions and conditions of the Original Agreement, including the First Amendment and Change Orders No. 1 and No. 2, shall remain in full force and effect.

5. Each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Second Amendment; (ii) the person executing this Second Amendment on behalf of the Party is authorized to do so; (iii) this Second Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms and conditions.

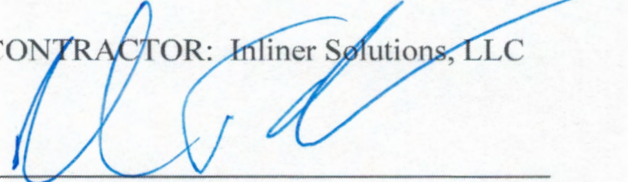
IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry Burton, County Administrator

CONTRACTOR: Inliner Solutions, LLC



Authorized Signature

Daniel Banken
Printed Authorized Signature

APPROVED AS TO FORM
By: Joseph Morrissey
Office of the County Attorney

Area Director
Title Authorized Signature