

FIRST AMENDMENT

This Amendment made and entered into this 8 day of November, 2018 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Granite Inliner, LLC (a subsidiary of Granite Construction Incorporated),, (formerly known as Layne Inliner, LLC), Sanford, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on February 27, 2018, pursuant to Pinellas County Contract No. 167-0513-CP(DF) (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Storm Sewer Cured-In-Place Pipelining (CIPP) (Co-op) for County; and

WHEREAS, Section 3 A. of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, Granite Construction Incorporated has acquired Layne Inliner, LLC and the Parties wish to modify the Agreement in order to provide for a name change and assignment of the Agreement , at the same prices, terms, and conditions; and

WHEREAS, Granite Inliner, LLC assumes and agrees to pay, discharge and perform when due all of Layne Inliner, LLC's liabilities and obligations arising out of and/or related to the Agreement between Layne Inliner, LLC and the County.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Contractor's name in the contract documents and all references thereto are hereby amended from "Layne Inliner, LLC" to "Granite Inliner, LLC".
2. The County hereby consents to the assignment of the Agreement from Layne Inliner, LLC to Granite Inliner, LLC.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

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


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

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry Burton, County Administrator

CONTRACTOR:


Authorized Signature

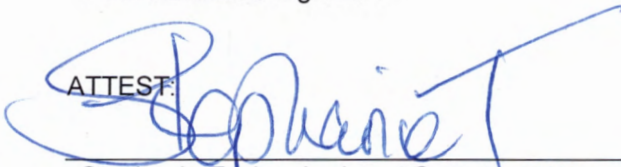
Mark Harris

Printed Authorized Signature

Vice President

Title Authorized Signature

ATTEST:


Stephanie Taylor, Assistant Secretary

APPROVED AS TO FORM

By:



Office of the County Attorney