

SECOND AMENDMENT OF AGREEMENT FOR WASTEWATER COLLECTION SYSTEM

THIS SECOND AMENDMENT OF THE AGREEMENT FOR WASTEWATER COLLECTION SYSTEM, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Miller Pipeline, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of wastewater collection system rehabilitation services through Solicitation RFP170241DLK with Vendor on the 5th day of January, 2018 ("Agreement"); and,

WHEREAS, the Parties executed a First Amendment to the Agreement on the 19th day of April, 2018 ("Agreement"); and,

WHEREAS, the Parties desire to make certain amendments to the Agreement, pursuant to Article XVII(A) – Miscellaneous, to authorize work via Purchase Orders without Modified Construction Requisition Forms, and raise the bond requirement in Exhibit D - Performance and Payment Bonds from \$100,000.00 to \$200,000.00.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the Exhibit A – Scope of Services from the First Amendment and the Agreement shall be superseded in its entirety by the following:

"Contractor shall provide wastewater collection system rehabilitation services on an as needed basis in accordance with the Purchase Orders issued under this Agreement, if any.

Award of Work

Individual projects may be awarded to the Contractor through a Purchase Order, but those individual projects must not exceed \$200,000.00.

Additional Purchases

If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional

compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be authorized by a Purchase Order. The County will not pay for any additional service, work performed or product provided before the issuance of a Purchase Order.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of the Solicitation and as further described in any Purchase Order issued under this Agreement.”

2. The Parties Agree that the “\$100,000.00” in Exhibit D - Performance and Payment Bonds shall be superseded by “\$200,000.00”

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 11 day of January, 2019 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 

Pamela Keyes
Director of Utilities

APPROVED as to Form for the Reliance of
Lee County Only

BY: 

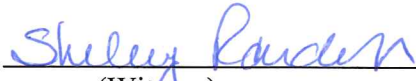
County Attorney's Office

DATED this 7th day of January, 2019 by Miller Pipeline, LLC

ATTEST:

BY: 

Authorized Signature


(Witness)

Kevin Miller

Authorized Signature Printed Name

President

Authorized Signature Title

CORPORATE SEAL: