SECOND RENEWAL OF CONTRACT BETWEEN CLAY COUNTY UTILITY AUTHORITY AND INSITUFORM TECHNOLOGIES, LLC.

THIS RENEWAL to the ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C-CIPP SANITARY SEWER LINING SYSTEM CONTRACT, is made and entered into this 13th day of June, 2022, by and between the CLAY COUNTY UTILITY AUTHORITY ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and INSITUFORM TECHNOLOGIES, LLC. (the "Contractor"), a Missouri Company whose primary business address is 17988 Edison Avenue, Chesterfield, Missouri, 63005; registered to do business in the State of Florida. CCUA and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and INSITUFORM TECHNOLOGIES, LLC. entered into that certain ITB 2018/2019-A7 CONTINUING CONTRACT FOR SANITARY SEWER, WETWELL AND/OR MANHOLE REHABILITATION PART C- CIPP SANITARY SEWER LINING SYSTEM CONTRACT as of June 18, 2019 (the "Original Agreement");

WHEREAS, CCUA and the Contractor entered into the First Renewal on June 18, 2020 (the "First Renewal");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and First Renewal by entering into this Second Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Insituform Technologies, LLC. will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and the First Renewal.
- b. CCUA hereby consents to continuing the Original Agreement with Insituform Technologies, LLC.
- c. The term of the Original Agreement and First Renewal shall be extended to June 18, 2024. Both parties hereby acknowledge that this Agreement may be annually renewed upon mutual agreement of both Parties. Further, this Agreement is cancelable by either

the Authority or the Contractor upon submittal of sixty (60) days' notice of such intent to cancel.

d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on June 18, 2022.

2. MISCELLANEOUS

- a. This Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Renewal, when executed by the Parties, shall be effective as of the date stated above. This Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Contractor understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Renewal, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this Renewal. Whether or not specifically amended by this Renewal, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Second Renewal, effective as of the date indicated above.

| INSITUFORM TECHNOLOGIES, LLC.: |
|--|
| By: pliane Sarting |
| Printed Name: Diane Partridge |
| Title: Contracting and Attesting Officer |
| CLAY COUNTY UTILITY AUTHORITY: By: Printed Name: Jeterny D. Johnston, MBA, PE |
| Title: Executive Director |
| ATTEST: By: |
| Printed Name: Angelia Wilson |
| Title: Procurement Manager |
| Execute in Triplicate Distribution (electronic): 1. Insituform Technologies, LLC. |

CCUA Procurement Department

CCUA Project Manager - User Department

2.

3.

Clay County Utility Authority Contract No. 18/19-A7 Part C Cured-in-Place Continuing Services Contract

| | | | 0000 0000 | 2222 2224 | |
|---|--|----------|--------------------|-------------------|----------------|
| | | | 2020-2022 | 2022-2024 | 0.4 |
| ITEM | | | UNIT | UNIT | % |
| NO. | DESCRIPTION | UNIT | PRICE | PRICE | INCREASE |
| A. | Sanitary Sewer Line Clean and Inspection | | | | |
| 1 | Light Cleaning (<1/4 diameter) | | | | |
| a. | 4" diameter | LF | \$2.20 | \$2.35 | 6.82% |
| b. | 6"diameter | LF | \$2.20 | \$2.35 | 6.82% |
| | 8" diameter | LF | \$1.80 | \$1.95 | 8.33% |
| d. | 10" diameter | LF | \$1.80 | \$1.95 | 8.33% |
| е. | 12" diameter | LF | \$2.20 | \$2.40 | 9.09% |
| f. | 14" diameter | LF | \$3.40 | \$3.65 | 7.35% |
| g. | 18" diameter | LF | \$5.60 | \$6.05 | 8.04% |
| | 20" diameter | LF | \$5.60 | \$6.05 | 8.04% |
| | 24" diameter | LF | \$7.80 | \$8.40 | 7.69% |
| 2 " | Tuberculation Cleaning | _, | Ψ1.00 | Ψ0.10 | 7.0070 |
| | 4" diameter | LF | \$22.30 | \$22.30 | 0.00% |
| | 6"diameter | LF | \$22.30 | \$22.30 | 0.00% |
| C. | 8" diameter | LF | \$20.10 | \$20.10 | 0.00% |
| | 10" diameter | LF | \$27.90 | \$27.90 | 0.00% |
| | 12" diameter | LF | \$27.90 \$27.90 | \$27.90 | 0.00% |
| | 14" diameter | LF | \$27.90 \$27.90 | \$27.90 | 0.00% |
| | 18" diameter | LF | \$27.90 \$27.90 | \$27.90 | 0.00% |
| g. | 20" diameter | LF | \$33.50 | \$33.50 | 0.00% |
| | 24" diameter | LF | \$33.50 | \$33.50 | 0.00% |
| 3 | Root Removal | LF | φ33.30 | φ33.50 | 0.0076 |
| _ | | | Φο οο | фо 00 | 0.000/ |
| | 4" diameter 6"diameter | LF | \$8.90 | \$8.90 | 0.00% |
| | 8" diameter | LF LF | \$8.90 | \$8.90 | 0.00% 0.00% |
| | o diameter 10" diameter | LF LF | \$8.90 | \$8.90 \$11.20 | 0.00% |
| | l 4 GH . 11 | LF LF | \$11.20 \$11.20 | | 0.00% |
| e. f. | 14" diameter | LF LF | ' | \$11.20 | |
| • | | LF LF | \$13.40 | \$13.40 | 0.00% |
| g. | 18" diameter | | \$17.90 | \$17.90 | 0.00% |
| n. | 20" diameter | LF | \$20.10 | \$20.10 | 0.00% |
|] , l. | 24" diameter | LF | \$20.10 | \$20.10 | 0.00% |
| 4 | TV Pipe Inspection | | #0.00 | 60.05 | F F00/ |
| | 6"diameter | LF | \$0.90 | \$0.95 | 5.56% |
| | 8" diameter | LF | \$0.90 | \$0.95 | 5.56% |
| | 10" diameter | LF | \$0.90 | \$0.95 | 5.56% |
| | 12" diameter | LF | \$1.90 | \$2.00 | 5.26% |
| e. | 14" diameter | LF | \$1.90 | \$2.00 | 5.26% |
| l ^{t.} | 18" diameter | LF | \$1.90 | \$2.00 | 5.26% |
| | 20" diameter | LF | \$1.90 | \$2.00 | 5.26% |
| | 24" diameter | LF | \$2.80 | \$3.00 | |
| 5 | Clean & TV Inspection - Sewer Lateral | | *** | 4000.00 | 40.000/ |
| | Lateral Inspection 0' to 40' | EA | \$307.20 | \$368.60 | 19.99% |
| | Additional Lateral Inspection >40' | LF | \$11.20 | \$13.40 | 19.64% |
| В. | Sanitary Sewer Rehabilitation | | | | |
| 1 | Sanitary Sewer Lining | | | | |
| a. | 6" diameter | | | | |
| | | | | | |

| ITEM | | | UNIT | UNIT | % |
|------|----------------------------------|-----------|--------------------------|--------------------------|----------------|
| NO. | DESCRIPTION | UNIT | PRICE | PRICE | INCREASE |
| 1 | 4.5mm nominal thickness (.177) | LF | \$29.40 | \$34.30 | 16.67% |
| b. | 8" diameter | | | | |
| 1 | 6.0mm nominal thickness (.236) | LF | \$25.20 | \$30.00 | 19.05% |
| 2 | 7.5mm nominal thickness (.295) | LF | \$27.50 | \$32.30 | 17.45% |
| 3 | 9.0 mm normal thickness (.354) | LF | \$29.00 | \$33.80 | 16.55% |
| C. | 10" diameter | | | | |
| 1 | 6.0mm nominal thickness (.236) | LF | \$32.00 | \$38.10 | 19.06% |
| 2 | 7.5mm nominal thickness (.295) | LF | \$34.60 | \$40.70 | 17.63% |
| 3 | 9.0 mm normal thickness (.354) | LF | \$36.10 | \$42.20 | 16.90% |
| d. | 12" diameter | | | | |
| 1 | 6.0mm nominal thickness (.236) | LF | \$40.00 | \$48.90 | 22.25% |
| 2 | 7.5mm nominal thickness (.295) | LF | \$43.00 | \$52.70 | 22.56% |
| 3 | 9.0 mm normal thickness (.354) | LF | \$44.50 | \$54.60 | 22.70% |
| e. | 14" diameter | | | | |
| 1 | 6.0mm nominal thickness (.236) | LF | \$50.30 | \$61.20 | 21.67% |
| 2 | 7.5mm nominal thickness (.295) | LF | \$53.70 | \$65.40 | 21.79% |
| 3 | 9.0 mm normal thickness (.354) | LF | \$55.60 | \$67.90 | 22.12% |
| e. | 18" diameter | | | | |
| | 6.0mm nominal thickness (.236) | LF | \$61.90 | \$73.80 | 19.22% |
| | 7.5mm nominal thickness (.295) | LF | \$66.40 | \$79.50 | 19.73% |
| | 9.0 mm normal thickness (.354) | LF | \$72.40 | \$87.10 | 20.30% |
| | 10.5 mm nominal thickness (.413) | LF | \$79.90 | \$96.50 | 20.78% |
| f. | 20" diameter | | | | |
| | 6.0mm nominal thickness (.236) | LF | \$63.80 | \$74.00 | 15.99% |
| | 7.5mm nominal thickness (.295) | LF | \$69.80 | \$81.00 | 16.05% |
| | 9.0 mm normal thickness (.354) | LF | \$77.30 | \$88.50 | 14.49% |
| | 10.5 mm nominal thickness (.413) | LF . – | \$89.40 | \$103.70 | 16.00% |
| | 12 mm nominal thickness (.472) | LF | \$104.50 | \$122.50 | 17.22% |
| g. | 24" diameter | | | | |
| | 9.0 mm normal thickness (.354) | LF . – | \$96.30 | \$118.90 | 23.47% |
| | 10.5 mm nominal thickness (.413) | LF . – | \$103.80 | \$128.30 | 23.60% |
| | 12 mm nominal thickness (.472) | LF | \$114.40 | \$141.60 | 23.78% |
| | 13.5 mm nominal thickness (.531) | LF | \$131.00 | \$162.50 | 24.05% |
| | 15 mm nominal thickness (.591) | LF | \$150.60 | \$187.20 | 24.30% |
| 2 | Sectional CIPP Lining | | | | |
| a. | 6" diameter | | ФО ООО ОО | ФО ООО ОО | 0.000/ |
| l 1 | 3' in length | EA EA | \$2,233.80 | \$2,233.80 | 0.00% |
| | 4' in length | EA FA | \$2,457.20 | \$2,457.20 | 0.00% |
| | 6' in length | EA EA | \$2,568.90 | \$2,568.90 | 0.00% 0.00% |
| b. 4 | 8' in length 8" diameter | == | \$2,680.60 | \$2,680.60 | 0.00% |
| | 3' in length | EA | ¢2 345 50 | ¢2 245 50 | 0.00% |
| | 4' in length | EA EA | \$2,345.50 \$2,457.20 | \$2,345.50 \$2,457.20 | 0.00% |
| | 6' in length | EA EA | \$2,568.90 | \$2,457.20 \$2,568.90 | 0.00% |
| | 8' in length | EA EA | \$2,680.60 | \$2,680.60 | 0.00% |
| C. 4 | 10" diameter | | Ψ2,000.00 | Ψ2,000.00 | 0.0070 |
| J 0. | iv diamotor | I | I | | ı |

| r | | | | | |
|-------------------|--------------------------------|------------|--------------------------|------------------|----------|
| ITEM | | | UNIT | UNIT | % |
| NO. | DESCRIPTION | UNIT | PRICE | PRICE | INCREASE |
| 110. | 3' in length | EA | \$2,568.90 | \$2,568.90 | 0.00% |
| 2 | 4' in length | EA | \$2,680.60 | \$2,680.60 | 0.00% |
| | 6' in length | EA | \$2,000.00 | \$2,904.00 | 0.00% |
| | 8' in length | EA | \$3,015.70 | \$3,015.70 | 0.00% |
| d. 4 | 12" diameter | LA | φ3,013.70 | φ3,013.70 | 0.0076 |
| l ^{u.} , | 3' in length | ⊏∧ | \$2,792.30 | \$2,792.30 | 0.00% |
| | 5 | EA EA | 1 1 | . , | |
| | 4' in length | | \$2,904.00 | \$2,904.00 | 0.00% |
| | 6' in length | EA | \$3,015.70 | \$3,015.70 | 0.00% |
| | 8' in length | EA | \$3,127.40 | \$3,127.40 | 0.00% |
| e. | 14" diameter | - 4 | #0.700.00 | #0.700.00 | 0.000/ |
| 1 | 3' in length | EA | \$2,792.30 | \$2,792.30 | 0.00% |
| | 4' in length | EA | \$2,904.00 | \$2,904.00 | 0.00% |
| | 6' in length | EA | \$3,015.70 | \$3,015.70 | 0.00% |
| | 8' in length | EA | \$3,127.40 | \$3,127.40 | 0.00% |
| f. | 18" diameter | | ***** | ***** | 0.000/ |
| 1 | 3' in length | EA | \$3,015.70 | \$3,015.70 | 0.00% |
| | 4' in length | EA | \$3,127.40 | \$3,127.40 | 0.00% |
| | 6' in length | EA | \$3,239.00 | \$3,239.00 | 0.00% |
| | 8' in length | EA | \$3,462.40 | \$3,462.40 | 0.00% |
| g. | 20" diameter | | | | |
| | 3' in length | EA | \$3,127.40 | \$3,127.40 | 0.00% |
| | 4' in length | EA | \$3,239.00 | \$3,239.00 | 0.00% |
| | 6' in length | EA | \$3,350.70 | \$3,350.70 | 0.00% |
| | 8' in length | EA | \$3,462.40 | \$3,462.40 | 0.00% |
| h. | 24" diameter | | | | |
| 1 | 3' in length | EA | \$4,356.00 | \$4,356.00 | 0.00% |
| | 4' in length | EA | \$4,467.70 | \$4,467.70 | 0.00% |
| | 6' in length | EA | \$4,579.30 | \$4,579.30 | 0.00% |
| 4 | 8' in length | EA | \$4,691.00 | \$4,691.00 | 0.00% |
| 3 | Lateral CIPP Lining | | | | |
| a. | Top Hat up to 36" | | | | |
| 1 | 4" lateral connection | EA | \$2,345.50 | \$2,859.30 | 21.91% |
| | 6" lateral connection | EA | \$2,345.50 | \$2,859.30 | 21.91% |
| | 8" lateral connection | EA | \$2,485.10 | \$3,026.80 | 21.80% |
| b. | Full Wrap - up to 36" | | | | |
| 1 | 4" lateral connection | EA | \$2,345.50 | \$2,859.30 | 21.91% |
| | 6" lateral connection | EA | \$2,345.50 | \$2,859.30 | 21.91% |
| | 8" lateral connection | EA | \$2,485.10 | \$3,026.80 | 21.80% |
| C. | Lateral Lining 0 - 40' | EA | \$1,563.70 | \$1,904.30 | 21.78% |
| d. | Additional Lateral Lining >40' | LF | \$83.80 | \$102.80 | 22.67% |
| e. | Lateral Cutout & Polish | EA | \$160.00 | \$175.00 | 9.38% |
| f. | Lateral Grout | EA | \$360.00 | \$400.00 | 11.11% |
| 4 | Cleanout Installation | L/ \ | Ψ000.00 | Ψ 100.00 | 11.1170 |
| a. | 4" cleanout | EA | \$1,675.40 | \$1,675.40 | 0.00% |
| b. | 6" cleanout | EA | \$1,075.40 \$1,787.10 | \$1,787.10 | 0.00% |
| | 8" cleanout | EA | 1 1 | | 0.00% |
| C. | o deallout | EA | \$1,898.80 | \$1,898.80 | 0.00% |

| ITEM | | | UNIT | UNIT | % |
|------|--|------|------------|------------|----------|
| NO. | DESCRIPTION | UNIT | PRICE | PRICE | INCREASE |
| 5 | Site Restoration | | | | |
| a. | Concrete | SF | \$27.90 | \$27.90 | 0.00% |
| b. | Paver Removal and Replacement | SF | \$55.80 | \$55.80 | 0.00% |
| | Sodding | SF | \$4.50 | \$4.50 | 0.00% |
| d. | Seeding and Mulching | SF | \$3.40 | \$3.40 | 0.00% |
| 6 | Dewatering | LF | \$22.30 | \$22.30 | 0.00% |
| 7 | Erosion and Sediment Control | LF | \$2.20 | \$2.20 | 0.00% |
| 8 | Tanker Truck for Bypass (Daily Rate) | EA | \$2,792.30 | \$3,900.00 | 39.67% |
| C. | Maintenance of traffic | , | | | |
| a. | Traffic Control-MOT Index 601 or 602 (per day) | LS | \$368.60 | \$405.60 | 10.04% |
| b. | Traffic Control-MOT Index 603 or higher (per day | LS | \$1,228.60 | \$1,452.00 | 18.18% |
| C. | Traffic Control-MOT Index 601 or 602 (per week | LS | \$1,842.90 | \$2,027.20 | 10.00% |
| d. | Traffic Control-MOT Index 603 or higher (per we | LS | \$6,143.00 | \$7,259.90 | 18.18% |
| D. | Administration | , | | | |
| a. | Emergency Response Mobilization | EA | \$4,500.00 | \$4,700.00 | 4.44% |
| b. | Construction Video and Photography | EA | \$1,116.90 | \$1,116.90 | 0.00% |
| E. | Bonds | 1 | | | |
| a. | Contract Performance and Payment | % | 1.50% | 1.50% | |
| | | | | | |
| | | | | | |