



Amendment No. 2 to the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This Amendment No. 2 to the AGREEMENT between the Haskell Company, dated January 22, 2013, and as amended pursuant to Amendment No. 1 to the AGREEMENT dated September 24, 2013, is made as of the _____ day of July in the year of 2014, by and between the following parties, for the Phase II services in connection with the Project described in the 60% Drawings and Specifications dated June 2013, and QA/QC Review Comments Log dated July 19, 2013.:

OWNER:

(Name and address)

**City of Venice, FL
401 West Venice Avenue
Venice, Florida 34285**

DESIGN-BUILDER:

(Name and address)

**The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202**

PROJECT:

Progressive Design-Build Services for the on Schedule Delivery of the City of Venice Water Treatment Plant Membrane Replacement and SCADA System Upgrades Project

**Venice Reverse Osmosis Water Treatment Plant
200 North Warfield Avenue
Venice, Florida 34285**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Delete Paragraph 5.2.1, as amended, in its entirety, and replace with:

5.2.1 Substantial Completion of the entire Work as set forth in Section 1.2.18 of the General Conditions shall be achieved no later than October 10, 2014 ("Scheduled Substantial Completion Date").

Delete Paragraph 5.2.2, as amended, in its entirety, and replace with:

5.2.2 Final Completion of entire Work shall be achieved no later than October 31, 2014 ("Scheduled Final Completion Date"). Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

Delete Paragraph 5.4, as amended, in its entirety, and replace with:

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by October 10, 2014, Design-Builder shall pay Owner One Thousand Five Hundred Dollars (\$1,500.00) as liquidated damages for each day that Substantial Completion extends beyond October 10, 2014. The liquidated damages provided herein shall be in lieu of actual damages for any and all extra costs, losses, expenses, claims, and penalties, whether special or consequential, and of whatsoever nature incurred by Owner, which are occasioned by any delay in achieving Substantial Completion.

Add a New Paragraph 5.4.1:

5.4.1 The Design-Builder shall finance and reimburse the City up to a maximum amount of seventy-six thousand and no/100 dollars (\$76,000.00) for the continued engineering/inspection services that are associated with this project due to the extensions to the Scheduled Substantial Completion and Final Completion Dates granted pursuant to this Amendment. This amount shall not be financed by the Design-Builder from any allowances and contingency fund items; rather the fees associated with the additional engineering/inspection services shall be deducted from the monthly Pay Applications. Should the Design-Builder achieve the Final Completion Date earlier than October 31, 2014, the Design-Builder will be responsible for the actual engineering and inspection services costs up to the Final Completion Date.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

CITY OF VENICE, FLORIDA:

Mayor

John W. Holic
(Printed Name)

Date: _____

Attest:

City Clerk

(Printed Name)

Date: _____

(CITY SEAL)

Approved as to form:

By: _____
(City Attorney)

DESIGN-BUILDER:

The Haskell Company

Stacey G. Barton
(Signature)

Stacey G. Barton
(Printed Name)

Vice President – Construction
(Title)

Date: _____

(CORPORATE SEAL)