

**CHANGE ORDER NO. 1 TO  
WORK ASSIGNMENT NO. 2  
PURSUANT TO THE JULY 13, 2010, AGREEMENT BETWEEN THE  
CITY OF VENICE, FLORIDA AND  
MWH AMERICAS, INC.**

**WHEREAS**, on July 13, 2010, the City of Venice, Florida ("**OWNER**") and MWH Americas, Inc. ("**CONSULTANT**"), entered into an Agreement whereby the **CONSULTANT** would perform professional services for the **OWNER** pursuant to an executed Work Assignment; and

**WHEREAS**, on May 14, 2012, the parties entered into Work Assignment No. 2 for the purposes of **CONSULTANT** providing assistance to the **OWNER** regarding the membrane replacement, equipment and supervisory control and data acquisition (SCADA) work at the **OWNER's** Reverse Osmosis Water Treatment plant (ROWTP); and

**WHEREAS**, the parties now wish to enter into Change Order No. 1 in the amount of \$76,000.00, which is for the purposes of extending the services described under Tasks 4 and 5 of Work Assignment No. 2; and

**WHEREAS**, the **OWNER** wishes to authorize the **CONSULTANT** to continue to perform professional services described in Task 4 and Task 5 of Work Assignment No. 2; and

**WHEREAS**, the **CONSULTANT** wishes to perform such professional services,

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained in the July 13, 2010, Agreement, Work Assignment No. 2, and this Change Order, the parties agree as follows:

1. General description of the project: The work will consist of extending the same services under Work Assignment No. 2 for Tasks 4 and 5, which provide for continuation of construction and startup phase management and overall project management.
2. Scope of services to be performed: **CONSULTANT** shall perform the services described in the Scope of Services attached hereto as Attachment "A."
3. Initial compensation plus Change Order No. 1 compensation to be paid: **Owner** shall pay the **CONSULTANT** the initial fixed fee amount of three hundred seventy-three thousand thirty dollars (\$373,030.00) plus the fixed fee amount of seventy-six thousand dollars (\$76,000.00), the latter amount of which may be adjusted by the amount of three thousand five hundred dollars (\$3,500.00) per week to accommodate the actual completion week by the **OWNER's** contractor. In addition, an amount of twenty

thousand dollars (\$20,000.00) is authorized as an OWNER's allowance to be used at the OWNER's sole discretion.

4. The OWNER and the CONSULTANT agree that the services described in Attachment A will continue with total compensation under Work Assignment No. 2 of four hundred sixty-nine thousand thirty dollars (\$469,030.00), including the OWNER's allowance.
5. Period of Service: The Period of Service is extended to October 31, 2014.

IN WITNESS WHEREOF, the parties have executed this change order on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

MWH AMERICAS, INC.



CITY OF VENICE

By: \_\_\_\_\_  
Mayor

ATTESTED:

\_\_\_\_\_  
City Clerk

**Attachment "A"**  
**SCOPE OF SERVICES**  
**Additional Services for**  
**OWNER'S REPRESENTATIVE FOR THE REVERSE OSMOSIS MEMBERANE**  
**REPLACEMENT AND SCADA SYSTEM DESIGN/BUILD PROJECT**

**Scope of Services:**

**Task 4 –Construction and Start-up Phase management**

Consultant will continue services described under Task 4 in Work Assignment No. 2.

**Task 5 –Project Management and Coordination**

Consultant will continue services described under Task 5 in Work Assignment No. 2

**Deliverables:**

- Meeting notes from scheduled construction meetings
- Monthly status/progress reports from Task 4
- Periodic correspondence

**Compensation:**

CONSULTANT fixed fee is increased by \$76,000.00 for enumerated services, plus \$20,000.00 for the OWNER's allowance, for a total of \$469,030.00.

If the OWNER's contractor completes its work on a schedule different than assumed above, the additional fixed fee may be adjusted by \$3,500.00 per week to accommodate the actual completion week. A summary of tasks is shown below:

TASK	COMPENSATION
Task 4 Construction and Startup	\$66,000.00
Task 5 Project Management and Coordination	\$10,000.00
Owner's Allowance	\$20,000.00
TOTAL	\$96,000.00

**Period of Service:**

The Period of Service is extended to October 31, 2104. If the project should be delayed such that the services described above cannot be completed within this timeframe, a change order may be required to provide for changes in staff availability, salary adjustments or other cost and schedule impacts.

**Assumptions:**

- Contractor reaches substantial completion no later than October 10, 2014
- Contractor reaches final completion by October 31, 2014