

AMENDMENT NO. 2
AGREEMENT FOR ENGINEERING SERVICES
(VT Aerospace Engineering, Inc. MRO Facility at Pensacola International Airport)

THIS AMENDMENT NO. 2 TO AGREEMENT FOR ENGINEERING SERVICES (this "Amendment") is made and entered into this ____ day of _____, 2018 by and between ATKINS NORTH AMERICA, INC., INC., a Florida corporation (the "Engineer") and the CITY OF PENSACOLA, a Florida municipal corporation (the "City"), in its capacity as owner and operator of Pensacola International Airport (the "Airport").

RECITALS

WHEREAS, the City and the Engineer have entered into a certain Agreement for Engineering Services for the VT Aerospace Engineering, Inc. MRO Facility at Pensacola International Airport with an effective date of September 1, 2015 ("Agreement");

WHEREAS, the Project scope has been modified subsequent to the negotiation of the Agreement;

WHEREAS, the modifications to the Project scope have increased the architectural, engineering, and other design services required for the Project;

WHEREAS, the parties desire to amend the Agreement in certain respects and to provide for the modification of the Project Cost Breakdown;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the Engineer and the City hereby agree as follows:

1. Recitals: Definitions. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms in this Amendment shall have the respective meanings assigned to them in the Agreement unless another meaning is clearly intended by the terms of this Amendment.
2. Additional Tasks. The following new Section 3.2 is hereby added to the Agreement and made an integral and material part thereof:

Section 3.2 Special Services: At the request of the Owner, the following Special Services will be furnished by the Engineer:

Task SS.1 The Engineer will provide an on-site construction management representative during airfield concrete pavement operations to assist the Construction Administrator with observation of Work. The on-site representative, through on-site observations of the work in progress, field checks of materials and equipment, and maintenance of job site records on conditions and activities, shall assist Engineer in determining that the project is proceeding in accordance with the contract documents. The furnishings of such representation shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for contractor's failure to perform the construction work in accordance with the construction documents. For purposes of scope definition, the Engineer assumes the representative will be on-site for an average of 40 hours per week for a period of 12

weeks. Should additional time be required, the Engineer shall be eligible for additional compensation at the approved contract rate.

3. Engineer Fee. Via acceptance of this amendment, the Engineer Fee shall be adjusted by an increase of \$67,409.00. Therefore, first sentence of Section 4.1 of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

“The City shall pay to the Engineer, for satisfactory performance of the work and services required by this Agreement, the fixed amount of **\$2,698,321.86** (the “Engineer Fee”), which Engineer Fee shall be deemed earned and shall be payable based on work completed according to the Engineer Fee breakdown shown on **Exhibit “B”** attached hereto and incorporated herein by reference.”

4. Supplement to Exhibit “B”. Exhibit “B” is hereby supplemented by adding thereto Exhibit “B-2” attached hereto and incorporated herein by reference. Accordingly, as used in Section 4.1 of the Agreement and elsewhere in the Agreement, Exhibit “B” shall mean and refer to, collectively, Exhibit “B” to the original Agreement and Exhibit “B-2” attached hereto.

5. Ratification of Agreement as Amended. The Agreement as hereby amended is hereby ratified, affirmed and confirmed in all respects.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date set forth below.

CITY:

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Ashton J. Hayward, III, Mayor

Attest and Witnessed By:

Ericka L. Burnett, City Clerk

Witnessed By:

Print Name: _____

Approved As To Content:

By: _____
Daniel E. Flynn, Airport Director

Legal in Form and Valid As Drawn

By: _____
Lysia H. Bowling, City Attorney

ENGINEER:

**ATKINS NORTH AMERICA,
INC.,**
A Florida corporation

By: _____

Date: _____

Witnessed By:

Print Name: _____

Witnessed By:

Print Name: _____

AMENDMENT NO. 2 TO THE AGREEMENT FOR ENGINEERING SERVICES
 (VT Aerospace Engineering, Inc. MRO Facility at Pensacola International Airport)
EXHIBIT "B-2" – PROJECT COST BREAKDOWN

PART A: BASIC SERVICES

Not Applicable

\$ -

CONSTRUCTION PHASE BASIC SERVICES TOTAL FEE

\$ -

PART B: SPECIAL SERVICES

Task	Task Description	Project Director	Sr. Eng IV (Aviation)	Const. Mgmt Rep.	Const. Mgmt Rep.	Const. Mgmt Rep.	Est. Lodging	Est. Car	Est. Airfare	Est. # Days	Est. # People	Est. # Man-Hours	Admin	Total Man-Hours
Task SS.1	Resident Project Representative (12 weeks)	24	16	24	480	0	\$0.00	\$0.00	\$0.00	2	1	556	12	556
	TOTAL MAN-HOURS	24	16	24	480	0	\$0.00	\$0.00	\$0.00	2	1	556	12	556
	LABOR RATES - HOURLY	\$70.50	\$67.00	\$40.00	\$36.00	\$0.00	\$0.00	\$0.00	\$0.00			\$23.50	\$23.50	
	SUB-TOTAL DIRECT LABOR	\$1,692	\$1,072	\$960	\$17,280	\$0	\$0	\$0	\$0			\$21,286	\$282	\$21,286

OVERHEAD @ 170%

\$ 36,186

PROFIT @ 12%

\$ 6,897

SPECIAL SERVICES TOTAL BURDENED LABOR

\$ 64,369

SPECIAL SERVICES DIRECT NON SALARY COSTS

\$ 2,250

Vehicle for RPR (\$750 per month)

\$ 2,250

SPECIAL SERVICES SPECIALTY SUBCONSULTANTS

\$ -

Not Applicable

SPECIAL SERVICES TRAVEL SUMMARY

\$ 790

Purpose of Travel	Est. # People	Est. # Days	Est. Airfare	Est. Car	Est. Lodging	Per Diem	Total
(1) Pavement Engineer Site Visit	1	2	\$ 350	\$ 170	\$ 150	\$ 120	\$ 790

CONSTRUCTION PHASE SPECIAL SERVICES TOTAL FEE

\$ 67,409

CONSTRUCTION PHASE TOTAL FEE = BASIC SERVICES + SPECIAL SERVICES

\$ 67,409