

**FIRST AMENDMENT TO  
CONSTRUCTION MANAGER AT RISK CONTRACT  
BETWEEN  
CITY OF PENSACOLA AND  
BRASFIELD & GORRIE, L.L.C.**

**THIS FIRST AMENDMENT TO CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN CITY OF PENSACOLA AND BRASFIELD & GORRIE, L.L.C.** (this “Amendment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CITY OF PENSACOLA**, a Florida municipal corporation (“City”) and **BRASFIELD & GORRIE, L.L.C.**, an Alabama limited liability company (“Construction Manager”).

WITNESSETH:

WHEREAS, City and Construction Manager have entered into a certain Construction Manager at Risk Contract dated February 28, 2020 (the “Contract”) with respect to the construction of MRO Hangar 2 (Element 1 of Project Titan) at Pensacola International Airport to be leased to and occupied by VT Mobile Airspace Engineering, Inc.;

WHEREAS, pursuant to the Contract, Construction Manager has submitted a GMP Proposal which City desires to accept;

WHEREAS, the parties desire by this Amendment to memorialize their agreement with respect to the GMP and certain other matters, all as more particularly set forth herein below;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, City and Construction Manager hereby agree that the Contract shall be, and hereby is, amended to conform to the following:

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 Contract unless another meaning is clearly intended by the terms of this Amendment.

2. Guaranteed Maximum Price. The Guaranteed Maximum Price (“GMP”) for Element 1 of Project Titan is Fifty One Million Six Hundred Forty-Two Thousand and no/100 Dollars (\$51,642,000). The GMP is comprised of the elements and amounts listed in Exhibit “D” attached hereto and incorporated herein by reference.

3. Cost of the Work. The estimated Cost of the Work, which is included in the GMP, is set out in Exhibit “B” attached hereto and incorporated herein by reference. The attached Exhibit “B” supersedes and controls any different or conflicting provisions of Exhibit “E” to the original contract.

4. General Conditions Costs. The General Conditions Costs, which is included in the GMP, are set out in Exhibit "C" attached hereto and incorporated herein by reference. The Contract is hereby amended by deleting Exhibit "C" to the original Contract in its entirety and inserting in lieu thereof the Exhibit "C" attached hereto and incorporated herein by reference. The attached Exhibit "C" supersedes and controls any different or conflicting provisions of Exhibit "E" to the original contract. Further, the definition of General Conditions Costs set out in Section 1.1 of the Contract is hereby deleted in its entirety and the following inserted in lieu thereof:

"General Conditions Costs – The items included in the General Conditions Costs set forth in Exhibit "C" attached to the Contract, as hereby amended, plus premiums for insurance required to be provided by Construction Manager and premiums for the Performance Bond and the Payment Bond. The total General Conditions Costs for Element 1 is the total fixed, lump sum amount set forth in Exhibit "C", plus premiums for insurance required to be provided by Construction Manager and premiums for the Performance Bond and the Payment Bond. Such fixed, lump sum amount shall not be adjusted except as provided in Section 2.7.2.2, Section 9.6.1, or Section 9.6.2. The aggregate premiums for the Performance Bond and the Payment Bond shall be 0.62% of the GMP, and the insurance premiums shall be 1.54 % of the GMP."

For the avoidance of doubt, the Exhibit "C" referenced in the amended definition of "General Conditions Costs" set forth above is Exhibit "C" attached to this Amendment.

5. Plans. The Plans upon which the GMP (Exhibit "1" hereto), the estimated Cost of the Work (Exhibit "B" hereto), and the General Conditions Costs (Exhibit "C" hereto) are based are identified in Exhibit "1" attached hereto and incorporated herein by reference.

6. Specifications. The Specifications upon which the GMP (Exhibit "1" hereto), the estimated Cost of the Work (Exhibit "B" hereto), and the General Conditions Costs (Exhibit "C" hereto) are based are identified in Exhibit "2" attached hereto and incorporated herein by reference.

7. Construction Schedule. As used in the Contract, the term "Construction Schedule" shall mean and refer to the Construction Schedule attached hereto as Exhibit "3" and incorporated herein by reference.

8. Substantial Completion. For purposes of the Contract, including without limitation Section 8.1.3, Construction Manager shall achieve Substantial Completion no later than four hundred forty-one (441) calendar days after City's issuance of the Notice to Proceed, which includes Saturdays, Sundays, holidays, and the non-work days, evenings, and times provided in Section 5.2.11 of the Contract.

9. Schedule of Job Classifications; Percentage Labor Burden. The "schedule of job classifications", including salaries plus labor burden, referenced in Section 10.3.2 of the Contract, and hereby agreed upon by City and Construction Manager, is attached hereto as Exhibit "4" and incorporated herein by reference.

10. Exhibit "G" Inclement Weather Days. The Contract is hereby amended by deleting Exhibit "G" to the original Contract in its entirety and inserting in lieu thereof the Exhibit "G" attached hereto and incorporated herein by reference.

11. Certificates of Insurance. Copies of the Certificates of Insurance that the Construction Manager has furnished pursuant to Article 27 of the Contract are attached hereto as Exhibit "5".

12. Payment Bond and Performance Bond. True and complete copies of the Payment Bond and the Performance Bond that the Construction Manager has furnished pursuant to Article 29 of the Contract are attached hereto as Exhibit "6".

13. Allowance for Travel Expenses. The allowance for travel expenses, which is included in the GMP, and the names of the employees of the Construction Manager who are subject to such travel allowance contemplated by Section 10.3.5(8) of the Contract are set forth in Exhibit "7" attached hereto and incorporated herein by reference.

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

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

**OWNER:**

Attest:

**CITY OF PENSACOLA,**  
a Florida municipal corporation

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

By: \_\_\_\_\_  
Grover C. Robinson, IV, Mayor

[AFFIX CITY SEAL]

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
Matt Coughlin, Airport Director

\_\_\_\_\_  
Susan A. Woolf, City Attorney

**CONSTRUCTION MANAGER:**

Attest:

**BRASFIELD & GORRIE, L.L.C.,**  
a Delaware limited liability company

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Michael V. Tortorici, Vice-President  
and Division Manager

