

**AMENDMENT NO. 3
AGREEMENT FOR ENGINEERING SERVICES
(VT Aerospace Engineering, Inc. MRO Facility at Pensacola International Airport)**

THIS AMENDMENT NO. 3 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 2.6 is hereby added to the Agreement and made an integral and material part thereof:

Section 2.6 Engineer shall perform and provide additional basic design services at the request of the Tenant and the Owner related to the re-design of mezzanine offices to include a small men's restroom, small women's restroom, and a breakroom with cabinets and sink. Design services will include architecture, electrical, plumbing, and civil trades. Engineer will attend a coordination kick-off meeting and prepare a preliminary set of drawings for review, comment, and pricing. Engineer will create issued for construction drawings based on comments received. No additional permitting is included in this scope of work.

3. Engineer Fee. Via acceptance of this amendment, the Engineer Fee shall be adjusted by an increase of **\$14,166.13**. 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 **\$2,740,901.13** (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-4" 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-4" 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. 3 TO THE AGREEMENT FOR ENGINEERING SERVICES
 (VT Aerospace Engineering, Inc. MRO Facility at Pensacola International Airport)
EXHIBIT "B-4" – PROJECT COST BREAKDOWN

PART A: BASIC SERVICES

Task	Task Description	Project Director	Sr. Eng III (Aviation)	Sr. Eng II (Storm/Road)	Eng II			Admin	Total Man-Hours
Task 2.6	Mezzanine Restrooms	8	0	4	8			2	22
	TOTAL MAN-HOURS	8	0	4	8	0	0	2	22
	LABOR RATES - HOURLY	\$70.50	\$53.50	\$48.00	\$30.50	\$0.00	\$0.00	\$23.50	
	SUB-TOTAL DIRECT LABOR	\$564	\$0	\$192	\$244	\$0	\$0	\$47	\$1,047
	OVERHEAD @	170%							1,780
	PROFIT @	12%							339

BASIC SERVICES TOTAL BURDENED LABOR

\$ 3,166

BASIC SERVICES DIRECT NON SALARY COSTS

Not Applicable

\$ -

BASIC SERVICES SPECIALTY SUBCONSULTANTS

Arch, MEP, Structural (BTA)
 Civil Utilities (Rebol Battle)

\$ 11,000

CONSTRUCTION PHASE BASIC SERVICES TOTAL FEE

\$ 14,166.13