

AMENDMENT NO. 2

TO

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

This AMENDMENT No. 2 is to the Part 1 Contract for Design-Build Services which was entered into the 4th day of September, 2014 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner", and Skanska USA Building, Inc., a Delaware Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder". With the execution of Amendment No. 2, the Owner and the Design-Builder, for the consideration stated herein, and other good and valuable consideration, hereto agree to change provisions of the aforementioned Agreement as follows:

1. ARTICLE 1 DESIGN-BUILDER

Delete Paragraph 1.2.1 in its entirety and replace with the following:

1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's request for qualifications dated February 21, 2014, entitled "Request for Qualifications Checked Baggage System Upgrades and Optimization at Tampa International Airport," the Design-Builder's fee and scope proposal dated August 27, 2014 entitled "Fee & Scope Proposal for Checked Baggage System Upgrades and Optimization, HCAA Project No. 5991 14," and the Design-Builder's fee and scope proposal dated March 25, 2016 entitled "Scope of Services, Skanska Part 1 Services Amendment, HCAA Project No. 5991 14," which are incorporated by reference herein, and the Design-Builder's fee and scope proposal dated _____, 2016 entitled "Scope of Services Skanska Part 1 Services Amendment No. 2," which is attached hereto and incorporated by reference herein. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

1.2.1.1 This Contract

1.2.1.2 Design-Builder's fee and scope proposal

1.2.1.3 The Owner's request for qualifications

1.2.1.4 Relevant portions of the Design-Builder's response to request for qualifications

2. ARTICLE 9 BASIS OF COMPENSATION

Delete Paragraph 9 in its entirety and replace with the following:

9.0 The Owner will compensate the Design-Builder for services rendered under this Contract, as described below. The overall Contract amount for the complete performance of all services required under this Contract will be a sum not-to-exceed Six Million One Hundred Sixty Six Thousand Seven Hundred Sixty Eight and No One Hundredths Dollars (\$6,166,768.00).

3. ARTICLE 19 DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE

Delete Paragraph 19.4 in its entirety and replace with the following:

19.4 DBE Goals. In compliance with the Owner's DBE policy, the Design-Builder's minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent submitted with their proposal. The goal stated below is the sum total of the certified DBE's listed in the Design-Builder's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 11.3% of the dollar amount earned on the design phase under this Contract and the design under subsequent Part 2 Contracts, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.

4. All other consistent terms remain in full force and effect and are hereby ratified and confirmed.
5. The Contract and Amendment No. 1, as modified by Amendment No. 2, represents the entire understanding between the parties on the issues contained in the Contract, either written or oral, and may be amended only by written instrument signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so;

By the Design-Builder this _____ day of _____, 2016.

ATTEST:

Skanska USA Building, Inc.

By: _____

Title: _____

Print Name

(Affix Corporate Seal)

Print Address

Signed, sealed, and delivered in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Skanska USA Building, Inc.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ in the capacity of _____ of Skanska USA Building, Inc., on its behalf. (He is / She is)(Personally known to me /not personally known to me) and has produced the following document of identification _____, and (they / he / she) (did / did not) take an oath.

(Seal of Notary)

Signature of Notary

Print, or type Name of Notary

By the Owner this _____ day of _____, 2016.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Robert I. Watkins, Chairman

ATTEST:

Victor D. Crist, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By: _____
Michael T. Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robert I. Watkins, in the capacity of Chairman, and by Victor D. Crist, in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary