

AMENDMENT NO. 6

TO

AGREEMENT FOR CONSULTING SERVICES

This AMENDMENT No. 6 is to the Agreement for Consulting Services which was entered into the 3rd day of November 2011 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 HNTB Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant". With the execution of Amendment No. 6, the Owner and the Consultant, for the consideration stated herein, and other good and valuable consideration, hereto agree to amend certain Articles and provisions of the aforementioned Agreement as follows:

1. ARTICLE 3 – SERVICES BY THE CONSULTANT

Delete Paragraph 3.1 in its entirety and replace with the following:

3.1 The services that the Consultant will provide to the Owner under this Agreement will be as follows, and in general accordance with the Owner's request for qualifications dated June 2, 2011, entitled "Master Plan Update 2012 and Common Use Passenger Processing – Master Plan and CUPPS", the Consultant's response to the Owner's Request for Qualifications dated July 27, 2011, entitled "Tampa International Airport Master Plan Update 2012 and Common Use Passenger Processing – Master Plan", the Consultant's fee and scope proposal dated October 10, 2011, entitled "HNTB scope and fee proposal for Airport Master Plan Update, (Project No. 5860-12) and CUPPS Master Plan, (Project No. 5505-11)", the Consultant's fee and scope proposal dated February 7, 2013, entitled "5860 12 Contract Amendment Two, Scope of Services, Development of Renderings of Proposed Improvements, Perimeter Parcel Land Use Analysis, Presentation Preparation and Public Meeting, Tampa International Airport", the Consultant's fee and scope proposal dated August 28, 2013, entitled "Scope of Services for ConRAC Shuttle Analysis, Tampa International Airport", the Consultant's fee and scope proposal dated February 19, 2016, entitled "Terminal Planning Review of the 2012 Master Plan", and the Consultant's fee and scope proposal dated October 14, 2016, entitled "Alternative Terminal Planning Studies to the 2012 Master Plan", which are incorporated herein by reference, and the Consultant's fee and scope proposal dated January 18, 2017, entitled "Alternative Terminal Planning Studies to the 2012 Master Plan", which is attached hereto and incorporated herein by reference. In the event of any conflicts between this Agreement and any other documents, the precedence in resolving such conflicts will be as follows:

- 3.1.1 This Agreement and all Amendments thereto
- 3.1.2 Individual work order and Consultant's associated fee and scope proposal
- 3.1.3 The Owner's request for qualifications
- 3.1.4 Consultant's response to request for qualifications

2. ARTICLE 5 - PAYMENTS TO THE CONSULTANT

Delete Paragraph 5.1 in its entirety and replace with the following:

5.1 (Master Plan Update 2012, Project No. 5860 12) The amount for the performance of basic services required under this Agreement, not identified as direct and reimbursable expenses, will be in a not-to-exceed amount of Two Million Five Hundred Eighty Thousand Two Hundred Seventy One and Seventy Two One-Hundredth Dollars (\$2,580,271.72), which includes all fees for subconsultants.

Delete Paragraph 5.2 in its entirety and replace with the following:

5.2 (Master Plan Update 2012, Project No. 5860 12) The amount for direct and reimbursable expenses will be in a not-to-exceed amount of One Hundred Fifty Two Thousand Six Hundred Fifty One and Twenty Eight One-Hundredth Dollars (\$152,651.28).

3. ARTICLE 24 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

Delete Paragraph 24.3.1 in its entirety and replace with the following:

24.3.1 DBE Goal: Consultant agrees that it will subcontract with DBE firms certified under the Florida Unified Certification Program pursuant to 49 CFR Part 26, in an amount equal to at least 9.9% of the total dollar amount earned under this Agreement, or clearly demonstrate in a manner acceptable to Owner its good faith efforts to do so. Consultant will contract with those DBEs as provided in Consultant's plan for achievement of the DBE goal, as stated in the DBE Assurance and Participation form and Letter of Intent for each DBE presented with Consultant's response, which is incorporated by reference into this Agreement. There will not be a DBE or Woman and Minority Owned Business Enterprise (W/MBE) requirement for the Common Use Passenger Processing System- Master Plan, Project No. 5505 11.

4. All other terms remain in full force and effect and are hereby ratified and confirmed.
5. The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, Amendment No. 5, as modified by this Amendment No. 6, represent the entire understanding between the parties on the issues contained in the Agreement, either written or oral, and may be amended only by written instrument signed by both parties.

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

By the Consultant this 19th day of January, 2017.

ATTEST:

HNTB Corporation

By: [Signature]
Title: Vice President
Print Name
James E. Drapp

(Affix Corporate Seal)

Print Address
201 N. Franklin Street, Suite 1200
Tampa, FL 33602

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

Debbie Britt
Print Name

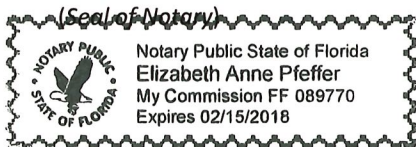
[Signature]
Witness

Luz Rojo
Print Name

HNTB Corporation

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19 day of January, 2017, by James E Drapp in the capacity of Vice President of HNTB Corporation, 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.



[Signature]
Signature of Notary
Elizabeth Anne Pfeffer
Print, or type Name of Notary

By the Owner this 2nd day of February, 2017.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

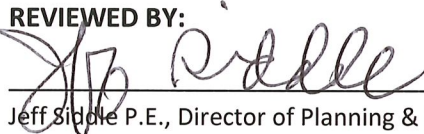
(Affix Corporate Seal)

By: _____
Robert I. Watkins, Chairman

ATTEST:

Victor D. Crist, Secretary

Signed, sealed, and delivered
in the presence of:

REVIEWED BY:


Jeff Sidde P.E., Director of Planning & Development

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 _____, 2017, 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

Tampa International Airport

Alternative Terminal Planning Studies to the 2012 Master Plan

January 18, 2017

Scope of Services

The Hillsborough County Aviation Authority has requested HNTB conduct alternative terminal planning studies from the original recommended 2012 Master Plan terminal configurations due to new information the Authority has learned from various tenants of facilities at Tampa International Airport (TPA), including the airlines and other new data recently obtained.

Therefore, an option has been explored to build a new Airside D, with landside access and terminal processing in the existing South Terminal complex and an airside connection via an APM system. The goal would be to maximize the use of this airside for international and domestic flights.

The additional efforts required for this study include additional coordination with staff and airlines, additional report requirements, additional deliverables and meetings and will address and consist of the following:

- New and revised configurations based on input from preliminary meeting with airlines
- White paper on gate forecasting process per airlines' request
- Break down of the Master Plan gated flight schedule into individual airline flight schedules
- Assessment of relocation of airlines to other airside and determination of gate capacity, ticket counter and curbside impacts per the airlines' requests.
- Gate requirements with aggressive towing and irregular operations per airlines' requests
- RON graphics to show distance from gates to RON aprons
- Support for Passenger Facility Charge Application (Project Description, Project objective, Project justification)
- Extra Cost estimating coordination with TPA Consultants
- Attendance at two workshop meetings with HCAA staff and associated documentation
- Additional documentation for Alternative Terminal Planning Study report

Any Work effort performed under the HCAA Labor Contingency shall be billed at the rates established in Exhibit A or if the personnel are not listed, at a mutually agreeable rate.

