

## AMENDMENT NO. 3

TO

### CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This AMENDMENT No. 3 is to the Contract for Design Professional Services which was entered into the 2nd day of December, 2021 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 Corgan Associates, Inc., a Texas Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design Professional". With the execution of Amendment No. 3, the Owner and the Design Professional, for the consideration stated herein, and other good and valuable consideration, hereto agree to change provisions of the aforementioned Contract as follows:

#### 1. ARTICLE 3 – SERVICES BY THE DESIGN PROFESSIONAL

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

3.1 The services that the Design Professional will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's request for qualifications, except for scope provisions covering Work or Services performed under the Design-Builder's Part 1 Contract, dated February 21, 2014, entitled "Request for Qualifications Checked Baggage System Upgrades and Optimization", the Design Professional's fee and scope proposal dated May 18, 2017, entitled "HCAA Project Number 5991 14, Checked Baggage Upgrades and Optimization, Design Team Scope of Work" and the Design Professional's fee and scope proposal dated September 18, 2017, entitled "HCAA Project Number 1105 14, Checked Baggage Upgrades and Optimization, Design Team Scope – ConRAC/APM 3 Building – Remote Check-in BHS", and the Design Professional's fee and scope proposal dated September 24, 2020, entitled "HCAA Project Number 5991 14, Checked Baggage Upgrades and Optimization, Design Team Additional CA Services Scope" which are incorporated by reference, and the Design Professional's fee and scope proposal dated November 18, 2021, entitled "HCAA Project Number 5991 14, Checked Baggage Upgrades and Optimization, Design Team Additional CA Services Scope", which is attached hereto as Attachment 1 and is incorporated by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

3.1.1 This Contract

3.1.2 Individual work order and Design Professional's associated fee and scope proposal

3.1.3 The Owner's request for qualifications

#### 2. ARTICLE 5 – PAYMENTS TO THE DESIGN PROFESSIONAL

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

5.1 The amount for the performance of basic services and reimbursable expenses required under this Contract, will be in a not-to-exceed amount of Six Million Four Hundred Ninety Four Thousand Thirty Seven and No One Hundredths Dollars (\$6,494,037.00), which includes all fees for subconsultants.

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

Delete Paragraph 24.4 in its entirety and replace with the following:

24.4 DBE Goals. In compliance with the Owner's DBE policy, the Design Professional'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 Professional's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design Professional will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 7.3% of the dollar amount of the design fees earned under this Contract, 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, as modified by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 Professional this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**Corgan Associates, 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 Corgan Associates, Inc.**

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as

(Name of person)

\_\_\_\_\_, for Corgan Associates, Inc..

(type of authority)

(name of party on behalf of whom contract was executed)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced

By the Authority this 2nd day of December, 2021.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Gary Harrod, Chairman

**ATTEST:**

\_\_\_\_\_  
Jane Castor, Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**REVIEWED BY:**

\_\_\_\_\_  
Jeff Siddle, P.E., Vice President of Planning and  
Development

**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 by means of  physical presence or  online authorization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

\_\_\_\_\_  
Signature of Notary  
\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification  
Type of Identification Produced



ARCHITECTURE  
INTERIOR DESIGN

WWW.CORGAN.COM

18 November 2021

Max Marble  
Senior Manager  
Tampa International Airport  
P.O. Box 22287  
Tampa, FL 33622

Re: HCAA Project Number 5991 14  
Checked Baggage Upgrades and Optimization  
Design Team Additional CA Services Scope

Dear Max,

Based on our current contract's construction administration scope of services. This proposal extends these services from the original contract dates to hard schedule dates indicated in Hensel Phelps Progress Schedule #41.

- Go Live A-Sort 06-06-2022
- Go Live Airside C 04-13-2022
- Go Live Main Terminal 09-07-2022
- Project Substantial Completion 09-19-2022
- Project Final Completion 12-26-2022
- Anticipated Project Close-out Date 01-31-2023

We followed the "task" format and included Construction Administration phase scope as requested. Also included in this text are Authority, Consultant and General Contractor responsibilities during Testing / Commissioning and Project Closeout phases as required by TSA. For clarity the Consultant team is only responsible for its consultant CA services portion of these items.

**Fees / Expenses by Consultant**

	<b>LABOR</b>	<b>EXPENSES</b>
• Corgan .....	\$ 590,000	\$ 30,000
• BNP .....	\$ 925,000	\$100,000
• Walter P. Moore .....	\$ 50,000	
• TLC Engineers .....	\$ 75,000	
• VoltAir .....	<u>\$ 60,000</u>	
Sub-Totals .....	\$1,700,000	<u>\$130,000</u>
Expenses .....	\$ 130,000	
<b>Sub-Total .....</b>	<b>\$1,830,000</b>	
Less Remaining fees/expenses .....	( <u>\$410,925</u> ) [1]	
<b>TOTAL .....</b>	<b>\$1,419,075</b>	

[1] Remaining Fees/Expenses not billed under current Work Order 14-03A as of OCT 2021

**DBE Goal Revision:**

Due to the only DBE firm on the team performing Mechanical / Plumbing engineering & construction administration services the hours projected to perform these duties has been over estimated. The original DBE goal for this agreement needs to be modified to 7.3%

HCAA Project Number 5991 14  
Checked Baggage Upgrades and Optimization  
Design Team Scope

<b>Proposed DBE Fees</b>	<b>Contract Values</b>
VoltAir Design/CA1 ..... \$ 366,559.00	Original Contract.....\$ 3,371,593.00
VoltAir CA 1 ..... \$ 14,946.00	Amendment 1.....\$ 166,369.00
VoltAir CA 2 ..... \$ 30,000.00	Amendment 2.....\$ 1,537,000.00
VoltAir CA 3 ..... \$ 60,000.00	Amendment 3.....\$ 1,419,075.00
\$ 471,505.00	\$ 6,494,037.00

$\$471,505 / \$6,494,037 = 7.3\% \text{ DBE}$

### **TASK 5 - Construction Administration Phase**

**5.2 Construction Site Visit and Field Report** - The Consultant will conduct periodic site visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the General Contractor's construction schedule. To avoid misunderstandings or questions, the Consultant understands and agrees that the Authority shall have the responsibility for the general management of the construction contract. Accordingly, the Consultant shall not have the authority or responsibility to issue direct instructions to the General Contractor, to reject work done by the General Contractor, or to require additional special inspections and/or tests not listed in the drawings and specifications. The Consultant, however, will provide continuing counsel to the Authority's authorized representative throughout the construction of the Project.

**5.3 Weekly Construction Coordination Meetings** - The Consultant will virtually and/or physically attend weekly construction progress meetings and prepare meeting minutes.

**5.4 Shop Drawing Submittal Review and Approval** - The Consultant will review and approve or take other appropriate action upon shop drawings, samples and other submissions furnished by the General Contractor and submitted to the Consultant. The Consultant will maintain a log of all General Contractor submittals which shall include the submittal date, the action taken and the date returned.

**5.5 Substantial Completion Walk-Through Inspection & Punch List** - The Consultant will perform, together with the Authority's authorized representative, one initial inspection to determine if the project has been completed in accordance with the contract documents and if the General Contractor has fulfilled all of its obligations. The Consultant will prepare a punch list based on the inspection.

**5.6 Monthly Pay Application Review** - The Consultant will review quantity of work performed and quantity of materials in place and assist the Authority to sign-off on monthly pay applications from General Contractor.

**5.7 Preparation of CCD, Work Order and CO** - The Consultant will assist the Authority in preparing routine construction change directives, work orders and change orders as required, act as interpreter of the terms and conditions of the contract documents and judge on the performance by the parties thereto and make decisions on claims of the Authority and General Contractor relating to the execution and progress of the work and other matters and questions related thereto. The Consultant shall provide design clarification and recommendations to assist the Authority in resolving field problems relating to the construction. Evaluate General Contractor change and cost proposals and substitutions and recommend to the Authority to either approve or disapprove the General Contractor's proposal or substitution.

**5.8 Preparation of ASI/ESI** - The Consultant will prepare architect's/engineer's supplemental instructions to provide clarification or additional information with regards to elements included in the contract documents as necessary to complete the project.

**5.9 Respond to General Contractor RFI** - The Consultant will provide prompt responses to all technical related requests for information (RFI).

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**5.10 Final Acceptance Walk-Through Inspection** - The Consultant will perform, together with the Authority's authorized representative, a final inspection to determine if the project has been completed in accordance with the contract documents and if the General Contractor has fulfilled all of its obligations for issuance of final acceptance by the Authority. The Consultant will sign off on punch list items completed based on the results of the walk-through.

**5.11 Record Drawings** - The Consultant will provide one set of drawings, PDF files and CAD files of "record drawings", which shall become the property of the Authority, corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon General Contractor "as-built" prints, drawings, field sketches and other data furnished to the Consultant by the Authority and/or any ESI or other changes to the drawings made by the Consultant.

**Task 5 - Construction Administration Phase Deliverables**

- Prepare Periodic Construction Site Visit Field Observation Reports
- Record Weekly Construction Coordination Meeting Minutes
- Substantial Completion Walk-Through Inspection & Punch List
- Final Acceptance Walk-Through Inspection
- Submit Record Drawings to the Authority

**TASK 6 – Testing and Commissioning Phase**

The design team understands that HP/Pteris will self-perform tests until all test items are working prior to scheduling the design team to witness the test. Time estimated for this proposal assumes all Pteris test pass on the first time and retesting is not necessary.

**Testing Remaining**

- I/O check out and testing
- Functional Testing
- Mechanical Static Punch listing
- Electrical Static Punch listing
- Sortation testing to each Makeup Device
- Alternative Bag routing testing
- Load Balancing
- Rate Testing /Through Put testing
- Server hot back up failure testing
- PLC hot back up failure testing
- Security Door testing
- TSA Pre-TRR Testing
- TSA ISAT testing
- Fault Avoidance Testing
- High Volume Sortation Testing
- Manual Encoding Sortation Testing including 2-digit, 4-digit and 10-digit IATA Fallback tags
- ATR Testing including 2-digit, 4-digit and 10-digit IATA Fallback tags
- Line tests on all EDS spur lines
- EDS Level 2 Testing
- EDS Level 3 Testing
- Complete all PDGS required tests.
- Report validation
- Ethernet VFD/Cable Fault Testing
- EDS Machine interface Testing
- Review Network testing documentation
- HMI Testing
- BSM Timing Tests
- BPM Testing

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- Early, Late and Onward Bag Destination Baggage Testing

**6.1 TSA Coordination for Site Acceptance Test** - The Consultant will coordinate with the Authority and TSA for the Site Acceptance Test (SAT) conducted by TSA to ensure that EDS equipment meets performance standards.

**6.2 TSA Coordination for Integrated Site Acceptance Test** - The Consultant will coordinate with the Authority and TSA for the Pre-Integrated Site Acceptance Test (ISAT). The Pre-ISAT is intended to independently evaluate CBIS performance and capability to meet the design standards and performance requirements defined by TSA PGDS. Written documentation of the successful demonstration of the Pre-ISAT shall be provided by the Authority with input from the Consultant and General Contractor to TSA.

The Consultants role in Integrated Site Acceptance Test (ISAT) is observation and witnessing of certain testing. The ISAT is conducted by TSA with logistical / labor support from the Authority, Consultant and General Contractor Logistical/labor support shall include but is not limited to the following:

- Baggage handlers to assist in bag induction
- Tugs and carts to move test bags to test locations
- Fork lift support for TSA-owned Unit Load Devices (ULDs) that transport test bags
- Bag tags for test bags
- Secure storage space for test bags
- Security Identification Display Area (SIDA) badging support
- SIDA escort support

**6.3 Test Readiness Review** - The Test Readiness Review (TRR) is a series of tests to be conducted in coordination with the Authority, Consultant and General Contractor as outlined in the TSA Site Specific Test Plan (SSTP) and witnessed and validated by TSA and/or a TSA contractor to ensure that the project CBIS is ready for the Testing and Commissioning phases. Once the Test Readiness Review has been issued by the Authority, Consultant and General Contractor will follow TSA change management processes outlined in TSA PGDS.

The Authority, Consultant and General Contractor will coordinate and provide a benchmarked copy of the Programmable Logic Controller (PLC) programming to TSA at the following project milestones:

- Pre-TRR
- Pre-ISAT
- Post-ISAT
- Post-Operational Run-In

**6.4 Project Run-In Period** - The Run-In Period should consist of a 30-day period to collect meaningful operational data (BHS and EDS) to support a well-rounded test summary report that accurately depicts system performance characteristics. The Run-In period may be extended at TSA direction until open issues are resolved or if new defects are detected during the operational run-in.

**6.5 Project Operational Analysis** - The Operational Analysis (OA) will be directed by TSA on a periodic recurring basis or as the result of reported system performance anomalies.

#### **Task 6 – Testing and Commissioning Phase Deliverables**

- Pre-ISAT documentation
- ISAT documentation

#### **TASK 7 – TSA Project Closeout Phase**

**7.1 TSA Project Closeout** - Once the CBIS has passed all necessary tests, the following actions shall be taken to close out the project:

- Submittal of Control Configuration Architecture Overview



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- Record Documents CBIS documentation shall be submitted to TSA, in both CAD and PDF file format, as follows:
  - Final Description of Operations
  - A complete set of BHS Record Documents mechanical and electrical drawings, including:
    - Mechanical
    - Cover Sheet & Index
    - Legend
    - Overall Plan View
    - Overall Plan Existing (if available)
    - Isometric (if HP provides 3D)
    - CBRA Egress Plan
    - ETD Egress Plan
    - EDS Egress Plan
    - EDS Removal Path
    - ETD Plan View (1/2" scale if possible)
    - CBRA Plan View (1/2" scale, if possible)
    - Flow Chart
    - Standard Details
    - 1/8" scale plan views
    - 1/4" scale elevation views
    - Catwalk Drawings
    - Structural attachment drawings (including load drawings)
    - Structural Details
    - Electrical Sheet Cover Sheet & Index Legend
    - Manifest with power summary and belt speeds
    - Control Device Plans 1/8" scale
    - E-Stop Zones
    - Control Device Details
    - Network Architecture
- Upper (Sort Controller)
- Lower (PLC)
  - Final copy of the Programmable Logic Controller (PLC) program shall be submitted to TSA
  - Final copy of PLC and software disaster recovery procedures shall be submitted to TSA including software recovery application

**7.2 Operations Training** - Operations training, distinct from maintenance training, shall be provided by the Authority, Consultant and General Contractor to TSA for mechanical, electrical, and computer functions required to properly operate the staffed portions of the system. Training shall include, but not be limited to:

- Any BHS provided equipment provided in the CBRA
- Any BHS provided equipment provided in the On-Screen Resolution (OSR) room
- BHS control interface provided to conduct the Image Quality Test (IQT) procedures
- CBIS orientation and layout
- CBIS failsafe procedures and layout
- System safety
- Bag jam clearing procedures
- The Baggage Handling System Contractor (BHSC) shall provide Sensitive Security Information (SSI) training for any BHS reports classified as SSI

The training sessions shall be conducted prior to the operational startup of the respective BHS. Training materials and documentation to be presented must be submitted to TSA for review prior to the first scheduled training session. All training sessions shall be videotaped, copies of which are to be provided to TSA prior to live bag screening.

HCAA Project Number 5991 14  
Checked Baggage Upgrades and Optimization  
Design Team Scope

**Task 7 – TSA Project Closeout Phase Deliverables**

- Control Configuration Architecture Overview
- CBIS Record Documents
- Operations Training (training sessions, materials & documentation)

Thank you for your consideration of this proposal.

Sincerely,



Jay Liese  
Chief Operating Officer  
Corgan (AA0002726)



John Murphy – AR96104  
Principal  
Corgan (AA0002726)

Attachments:

- Exhibit A - Fee Summary
- Exhibit B – Expenses Summary

## EXHIBIT A - FEE SUMMARY

<b>Project Fee Proposal - Project Design Team - Summary Sheet</b>									
Checked Baggage System Upgrades and Optimization, Tampa International Airport									
HCAA Project Number 5991 14									
11/18/2021									
Finish Design, ConRac, Construction Administration Services			Design & CA	ConRac	Construction	Construction	Total	W/DBE %	% W/DBE
			Services	Services	Administration	Administration		of Fee	Goal
			Initial		Extension	2021-2022			
	Corgan		\$ 1,276,063	\$ 34,598	\$ 325,000	\$ 590,000	\$ 2,225,660		
	BNP		\$ 1,080,847	\$ 60,146	\$ 860,000	\$ 925,000	\$ 2,925,993		
	Walter P Moore		\$ 242,692	\$ 16,445	\$ 30,000	\$ 50,000	\$ 339,137		
	TLC		\$ 154,319	\$ 30,034	\$ 60,000	\$ 75,000	\$ 319,354		
	VoltAir (DBE)		\$ 366,559	\$ 14,946	\$ 30,000	\$ 60,000	\$ 471,505	7.3%	10.90%
	Faithful & Gould		\$ 49,833	\$ -	\$ -	\$ -	\$ 49,833		
		CA Phase Services Sub Total	\$ 3,170,313	\$ 156,169	\$ 1,305,000	\$ 1,700,000	\$ 6,331,482		
		Less Fee Credit	-	-	\$ (120,000)		\$ (120,000)		
		Reimbursable Expenses							
	Corgan		\$ 110,940	\$ 8,700	\$ 29,800	\$ 30,000	\$ 179,440		
	BNP		\$ 74,400	\$ -	\$ 118,240	\$ 100,000	\$ 292,640		
	Faithful & Gould		\$ 1,940				\$ 1,940		
	Printing, shipping, travel etc. Allowance		\$ 14,000	\$ 1,500	\$ 3,960	\$ -	\$ 19,460		
		Sub Total	\$ 201,280	\$ 10,200	\$ 152,000	\$ 130,000	\$ 493,480		
		Owners Contingency	-	-	\$ 200,000	\$ -			
		Remaining Fees/Expenses (Work Order 14-03A)				\$ (410,925)			
		<b>Total Fee, Allowances, Reimbursable Expenses</b>	<b>\$ 3,371,593</b>	<b>\$ 166,369</b>	<b>\$ 1,537,000</b>	<b>\$ 1,419,075</b>	<b>\$ 6,494,037</b>	<b>7.3%</b>	<b>10.90%</b>

## Exhibit B - Expenses

<b>Corgan</b>	Lodging	30 Nights	\$160	\$	4,800
	Meals & Incidentals	42 Days	\$60	\$	2,520
	Airfare	30 RT	\$600	\$	18,000
	Rental Car	30 Days	\$100	\$	3,000
	Parking	42 Days	\$40	\$	1,680
	Reproduction	Allowance		\$	-
	Shipping	Allowance		\$	-
Total				\$	<b>30,000</b>

<b>BNP</b>	Lodging	100 Nights	\$160	\$	16,000
	Meals & Incidentals	330 Days	\$60	\$	19,800
	Airfare	48 RT	\$400	\$	19,200
	Rental Car	330 Days	\$100	\$	33,000
	Parking	300 Days	\$40	\$	12,000
	Reproduction	Allowance		\$	-
	Shipping	Allowance		\$	-
Total				\$	<b>100,000</b>

Total **\$ 130,000**