



HILLSBOROUGH COUNTY AVIATION AUTHORITY

SUPPLEMENTAL CONTRACT A

FOR SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

BOMBARDIER TRANSPORTATION (HOLDINGS) USA
INC.

PROJECT NOS. 8420 21, 8500 23 & 8910 23

AIRSIDE A AND C SHUTTLE CAR AND CONTROL
SYSTEM REPLACEMENT – PHASE 2, AIRSIDE D DEVELOPMENT &
AIRSIDE E SHUTTLE CARS

DATED NOVEMBER 3, 2022

SUPPLEMENTAL CONTRACT BETWEEN
OWNER AND CONTRACTOR

TABLE OF ARTICLES

SUPPLEMENTAL CONTRACT A

	<u>PAGE</u>
1. GENERAL PROVISIONS	4
2. BASIS OF COMPENSATION	4
3. GUARANTEED COMPLETION DATE	4
4. TERMS AND CONDITIONS	5
5. CONTRACT	6

ATTACHMENT 1 – PROPOSAL

SUPPLEMENTAL CONTRACT A

This Supplemental Contract A (Contract) for services is made and entered into this 3rd day of November, 2022 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 Bombardier Transportation (Holdings) USA Inc., a Delaware Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

For the following Program: Airside A and C Shuttle Car and Control System Replacement – Phase 2, Airside D Development & Airside E Shuttle Cars

Authority Project Nos. Authority Nos. 8420 21, 8500 23 & 8910 23

(Project No. 8420 21 – Airside A and C Shuttle Car and Control System Replacement – Phase 2, 8500 23 Airside D Development & 8910 23 Airside E Shuttle Cars)

The Owner and Contractor agree as set forth below.

As part of the Contract Between Owner and Contractor, dated November 4, 2021, for services for Airside A and C Shuttle Car and Control System Replacement – Phase 2, Project No. 8420 21, the Owner and Contractor established a GMP Contract Sum of \$50,882,858.00 and Substantial Completion date of March 26, 2025.

**ARTICLE 1
GENERAL PROVISIONS**

The existing Contract and all attachments, dated November 4, 2021, between Owner and Contractor, as described above, are incorporated by reference herein to the extent not modified by this Supplemental Contract A.

**ARTICLE 2
BASIS OF COMPENSATION**

The Owner will compensate the Contractor for services rendered under the Contract and this Supplemental Contract A, as described below.

For the Contractor’s successful performance of the Work, as described in Article 1 of the Contract and Contractor’s GMP Proposals and including any other services listed in said Contract as part of the Work, the Owner will pay to the Contractor the GMP Contract Sum of Seventy Nine Million Eight Hundred Thirty Eight Thousand Three Hundred Forty Four and No One-Hundredth Dollars (\$79,838,344.00) subject to additions and deductions by changes in the Work as provided in the Contract Documents. Invoiced amounts will be based upon actual work completed and supported by monthly progress reports submitted to the Owner in accordance with Article 4 of the Contract.

The GMP amount is for the performance of the Work in accordance with the Contract, as if fully contained herein, and Design-Builder’s GMP proposal for Supplemental Contract A (\$28,955,486), marked Attachment 1, as follows:

Attachment 1 - Supplemental Contract A GMP proposal dated October 19, 2022, entitled “Eight Option APM 300R Cars with Storage and Maintenance Cost for Four Airside D Cars.”

**ARTICLE 3
GUARANTEED COMPLETION DATE**

23.1 The Contractor will commence the Work within 10 days of the date set by the Owner in a written Notice to Proceed. The Contractor will achieve Substantial Completion of the Contract Work for the Work included in the Contract dated November 4, 2021 no later than the Guaranteed Completion Date of March 26, 2025, subject to authorized adjustments and in accordance with the Contract Documents.

- 23.2 The Contractor will commence the Work within 10 days of the date set by the Owner in a written Notice to Proceed. The Contractor will achieve Substantial Completion of the Supplemental Contract A Work included in Attachment 1 no later than the Guaranteed Completion Date of August 30, 2025, subject to authorized adjustments and in accordance with the Contract Documents.
- 23.3 It is mutually agreed between the parties hereto that time is of the essence of this Contract and in the event the Contract Work has not achieved Substantial Completion by the Guaranteed Completion Date herein specified, it is agreed that from any money due or to become due the Contractor or the Contractor's Surety, the Owner may retain the sum of Five Hundred Dollars (\$500.00) per day, for each day thereafter, Sundays and holidays included, until the Contract Work is substantially completed, not as a penalty but as liquidation of a reasonable portion of loss that will be incurred by the Owner if the Contract Work is not completed on or before the Guaranteed Completion Date. Multiple Substantial Completion Dates may be defined as part of this Contract. In addition, the Owner may retain different sums as liquidated damages if Work is not completed on or before the Substantial Completion Dates. The maximum amount of liquidated damages shall not exceed 10% of the Contract Sum.
- 23.4 It is mutually agreed between the parties hereto that time is of the essence of this Contract and in the event the Supplemental Contract A Work has not achieved Substantial Completion by the Guaranteed Completion Date herein specified, it is agreed that from any money due or to become due the Contractor or the Contractor's Surety, the Owner may retain the sum of Five Hundred Dollars (\$500.00) per day, for each day thereafter, Sundays and holidays included, until the Supplemental Contract A Work is substantially completed, not as a penalty but as liquidation of a reasonable portion of loss that will be incurred by the Owner if the Supplemental Contract A Work is not completed on or before the Guaranteed Completion Date. Multiple Substantial Completion Dates may be defined as part of this Contract. In addition, the Owner may retain different sums as liquidated damages if Work is not completed on or before the Substantial Completion Dates. The maximum amount of liquidated damages shall not exceed 10% of the Supplemental Contract A Sum.

ARTICLE 4 TERMS AND CONDITIONS

All other terms and conditions contained in the Contract remain in full force and effect and are hereby ratified and

**ARTICLE 5
CONTRACT**

This Contract is entered into as of the day and year first written above.

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

By the Contractor this _____ day of _____, 2022.

ATTEST:

Bombardier Transportation (Holdings) USA Inc.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Bombardier Transportation (Holdings) USA Inc. _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ____ day of _____, 2022, by _____ as

(Name of person)

_____, for _____.

(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

Airside A and C Shuttle Car and Control System Replacement – Phase 2, Airside D Development & Airside E Shuttle Cars
Authority Nos. 8420 21, 8500 23 & 8910 23

By the Owner this 3rd day of November, 2022.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
_____, Chairman

ATTEST:

_____, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

**APPROVED AS TO FORM FOR LEGAL
SUFFICIENCY:**

By: _____
Michael Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ____ day of _____, 2022, by _____ as
(Name of person)

_____, for _____
(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

Airside A and C Shuttle Car and Control System Replacement – Phase 2, Airside D Development & Airside E Shuttle Cars
Authority Nos. 8420 21, 8500 23 & 8910 23

Additionally:

- The eight Airsides D and E cars will be in the same configuration as the cars for Airside A and C
 - o Routine testing to be performed at Alstom's Pittsburgh APM Manufacturing Facility
 - o Commissioning of the vehicles to be performed by Alstom at the site in the airport
- Delivery to the Site:
 - o Delivery will be FOB Tampa Airport
 - o Delivery schedule will be as follows:
 - Cars 9 and 10 – March 2025
 - Cars 11 and 12 – April 2025
 - Cars 13 and 14 – July 2025
 - Cars 15 and 16 – August 2025
- Alstom will off-load the new cars from the delivery trucks onsite; any additional loading and off-loading of the cars is not included in the above price
- Removal of the current APM 100 cars is not included in the price
- NTP date is to be no later than November 15, 2022
- One-year warranty period starting from delivery to site is included in the price
- Insurance cost for the eight option cars is \$629,771 and is included in the price
- Bond cost for the eight option cars is \$119,571 and is included in the price
- It is assumed that HCAA will provide tax exemption certificate
- All other pricing and commercial assumptions are the same as those pertaining to the AIRSIDE A AND C SHUTTLE CAR AND CONTROL SYSTEM REPLACEMENT – PHASE 2 contract between the parties dated 4 November 2021.

As we have discussed, as it is likely that the Airside D will not be ready by Q2/Q3 2025 to receive delivery of the four new APM 300R cars allocated for it, medium to long-term storage of these finished cars will need to be arranged. Below are details of Alstom's proposed storage plan:

- For practical logistical and cost reasons, Alstom proposes to store the cars at or near the West Mifflin Facility, instead of shipping and storing them in Tampa. The rationale for this suggestion is that if stored at Alstom's West Mifflin facility, the cars can easily be connected to the appropriate 600 VAC power source for maintenance, inspection and testing activities to be carried out. And if stored off-site, the cars can easily be transported back to the factory to undergo these procedures. Ready access to this power source eliminates the need for the Airport to incur the costs to provide this – we have investigated these costs and they are not insignificant. Qualified inspection, testing and maintenance staff are onsite and can be mobilized efficiently.
- The cars will be loaded on trailers before moving to storage
- Any storage, maintenance, and related costs post-delivery are not included in the price above. It is Alstom's understanding that the Authority will issue a change order for the storage by Alstom once the dates for storage are finalized. The details are as follows:

Duration (months)	Unit Price	3	6	9	12	15	18
Duration (weeks)		13	26	39	52	65	78
Trailer Rental (per car per week)	\$ 300	\$ 15,600	\$ 31,200	\$ 46,800	\$ 62,400	\$ 78,000	\$ 93,600
Transport/ Handling Cost (to transport two cars to/from factory to storage)	\$ 5,400	\$ 10,800	\$ 21,600	\$ 21,600	\$ 32,400	\$ 32,400	\$ 43,200
Shrink-wrap (per car for storage)	\$ 3,600			\$ 14,400	\$ 28,800	\$ 28,800	\$ 43,200
Desiccants	\$ 2,006	\$ 2,006	\$ 4,013	\$ 4,013	\$ 6,019	\$ 6,019	\$ 8,026
Maintenance work (charge batteries, perform inspections, system functional tests and lubricate components) (Man-hours)	\$ 155		\$ 18,600	\$ 18,600	\$ 37,200	\$ 37,200	\$ 55,800
Total Cost		\$ 28,406	\$ 75,413	\$ 105,413	\$ 166,819	\$182,419	\$243,826
Cost of Off-Site Storage (per car per month)*	\$ 600	\$ 7,200	\$ 14,400	\$ 21,600	\$ 28,800	\$ 36,000	\$ 43,200
Maximum Storage Cost		\$ 35,606	\$ 89,813	\$ 127,013	\$ 195,619	\$218,419	\$287,026

* Alstom will use all reasonable endeavors to provide for storage at no cost on Alstom's site, but if this is not possible, off-site storage space will be procured at the costs shown (within Alstom's sole discretion based on facility needs)

The default storage plan is to store the cars at the Alstom's Manufacturing Facility lot in West Mifflin in trailers. However, if this becomes impossible due to space constraints onsite, Alstom will store the cars off-site - we will let you know nearer the time what we intend to do. Off-site storage will have an additional cost implication which is included in the table above. Of course, we will do our best to avoid this.

Storage of the cars for this period will mean that the supplier warranties we have from our supply chain will largely be expired by the time the cars are delivered. Alstom will absorb the additional one-year warranty cost so that we can still offer a one-year warranty on the cars from delivery to site.

Should you have any questions regarding the information or wish to further discuss any aspect of this offer, please do not hesitate to contact me at +1 (607) 590-7117.

Sincerely,



B. Jill Hampton
VP Business Development - Turnkey Systems
ALSTOM

cc: Jeff Siddle, Tom Thalheimer – HCAA