



HILLSBOROUGH COUNTY AVIATION AUTHORITY

CHANGE ORDER NO. 1

FOR SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

ALSTOM TRANSPORT USA INC
F/K/A 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 SEPTEMBER 7, 2023

CHANGE ORDER BETWEEN
OWNER AND CONTRACTOR

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ATTACHMENT 1 – PROPOSAL

CHANGE ORDER NO. 1

This Change Order No. 1 for services is made and entered into this 7th day of September 2023 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 Alstom Transport 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.

As part of the Supplemental Contract A Between Owner and Contractor, dated November 3, 2022, which added cars to Contractor's scope for Airside A and C Shuttle Car and Control System Replacement – Phase 2, Airside D Development & Airside E Shuttle Cars, the Owner and Contractor established a GMP Contract Sum of \$79,838,344.00 and Substantial Completion date for the Supplemental Contract A Work of August 30, 2025.

ARTICLE 1 GENERAL PROVISIONS

The existing Contract, Supplemental Contract A, and all attachments, dated November 4, 2021, and November 3, 2022, between Owner and Contractor, as described above, are incorporated by reference herein to the extent not modified by this Change Order No. 1.

ARTICLE 2 BASIS OF COMPENSATION

The Owner will compensate the Contractor for services rendered under the Contract, Supplemental Contract A, and this Change Order No. 1, 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

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

Contract as part of the Work, the Owner will pay to the Contractor the GMP Contract Sum of Seventy Nine Million Nine Hundred Ten Thousand Three Hundred Thirty Four and No One-Hundredth Dollars (\$79,910,334.00) 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 or as specified in Attachment 1.

The GMP amount is for the performance of the Work in accordance with the Contract, Supplemental Contract A, as if fully contained herein, and Design-Builder's GMP proposal for Change Order No. 1, marked Attachment 1, as follows:

Attachment 1 - Change Order No. 1 proposal dated July 11, 2023, entitled "Airside D Engineering Services Agreement."

ARTICLE 3 LIMITATION OF LIABILITY

Contractor's overall liability to the Owner under this Contract shall be limited to each individual project amount included in the GMP Contract Sum, except for (i) fraud, willful misconduct or gross negligence, (ii) third-party personal injury and property damage claim indemnity and (iii) indemnity relating to intellectual property rights.

Each individual project and project amount is defined as the following:

Project No. 8420 21 – Airside A and C Shuttle Car and Control System Replacement – Phase 2 - \$50,882,858.00.

Project No. 8500 23 Airside D (Cars only) - \$14,477,743.00.

Project No. 8910 23 Airside E Shuttle Cars Replacement (Cars only) - \$14,477,743.00.

The Work included under this Change Order No. 1 will fall under Project No. 8500 23 Airside D Development once the Supplemental Contract is signed; the contract value of Project No. 8500 23 Airside D Development will be determined in the future. Contractor's liability for this Change Order No. 1 will be limited to the proceeds available from any professional liability insurance policies required of Contractor under this Contract. If insurance proceeds are not available, the amount of Change Order No. 1 will be the limitation of liability for the Change Order No.1 Scope of Work until Supplemental Contract B is executed.

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 confirmed.

**ARTICLE 5
CHANGE ORDER**

This Change Order 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 _____, 2023.

ATTEST:

Alstom Transport USA Inc.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Alstom Transport USA Inc.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, 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 ___ day of _____, 2023.

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 _____, 2023, 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

NORTH AMERICA

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Mr. Tom Thalheimer
Director, Procurement, Capital Programs
Tampa International Airport
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Tampa, FL 33622-2287

July 11, 2023

8420 21.PH2.LTR.AT.HCAA-011

Subject: **Airside D Engineering Services Agreement**
Project No.: 8500 23
Reference:

Dear Mr. Thalheimer:

Alstom is pleased to provide a proposal for Engineering Services to support the Hillsborough County Aviation Authority (HCAA) and Airside D development and design.

The proposed scope under this engineering services agreement would include;

- Design and coordination meetings with the Authority and Airside D design team including requests regarding the Airside D Terminal or Landside station
- Alignment discussions and development
- Develop and submit the initial version of the Design/Construction Interface Document (deliverable date to be determined and mutually agreed as needed)
- Up to two trips to Tampa specifically for Airside D design and coordination

The estimated cost accounts for 10 hours per month from August to November at Alstom's standard selling policy rates for the expected functions to be engaged. If support is requested prior to August, these hours will be captured accordingly.

It is expected that invoices will be submitted monthly based on the support needed and services rendered. A table will be provided with the record to support each invoice.



		August	September	October	November		Subtotal	Unit Price	Total
Hours	Project Management	10	10	10	10		40	\$ 280	\$ 11,200
	System Engineering	10	10	10	10		40	\$ 210	\$ 8,400
	Construction Management	10	10	10	10		40	\$ 280	\$ 11,200
	Civil Interface Engineering	10	10	10	10		40	\$ 210	\$ 8,400
	Electrical Engineering	10	10	10	10		40	\$ 210	\$ 8,400
	Trips	5		5			10	\$ 1,500	\$ 15,000
									\$ 62,600
								Alstom mark-up (15%)	\$ 9,390.00
								Total	\$ 71,990.00

Thank you for your business and if you require any additional information, please contact me directly.

Sincerely,

Carl Ekstrand, P.E.
Project Manager

CC: R. DeCostro, V. Falleroni, L. Gambone, J. Hampton, J. Wu, K. Kimball, M. DeLoatche, J. Dedinsky