

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) entered into an agreement dated October 15, 2015 (Agreement) with the Brookville Equipment Corporation (Brookville) for the remanufacture of six (6) PCC vehicles (PCC Cars) for the El Paso Streetcar Project being developed by the CRRMA;

WHEREAS, the parties desire to make certain changes to the Agreement related to: (i) the identification of lead paint on the PCC Cars that must be abated; (ii) the desire of the CRRMA to change the windows originally planned to be added the PCC Cars; and (iii) the need to correct various errors identified in the Agreement; and

WHEREAS, the parties therefore desire to enter into an amendment to the Agreement to address the items identified above;

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the Executive Director is hereby authorized to execute Amendment No. 01 to the Rail Vehicle Contract for Remanufacture of PCC Cars with Brookville Equipment Corporation, including any additional documents or materials as may necessary, in order to address lead paint abatement, change the type of windows to be utilized and correct errors in the Contract.

PASSED AND APPROVED THIS 13TH DAY OF APRIL 2016.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Susan A. Melendez, Chair

ATTEST:

Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

AMENDMENT NO. 1
to
RAIL VEHICLE CONTRACT FOR REMANUFACTURE
OF PCC CARS

This Amendment No. 1 (the "Amendment") is entered into by and between the Camino Real Regional Mobility Authority ("CRRMA") and Brookville Equipment Corporation ("BEC") for the purpose of modifying the terms of that certain Rail Vehicle Contract for Remanufacture of PCC Cars dated October 15, 2015 between CRRMA and BEC (the "PCC Contract").

RECITALS:

- A. The parties previously entered in the PCC Contract for the purpose of defining the terms by which BCC would remanufacture and upgrade certain rail vehicles related to the El Paso Street Car Project.
- B. CRRMA and BEC desire to make certain changes to the terms of the PCC Contract in order to (1) provide additional compensation to BEC related to the abatement of lead paint found on the PCC Cars, (2) provide for openable/lockable passenger windows in certain locations of the PCC Cars and additional compensation to BCC related thereto, and (3) correct errors in various provisions of the PCC Contract.

AGREEMENT

1. Definition of Terms. All terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the PCC Contract.

2. Lead Paint Abatement. BEC agrees to provide all materials and services necessary to abate all lead from the PCC Cars using a sponge blasting process in return for an increase in the PCC Contract Price of \$24,772.75, payable upon completion of sponge blasting of the sixth (6th) PCC Car. There shall be no schedule impacts or other additional costs associated with abatement of lead from the PCC Cars.

In connection with BEC's performance of lead abatement services, the parties agree that the following revisions shall be made to the terms of the PCC Contract:

TS Section 1.1, Project Description, Scope, 3rd paragraph, is hereby changed as follows (underline signifies added text and ~~strike through~~ signifies deleted text):

There shall be no provision of Conditional Work or Extra Work during the remanufacture of the PCCs. All necessary Work required by these Technical Specifications and other Contract Documents shall be performed by the Contractor as Base Work as part of the Contractor's Total Base Contract Price

noted in CP2, and incorporated into the Contract in CP3. No other costs or monies shall be paid to the Contractor to complete any Work related to the carbody repair, lead abatement, truck repair or any other requirement of the Technical Specifications and other Contract Documents based on hidden conditions or similar situations, except as specifically authorized by CRRMA in accordance with the Contract Documents.

TS Section 3.1, Carbody, General, 1st paragraph, is hereby changed as follows (underline signifies added text and ~~striketrough~~ signifies deleted text):

The Contractor shall remanufacture each PCC carbody. Work shall consist of removing all roof, interior and undercar equipment, stripping each carbody down to the bare structure, inspecting for damage, repairing the structure, installation of structural modifications, remanufacture of equipment and reassembly of the carbody as defined by this Technical Specification and the Contract Documents. The Contractor shall be responsible for repair of any damage to the vehicle caused by any Contractor actions in cleaning, repairing, remanufacturing or installing equipment and/or materials, at no cost or other impact to CRRMA. There shall be no provision of Conditional or Extra Work during the remanufacture of the PCCs. All necessary work required by these Technical Specifications and other Contract Documents shall be performed by the Contractor as Base Work as part of the Contractor's bid price noted in CP2. No other costs or monies shall be paid to the Contractor to complete any work related to the carbody repair, lead abatement, truck repair or any other requirement of these Technical Specifications and other Contract Documents based on hidden conditions or similar situations, except as specifically authorized by CRRMA in accordance with the Contract Documents.

3. Lockable Passenger Side Windows. BEC agrees to provide openable/lockable windows for all passenger side windows of the six (6) PCC Cars (instead of for just 8 passenger windows as currently specified in the PCC Contract) in return for an additional \$8,850 per car, for an aggregate total of \$53,100 for the six (6) PCC Cars. The total amount of \$53,100 shall be payable at the time that the D13 Milestone Payment is due in accordance with the Milestone Payment Chart contained in Section 5.7.1 of the CP5-Special Provisions, and shall be in addition to the amount otherwise payable to BEC in connection with Milestone D13.

In connection with the increase in the number of required lockable passenger side windows, the parties hereto agree to make the following changes to the PCC Contract:

(a) TS Section 3.13, 3rd paragraph, 5th bullet is changed as follows (underline signifies added text and ~~striketrough~~ signifies deletes text):

Openable/lockable side windows, ~~two left side and two right side at the car front, and two left side and two right side at the car rear~~ all passenger side windows shall slide in the car body vertical channels as with the original design. Lockable latches, using the standard key, defined in TS

Section 2.11, shall be provided to hold these windows in the opened position and the closed position.

- (b) Form III – Schedule of Prices, Schedule B – Part 1 Spare Parts, Section 12, Item 12 is changed as follows (underline signifies added text and ~~striketrough~~ signifies deletes text):

12	0 car set	Passenger windows, glazing	\$71,268.00	\$0
		and frames, all types,	<u>\$80,118.00</u>	
		complete, ready to install		

4. Increase in Total Contract Price. The total PCC Contract Price of \$18,794,265 shall be increased by \$24,772.75 related to lead abatement and \$53,100 related to additional openable/lockable passenger windows to a total of \$18,872,137.75. However, the Milestone Payments and the related percentage completion amounts contained in the Milestone Payment Schedule in Section 5.71 of CP-5-Special Provisions shall continue to be based on the original PCC Contract Price of \$18,794,265.

5. Correction of Errors in Provisions of PCC Contract. The parties agree to modify the following provisions of the PCC Contract to correct errors in order to express the original intent of the parties:

- (a) TS Section 6.3.2 Tail Lights is hereby changed as follows (underline signifies added text and ~~striketrough~~ signifies deleted text):

Two new red LED tail lights meeting SAE J585e requirements intended for streetcar or bus service shall be installed below the stop lights and directional lights, in a location outboard of the battery box, and mounted with new fasteners. The tail lights shall emit a red light that is plainly visible in clear weather from a distance of at least 500 feet to the rear of the vehicle. The tail lights and stop lights can be combined into a single dual purpose unit. These units, along with the rear turn signal and back up lights, are to be arranged in groups and use “fairings” or “cans” similar to the SEPTA PCC.

- (b) TS Section 6.3.4 Stop Lights, 1st paragraph, is hereby changed as follows (underline signifies added text and ~~striketrough~~ signifies deleted text):

The existing stop light assemblies shall be removed. They shall be replaced in the same location with two new red LED stop lights meeting SAE J1398 requirements intended for streetcar or bus service and mounted with new fasteners. The stop lights shall be capable of producing at least 150 percent of the intensity of the tail lights. The tail lights and stop lights can be combined into a single dual purpose unit. These units, along with the rear turn signal and back up lights, are to be arranged in groups and use “fairings” or “cans” similar to the SEPTA PCC.

- (c) TS Section 6.3.7 Back Up Lights is hereby changed as follows (underline signifies added text and ~~striketrough~~ signifies deleted text):

Two new white back-up incandescent or LED warning lights shall be installed on the rear of the car, ~~located below the tail lights~~ and grouped with the stop/tail/turn signal lights similar to the SEPTA PCC.

- (d) TS Section 8.1 Doors and Door Operators, General, is hereby changed as follows (underline signifies added text and ~~striketrough~~ signifies deleted text):

The existing PCC cars have two right side doorways, referred to as front and center doors, which have two blinker doors each. A new wheelchair lift shall be installed at the center door location. The center door shall be converted to use two new opposed bi-fold doors to obtain the clear opening needed for ADA lift installation and ADA compliance. The front blinker doors shall be remanufactured as described herein, or converted to use a new inward folding bi-fold door system.

- (e) TS Section 9.5 Wheel Assemblies, 1st paragraph, is hereby changed as follows (underline signifies added text and ~~striketrough~~ signifies deleted text):

All existing wheels shall be removed and stored as defined. All new wheels having the capacity for ~~2-inches~~ ½ inch of radial wear shall be installed on each truck, no wheels from the existing PCCs shall be reused. The Contractor shall use the wheel profile attached for all wheels, and shall confirm that this profile is compatible with the remanufactured PCC. To determine compatibility, the Contractor shall consider the rail profile, track slab design, special trackwork configuration, flange height and width, and stray current isolation method used on the trackway. The Contractor shall provide a detailed drawing of the wheel profile and the back-to-back dimensions of the wheel-axle assembly for CRRMA approval. The back-to-back dimension shall be closely coordinated with the CRRMA to ensure that it is compatible with the track design.

- (f) TS Section 10.5.5 Ventilating Air Bellows is hereby changed as follows (underline signifies added text and ~~striketrough~~ signifies deleted text):

The traction motor cooling air supply bellows shall be remanufactured on all motors. This supplied motor ventilation air shall be from carbody ducting by means of body sector plates and spring-loaded motor bellows. The bellows and sliding plates shall be replaced or remanufactured in a method to not reduce air flow and to allow for movement and sealing during all track conditions of the El Paso system. ~~in accordance with the~~

~~details contained in Transit Research Corporation PCC Car drawing 83-14a1, Support of Motor Bellows for Truck B-3, April 1947.~~

- (g) The Milestone Description for Milestone Payment M contained in the Payment Milestone Chart in Section 5.7.1 of the CP5-Special Provisions is changed as follows: (underline signifies added text and ~~striketrough~~ signifies deleted text):

M	Five percent (5% of Unit Price	90	90	40
	Item 1 upon Substantial			
	Completion of each PCC (7 <u>6</u>			
	times, once for each car)			

6. No Other Change to PCC Contract Terms. Except as otherwise set forth herein, all terms and conditions of the PCC Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 1 as of the day and year first written above.

Sworn to and Subscribed
before me this _____ day of _____,
2016

**CAMINO REAL REGIONAL MOBILITY
AUTHORITY**

Notary Public

By: _____
Raymond L. Telles
Executive Director

My commission expires: _____

Sworn to and Subscribed
before me this _____ day of _____,
2016

CONTRACTOR:

BROOKVILLE EQUIPMENT CORPORATION,
a Pennsylvania corporation

Notary Public

By: _____
Name: _____
Title: _____

My commission expires: _____