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 previously amended the Agreement to address (i) the abatement of lead paint on the PCC Cars; (ii) the desire of the CRRMA to change the windows originally planned for the PCC Cars; and (iii) the need to correct various errors identified in the Agreement;

WHEREAS, the parties now desire to make additional changes to the Agreement in order to add: (i) a truck lifting spreader bar; (ii) sun shades; (iii) roller curtain destination signs; (iv) event recorders; and (v) special tools and test equipment to the scope of the Contract; and

WHEREAS, the parties therefore desire to enter into a second 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. 02 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 add a truck lifting spreader bar, sun shades, roller curtain destination signs, event recorders and special tools and test equipment to the scope of the Contract.

PASSED AND APPROVED THIS 11TH DAY OF JANUARY 2017.

CAMINO REAL REGIONAL MOBILITY AUTHORITY

ATTEST:

Susan A. Melendez, Chair

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

AMENDMENT NO. 2
to
RAIL VEHICLE CONTRACT
FOR REMANUFACTURE OF PCC CARS

This Amendment No. 2 (the "Amendment") is entered into as of January ___, 2017 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"), as amended in April 2016 by an Amendment No. 1.

RECITALS:

A. The parties previously entered into the PCC Contract for the purpose of defining the terms by which BEC would remanufacture and upgrade certain rail vehicles related to the El Paso Street Car Project for a total Contract Price of $18,794,265.00.

B. In April 2016, CRRMA and BEC entered into Amendment No. 1, which made 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 BEC related thereto, and (3) correct errors in various provisions of the PCC Contract. Amendment No. 1 increased the total PCC Contract Price to $18,872,137.75.

C. CRRMA and BEC now desire to make certain additional changes to the scope of the PCC Contract, and to provide additional compensation to BEC related to 1) truck lifting spreader bar, 2) sun shades, 3) roller curtain destination signs 4) event recorders and 5) special tools and test equipment.

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. PCC Truck Lifting Spreader Bars. BEC agrees to perform the design of, and provide a single PCC truck lifting spreader bar in return for an aggregate increase in the PCC Contract Price of $3,150.00. There shall be no schedule impacts associated with the update and provision of the spreader bar.

In connection with BEC's design and provision of the PCC truck lifting spreader bar, the parties agree that the following revisions shall be made to the terms of the PCC Contract:

TS Section 9.1, General, a new 3rd paragraph is hereby added as follows (underline signifies added text and strikethrough signifies deleted text):

The Contractor shall design and provide a single spreader bar to facilitate the lifting of a completely assembled PCC truck. The design, materials and capacity of the spreader bar shall be documented, and the Contractor shall demonstrate that appropriate welding processes will be used for all welds, and that certified welders will be used to manufacture the spreader bar. The Contractor shall deliver the spreader bar to the CRRMA with the delivery of all other special tools, as defined in CP5, Section 5.2.2, or other date as approved by the CRRMA. The spreader bar shall be painted "safety yellow" and include the following items stenciled in black letters/numbers:

a. "Sunmetro Streetcar"
b. "PCC Truck Lift"
c. "Capacity of 7,500 pounds"
d. Name of the manufacturer
e. The date when manufactured in the following format: "Month XX, 2016"

3. Operator's Front and Side Sun Shades. BEC agrees to provide two (2) operator's front windshield sun shades using a "scissor" mechanism configuration, and one (1) operator's side sun shade using a "scissor" type mechanism, including all engineering, drafting, quality and production labor, for each of the 6 PCC Cars and 1 complete spare of each ready to install in return for an aggregate increase in the PCC Contract Price of $2,156.00. There shall be no schedule impacts associated with the provision of operator's sun shades.

In connection with the provision of operator's front and side sun shades, the parties agree that the following revisions shall be made to the terms of the PCC Contract:

TS Section 4.6.6, Cab Accessories, 1st paragraph is hereby revised as follows (underline signifies added text and strikethrough signifies deleted text):

A new COEP approved Adams & Westlake, Auto-Motion, or approved equal, locking ~~roller~~ scissor mechanism curtain sunshade ~~with neutral gray mesh fabric~~ shall be installed on both windshields, and on the operator side window. The sunshades shall be designed as follows:

1. Provide "scissor" AutoMotion FLX-620 sun shades on both windshields. Material for the upper portion of the shade shall be "Sunscreen 260 - 5% Black" and the material for the lower "visor strip" portion of the screen shall be "Vinyl 900 Black". The height of the lower visor strip shall be between 6 and 7-3/4 inches, whichever is standard from the manufacturer. If the manufacture has no standard visor strip height, then use 7-3/4 inches.
2. Provide "scissor" AutoMotion FLX-620 sun shade on the Operator side window. Material for the upper portion of the shade shall be "Sunscreen 260 - 5% Black" and the material for the lower "visor strip" portion of the screen shall be "Vinyl 900 Black". The height of the lower visor strip shall be between 6 and 7-3/4 inches, whichever is standard from the manufacturer. If the manufacture has no standard visor strip height, then use 7-3/4 inches.

A new switch iron holder and a new farebox mounting plate shall be installed.

4. Roller Curtain Destination Signs. BEC agrees to provide for the acquisition and installation of roller curtain style destination signs on the front and side of each of the 6 PCC Cars, in lieu of the previously specified Luminator LED displays, in return for an aggregate increase in the PCC Contract Price of $23,498.00. There shall be no schedule impacts associated with the acquisition and installation of roller curtain destination signs.

In connection with the provision of roller curtain destination signs, the parties agree that the following revisions shall be made to the terms of the PCC Contract:

TS Section 4.6.1, Destination Signs, is hereby revised as follows (underline signifies added text and strikethrough signifies deleted text):

The existing front roller curtain destination signs shall be removed and the existing front destination sign roller curtain boxes shall be discarded. ~~The center divider shall be removed and connection points finished in a manner approved by CRRMA.~~ A new CRRMA approved Transign model D3107-LED, or approved equal, motor-driven, LED-backlit, roller curtain type destination sign shall be added. The front destination sign center divider of the carbody shall remain in place. The Contractor shall utilize front destination sign carbody opening glazing installation methods, like bonding, to maximize the visible opening area. The Contractor shall work closely with the CRRMA to maximize the size of the new sign, and to provide the curtain colors, font colors, font type, and destination text as required by the CRRMA.

Any dash mounted run number sign shall be discarded and shall be replaced with the required new sign systems after being suitably modified to mount in the PCC car.

The side roller curtain destination signs shall be removed from the cars and discarded. A new CRRMA approved Transign model D8456-LED, or approved equal, motor-driven, LED-backlit, roller curtain type destination sign shall be added. The Contractor shall work closely with the CRRMA to maximize the size of the new sign, and to provide the curtain colors, font colors, font type, and destination text as required by the CRRMA.

~~Replacement destination signs shall be Luminator SMT signs, or approved equal. The front sign shall be 16 x 120 Gen 4 with 1,920 LEDs. The right side sign shall be 8 x 64 Horizon with 512 LEDs (there shall be no left side sign). The front sign shall fit the existing opening within the PCC. The side sign shall each fit a single side window opening. These signs, their controls and displays shall be ADA compliant. The Contractor may propose for CRRMA consideration larger signs if such will still effectively interface with the PCC car dimensional constraints.~~ See Sections 5.2.6, 5.3 and 5.3.33 for interior sign requirements.

5. Event Recorders. BEC agrees to provide the capabilities of an event recorder within the REI DVR System of each of the 6 PCC Cars, including all engineering, drafting,

quality and production labor, in return for an aggregate increase in the PCC Contract Price of $1,948.00. Each event recorder shall be wired to allow for the recording of vehicle speed plus an additional 8 inputs chosen by CRRMA from a list provided by BEC. There shall be no schedule impacts associated with the provision of event recorders.

In connection with the provision of event recorders, the parties agree that the following revisions shall be made to the terms of the PCC Contract:

TS Section 4.7.4, Digital Video Recorder, a new 7th paragraph is hereby added as follows (underline signifies added text and strikethrough signifies deleted text):

The DVR shall have the capability of providing event recording, and the Contractor shall provide the ability to download, view, save and print all event recording data, using the PTUs of TS Section 14.4.2. The following signals shall be recorded:

1. Vehicle speed
2. Slip slide
3. Track brakes
4. Zero speed bypass
5. Propulsion fault
6. APS fault
7. Dynamic brake bypass
8. Brake applied
9. Brake fault

6. Special Tools and Test Equipment. BEC agrees to provide the specified special tools and test equipment contained in the attached "Special Tools and Test Equipment Matrix, Revision 1" in return for an aggregate increase in the PCC Contract Price of $158,351.28. There shall be no schedule impacts associated with the provision of the newly specified special tools and test equipment. All special tools and test equipment shall be provided to the CRRMA at the El Paso Streetcar EMF in accordance with the provisions of CP5, Section 5.2.2, and the CRRMA approved project schedule. The attached "Special Tools and Test Equipment Matrix, Revision 1" hereby replaces the version of the matrix previously included as FORM III - SCHEDULE OF PRICES, SCHEDULE B - PART 2 SPECIAL TOOLS AND TEST EQUIPMENT of the Contract.

7. Increase in Total Contract Price; Payment for Amendment No. 2 Scope Changes. The total PCC Contract Price of $18,872,137.75 (following Amendment No. 1) shall be increased by $189,103.28 to a total of $19,061,241.03. 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. Payment of the total aggregate increase of $189,103.28 in the PCC Contract Price as a result of this Amendment No. 2 shall be payable as follows: 50% upon written evidence from BEC to CRRMA demonstrating that it has ordered all materials, tools and equipment related to the Amendment No. 2 scope changes, and the remaining 50% upon completion of all work related to this Amendment No. 2.

8. 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. 2 as of the day and year first written above.

Sworn to and Subscribed
before me this _____ day of _____,
2017

_____
Notary Public

My commission expires:_____

CAMINO REAL REGIONAL MOBILITY AUTHORITY

By:_____
Raymond L. Telles
Executive Director

Sworn to and Subscribed
before me this _____ day of _____,
2017

_____
Notary Public

My commission expires:_____

CONTRACTOR:

BROOKVILLE EQUIPMENT CORPORATION, a Pennsylvania corporation

By:_____
Name:_____
Title:_____

El Paso

SPECIAL TOOLS AND TEST EQUIPMENT

ITEM	QUANTITY	DESCRIPTION	Quoted UNIT PRICE	TOTAL PRICE	Updated UNIT PRICE	QTY	Total	Notes/Details
1 CARBODY								
1	0 sets	Jacking pad interface blocks required to interface with the COEP portable jacks	$563	$0	0.00	0	0.00	No longer required as the El Paso carbody is not designed to receive a lifting device
2 WHEELCHAIR LIFT								
1	0 each	If required, lifting tool for removal and replacement of lift system	$99	$0	0.00	0	0.00	No longer required as the wheelchair lift selected for El Paso is removed from the bottom and any shop jack will work
2	0 each	Any special tools or devices needed to install or adjust the lift system	$286	$0	197.52	1	197.52	• Bridge plate height adjustment gauge • Roll stop adjustment tool
3 PASSENGER DOORS								
1	0 set	Obstruction detection & recycle obstruction gauge	$352	$0	352.00	1	352.00	See attached tab 2 picture of obstruction detection & recycle obstruction Overall dimensions 9.563 x 2.125 x 0.750
2	0 set	Jigs/fixtures, tools, special gauges, templates, and inspection tools, as applicable to install and adjust blinker doors	$352	$0	0.00	0	0.00	No longer required blinker doors as not bi-fold door and all adjustments can be made with general mechanics tool set
3	0 set	Jigs/fixtures, tools, special gauges, templates, and inspection tools, as applicable to install and adjust bi-fold doors	$352	$0	0.00	0	0.00	No longer required blinker doors as not bi-fold door and all adjustments can be made with general mechanics tool set
4 HEATING, VENTILATING AND AIR CONDITIONING								
1	0 set	Special tools associated with HVAC evacuation and reclamation including leak detector, pressure gauge, thermometer, charging scale, evacuation pump and evacuation pump accessories, refrigerant reclamation system	$14,085	$0	7,723.20	1	7,723.20	• HVAC refrigerant recover, recycle, recharge system system with connecting hoses. • Slimeline Refrigerant scale • Electronic Leak Detector • Thermistor Vacuum gauge
2	0 each	Equipment and software required to allow COEP to interface, troubleshoot, download maintenance files, upload software and otherwise maintain all of the HVAC and heating systems on the car. May be included with the PTUs of Section 10.	$7,775	$0	0.00	0	0.00	Included in Section 10
3	0 each	Lifting jig that interfaces between the HVAC unit and the COEP overhead crane to remove and replace the HVAC roof unit	$8,394	$0	8,352.00	1	8,352.00	• Lifting Jig for use with overhead crain • Trolley Collapsible is a supporting devise for working on the bottom side of the unit. It will prevent the gasketing from being damaged.
5 GENERAL ELECTRICAL EQUIPMENT								
1	0 set	Battery water filling tools	Not Provided, Standard Tools	$0	0.00	0	0.00	No longer required as the batteries are sealed; not serviceable
2	0 each	Equipment and software required to allow COEP to interface, troubleshoot, download maintenance files, upload software and otherwise maintain all of the auxiliary electrical systems on the car. May be included with the PTUs of Section 10.	Included in Section 10	$0	0.00	0	0.00	Included in Section 10

6 PROPULSION SYSTEM AND CONTROL								
1	0 set	Traction motor special tools including coupler pullers, coupling fixtures for torquing nuts, etc.	Not Provided, Standard Tools.	$0	0.00	0	0.00	Not required
2	0 set	Gear unit special tools including pullers, alignment tools, grease measuring cup, dismantling plate assembly, backlash checking tool, etc.	Not Repairable by Customer	$0	0.00	0	0.00	Not Repairable by Customer
3	0 set	Fixtures to assemble gear unit	Not Repairable by Customer	$0	0.00	0	0.00	Not Repairable by Customer
4	0 set	Fixtures to assemble traction motor	Not required	$0	0.00	0	0.00	Not required
5	0 each	Equipment and software required to allow COEP to interface, troubleshoot, download maintenance files, upload software and otherwise maintain all of the propulsion and control systems on the car. May be included with the PTUs of Section 10.	Included in Section 10	$0	61,200.00	1	61,200.00	A test fixture for performing a low-power functional test on the equipment. The purpose of this would be to confirm that replaceable items (power modules, contactors, etc) are faulty before replacement. • Equipment to consist of 1kW variable DC supply up to 800V. • Light bulb or equivalent resistive load to simulate the motor field and armature and the brake resistors. • Test pcb with switches and means of generating CAN messages. • A hand-held programmer permanently attached to the test panel.
7 TRUCK ASSEMBLIES								
1	0 each	Wheel, flange and tread measuring device. Device shall be electronic and interface with its included computer application software to display and evaluate the wheel, flange and tread conditions of the wheels	$30,282	$0	38,682.56	1	38,682.56	• MEWG.DS32.L34 Miniature Electronic Wheel Measurement Gauge • Micro Ohm Meter With Kelvin Clips • PMC Digital back to back gage
8 FRICTION BRAKE								
1	0 each	All special tools, jigs, fixtures, measurement devises, etc. needed to remove, install, and adjust the brake system	$1,408	$0	0.00	0	0.00	No longer required, all adjustments can be made with general mechanics tool set
9 COMMUNICATIONS								
1	0 set	Equipment and software to allow COEP to view, edit, save and use video and audio data recorded by the communications system	$2,817	$0	800.00	1	800.00	REI-ARMOR VMS software

2	0 set	Equipment and software required to allow COEP to interface, troubleshoot, download maintenance files, upload software and otherwise maintain all of the communications systems on the car, including, but not limited to TOMAC, next stop, PA, CCTV and TWC systems. May be included with the PTUs of Section 10.	$53,521	$0	13,650.00	1	13,650.00	Vecom - Portable Test interrogator
10 GENERAL								
1	0 units	Portable Test Units (laptops), all necessary software and interface cables needed to diagnose and adjust all electronic controls (Section 14.4.2)	$5,070	$0	3,758.33	3	11,275.00	• APU diagnostic software • TECU-PC diagnostic software USB to serial cable • Thermoking service software • 3 Laptops 14" color screen, 500GB harddrive, 8GB RAM Laptop loaded with the following software • REI - Armor VMS software • ABB - APU diagnostic software • Thermoking service software • TMV -TECU-PC diagnostic software • ATS - Saminco flash software • Luminator - IPS Software • Trapeze (Next Stop, Tomac) - Transit Master 1 license provided. Per vendor recommendation
2	0 set	Bench Test Equipment (Section 14.4.3)	$21,127	$0	0.00	0	0.00	• None
3	0 set	Gauges and Special Tools (Section 14.4.4)	$15,135	$0	16,119.00	1	16,119.00	• Shunk Spanner Wrench KM11 gauge for checking and recording contact force
11 CONTINGENCY								
1		Part, Material, Tools, and Equipment Contingency - See Note 1		$0				
		Total	$161,618	$0			$158,351.28	Updated Total
Note 1: Any portion of the value included in Section 11, Contingency, may be used by CRRMA, at CRRMA's sole discretion, to procure any part, material, tool, equipment or other item that is included on the vehicle, or is used to support, test or maintain the vehicle. The ability to use this line item shall be available to CRRMA, at CRRMA's sole discretion, up to the end of the base warranty of the last vehicle.								
SUB-TOTAL SCHEDULE B - PART 2 SPECIAL TOOLS AND TEST $0 EQUIPMENT				$0				
TOTAL SCHEDULE B - SUM of PART 1 SPARE PARTS and PART 2 SPECIAL TOOLS AND TEST				$0				