

**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 via four separate contract amendments to address various issues, including the abatement of lead paint, change in the type of windows planned, correct errors identified in the Agreement, purchase of additional special tools and equipment and revision to various other contract items;

WHEREAS, the parties now desire to make additional changes to the Agreement in order to provide for the settlement of all liquidated damages arising from the Agreement and the parties desire to enter into a fifth amendment to the Agreement to incorporate 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. 05 to the Rail Vehicle Contract for Remanufacture of PCC Cars with Brookville Equipment Corporation, including any additional documents or materials as may be necessary, in order to provide for the settlement of all liquidated damages arising from the terms of the referenced Contract.

PASSED AND APPROVED THIS 12TH DAY OF JUNE 2019.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Joe R. Fernandez
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

AMENDMENT NO. 5
to
RAIL VEHICLE CONTRACT FOR REMANUFACTURE
OF PCC CARS

This Amendment No. 5 (the "Amendment") is entered into as of this _____ day of _____, 2019 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, in January 2017 by Amendment No. 2, in June 2018 by an Amendment No. 3, and in February 2019 by Amendment No. 4.

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. In January 2017, CRRMA and BEC entered into Amendment No. 2, which made certain additional changes to the scope of the PCC Contract, and provided 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. As a result of Amendment No. 2, the total PCC Contract Price increased to \$19,061,241.03.
- D. In June 2018, CRRMA and BEC entered into Amendment No. 3 to add to the list of special tools and equipment under the PCC Contract in return for additional compensation to BEC. As a result of Amendment No. 3, the total PCC Contract Price increased to \$19,291,195.74.
- E. In February 2019, CRRMA and BEC entered into Amendment No. 4 to make certain changes to the terms of the PCC Contract related to 1) additional Automatic Passenger Counters, 2) special tools and test equipment, and 3) truck frames and bolsters in return for additional compensation to BEC. As a result of Amendment No. 4, the total PCC Contract Price increased to \$19,307,500.74.

- F. CRRMA and BEC now desire to make certain changes to the terms of the PCC Contract in order to provide for the settlement of all Liquidated Damages payable by BEC to CRRMA.

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. Settlement of Liquidated Damages. CRRMA and BEC hereby agree that the total amount of Liquidated Damages currently payable by BEC to CRRMA under the terms of the PCC Contract is \$902,200.00. Payment of such amount shall be made through the provision by BEC to CRRMA of certain goods and services valued by the parties at \$903,477.07, including certain field modifications, extended on-site support, additional warranties and parts, as more particularly described in Attachment 1 to this Amendment No. 5.

3. 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 5 as of the day and year first written above.

Sworn to and Subscribed
before me this _____ day of _____,
2019

**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 _____,
2019

CONTRACTOR:
**BROOKVILLE EQUIPMENT CORPORATION, a
Pennsylvania corporation**

Notary Public

By: _____
Name: _____
Title: _____

My commission expires: _____

Amendment #5 - Exhibit A

Description	Quantity	Unit	Price	Price Extension	Additional Comments
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Contract Credit Adjustment

Auxiliary Power Supply (APS) Testing	1	Lump Sum	5000	\$ 5,000.00	Credit item for not performing APS Testing in accordance with the original contract documents
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Additional Goods and Services to be Provided

<p>Five Engineering/Field Modifications, Includes engineering, field work, update as-built drawings, maintenance and parts catalogs:</p> <ul style="list-style-type: none"> • Cab Sonalert volume reduction • High-beam LED brightness reduction • Protect windshield wiper switch • Future Update to destination sign roller curtains • Add manual odometer 	1	Lump Sum	24500	\$ 24,500.00	This includes the engineering activity, the field work to apply the changes, and the effort needed to update as-built drawings, maintenance manuals and parts catalogs.
<p>Extended on-site support: regarding CP 6.5 and 14.1. The current contract end date is 3/21/2021 (which is 30 days beyond the expiration of the 2-year base warranty period for the last PCC, which is 2/21/2021). The extension extends the on-site support to 6/21/2021.</p>	1	Lump Sum	157688	\$ 157,688.00	Brookville proposes a 90-day extension to 6/21/21
<p>One Year additional warranty for the following components including spares:</p> <ul style="list-style-type: none"> • APS (All 7 units) (ABB) • Friction Brakes - 28 motors (Swiger Coil) • Traction Motors (All 28 motors) (Swiger Coil) • Gear Units - 28 wheel sets/gear units (Penn Machine) • HVAC - 7 units (Thermo King) • Pantograph 7 units (Schunk) • ATS Propulsion Drive 14 Units (ATS) • TMV TECU 7 units (TMV) • Blower motors - 24 units (Cincinnati Fan) • Foot pedal assembly - 7 units (Alfa Union) • Track brake - 30 units (Alfa Union) • DVR system - All units includes DVR, cameras, monitors (Radio Engineering Inc) • Wheelchair lift - 7 units (Ricon) • Door Operators - 21 units (Vapor) • Operator Seat - 7 units (USSC Group) 	1	Lump Sum	412670	\$ 412,670.00	The warranty on the above noted systems will expire 3 years after Conditional Acceptance of the vehicle, which ranges from 10/11/2021 to 2/21/2022. Spare components items not on the car) will expire 2/21/2022. Note that during the extended warranty period, when a warranted component requires replacement during the time a BEC technician is on-site, BEC will handle the replacement in its entirety. After BEC's on-site support ends (6/21/2021), subsequent component replacement labor effort will be handled by Sun Metro personnel. The extended warranty for the spare components (items not on a car) is for parts only, no replacement labor.

Amendment #5 - Exhibit A

QTY	ITEMS: 2-YEAR OPERATIONAL SPARES	MFG	MFG P/N	BEC P/N	PRICE EXTENSION
	Wheelchair Lift				
1	Wheelchair Pendant and Cable	Ricon	44870	13-22181	\$ 265.86
	Operator's Cab				
6	Toggle Switch Extensions, 1 car set	Elliott Electronic Supply	81273-BK	13-22120	\$ 15.65
1	sun visors complete ready to install (1 set)	Auto Motion	FLX-620-2900-3000-5260-20, AMS-505-2500-2400-900-920	13-22368 (3), 13-22369 (1)	\$ 352.00
1	Cab heater	Thermon Heating Systems	RCH51449-01	TMM0508	\$ 2,875.00
1	Windshield wiper motor	B&C Truck Electric	CD4.24D.L080	13-22156	\$ 108.61
	Sub-system Total				\$ 3,351.26
	Passenger Doors				
12	Door Sweep, 12 sets	Sealeze	D480T304L209BL	13-19383	\$ 4,692.56
3	Door Sensitive Edge Nosing, 3 car sets	Vapor Stone	5472204799	08-20000	\$ 3,274.68
1	Emergency Stop button	Schaedler Yesco	800T-FX6B	10-21812	\$ 207.45
6	Emergency Stop button breakable cover, qty 6	Ishman Plastic	10-2584	10-2584	\$ 135.72
1	Door warning buzzer	Allied Electronics	70186703	10-99701	\$ 29.85
1	Sensitive Edge Bell	Tecumseh Signals	MS247-30-24DC	10-21214	\$ 210.25
	Sub-system Total				\$ 8,550.51
	HVAC				
2	Controllers	Thermo King	452436	13-22172	\$ 14,615.00
2	Compressors	Thermo King	1020727	13-22173	\$ 11,269.32
2	Evaporator motor	Thermo King	1040710	13-22174	\$ 5,687.00
4	Condenser motor	Thermo King	1040709	13-22175	\$ 8,368.00
1	LPS	Thermo King	444258	13-22176	\$ 164.00
1	HPS	Thermo King	413364	13-22177	\$ 199.35
1	MPS	Thermo King	412588	13-22178	\$ 208.00
2	Solenoid assembly	Thermo King	610877	13-22179	\$ 832.00
	Sub-system Total				\$ 41,342.67
	Lighting				
1	Interior Lighting Install, 1 car set (bulbs and fixtures)	BEC		TEU0470	\$ 15,257.28
1	Exterior Lighting Install, 1 car set (bulbs and fixtures)	BEC		TEU0454	\$ 5,013.96
	Sub-system Total				\$ 20,271.24
	Aux Electrical Equipment				
8	Pantograph shoe carbon insert sets, 2 sets	Schunk	10341240	10-21941-04	\$ 2,978.08
4	Pantograph shear pin replacement kit, 2 sets	Schunk	10758954	10-21941-05	\$ 97.00
1	Circuit breakers 100 amps	Scott Electric	5SP4191-7	10-99684	\$ 110.07
1	Circuit breakers 63 amps	Scott Electric	5SY4163-7	10-99679	\$ 51.55
1	Circuit breakers 50 amps	Scott Electric	5SY4150-7	10-110367	\$ 45.80
1	Circuit breakers 40 amps	Scott Electric	5SY4140-7	10-20050	\$ 37.00
1	Circuit breakers 20 amps	Scott Electric	5SY61207	10-99685	\$ 29.00
1	Circuit breakers 15 amps	Scott Electric	5SY4118-7	10-99683	\$ 34.00
1	Circuit breakers 10 amps	Scott Electric	5SY4110-7	10-99672	\$ 29.00
2	Circuit fuse Main 500 amps	Grant Electrical Controls	A150X500-4	10-24131	\$ 1,065.00
1	Battery Fuse 300A	Grant Electrical Controls	A150X300-4	10-24130	\$ 568.00
1	Converter fuse 125A	Schaedler Yesco	A150X125-4	10-22066	\$ 480.68
	Sub-system Total				\$ 5,525.18

Amendment #5 - Exhibit A

QTY	ITEMS: 2-YEAR OPERATIONAL SPARES	MFG	MFG P/N	BEC P/N	PRICE EXTENSION
	Propulsion				
48	Propulsion intake filters	Parker	054862-025	07-20798	\$ 325.44
1	PCC GEN II POWER MODULE	American Traction Systems	A300121	50-70323	\$ 11,158.00
1	PCC GEN II INPUT/DB MODULE	American Traction Systems	A300123	50-70324	\$ 10,876.00
1	PCC GEN II STACK FANS	American Traction Systems	A300124	50-70325	\$ 272.00
2	PCC GEN II CONTROL MODULE	American Traction Systems	A300125	50-70326	\$ 14,860.00
1	FUSE 250A 700V	American Traction Systems	K9009-054	50-70328	\$ 2,380.00
1	Dynamic Brake Resistor Assembly, complete	BEC		100000158	\$ 20,513.00
	Sub-system Total				\$ 60,384.44
	Trucks				
48	Traction motor brushes, 12 car sets	Swiger Coil	61036630	13-22180	\$ 4,270.96
48	Axle grounding brushes, 12 car sets	BEC		TMM0445	\$ 5,827.00
1	Sander valve	Faively	209-002	07-20127	\$ 168.00
1	Sander air compressor	Q Comp	CPE053	13-22155	\$ 2,455.00
100	Sander hose	BDI	19B X 1"	13-21179	\$ 30.00
12	Sander hose outlet	Hadady Corp	14822	07-40758	\$ 102.79
5	Single-ended traction motor cable	Pittsburgh Wire & Cable	5XLPO-0101-2-200	10-24173	\$ 2,280.00
5	Double-ended traction motor cable	Pittsburgh Wire & Cable	5XLPO-0101-2-100	10-10404	\$ 3,912.00
	Sub-system Total				\$ 19,045.75
	Brakes				
6	Friction Brake Assembly, 6 car sets (drums, shoes, linings)	BEC		TMM0418	\$ 84,011.60
6	Brake Refurbishment - Materials (6 car sets)	BEC		TMM0418	\$ 12,461.90
6	Brake Refurbishment - Labor (6 car sets)	BEC		TMM0418	\$ 4,122.14
2	Brake actuator	Alpha Union	437100369	50-80076	\$ 10,208.00
2	Speed sensors	Peaker Services	M102	10-10991	\$ 504.00
	Sub-system Total				\$ 111,307.64
	Communications				
1	Radio Handset	Trapeze Software	25T0128-104	10-21960	\$ 340.85
	Interior and Exterior				
48	Wiper blades, 24 car sets	B&C Truck Electric	66518SSM-M1	13-22158	\$ 960.00
2	Wiper motor arms, 1 car set	B&C Truck Electric	PA25017001	13-22157	\$ 124.00
Set	Mirror Exterior, 1 car set (mirrors and adjustable arms)	Grote	12073, 10025	TMU0294	\$ 160.20
1	Mirror Interior round (rear door location)	Rosco	362R+362R/SM	TMU0272	\$ 96.60
1	Mirror Interior rectangular (front of car)	Sure Plus	SUR302	13-19387	\$ 83.60
1	Labels and decals, 1 car set	BEC		TGP0025	\$ 1,328.85
10	Windows passengers, 10 each	Beclawat Mfg	73052	06-10813	\$ 14,673.00
1	Windows operators sliding	Beclawat Mfg	73051	06-10814	\$ 3,987.25
1	Window rear emergency	Beclawat Mfg	72976	06-10815	\$ 957.60
1	Passenger Stop Request - 1 car set of 3 lighted signs	Trapeze Software	45T0115-001, 45T0115-008, 45T0115-020	10-21962, 10-21962-1, 10-21962-2	\$ 6,888.57
	Sub-system Total				\$ 29,259.67
	Miscellaneous				
1	Horn	Allied Electronics	EHV-M1TG, 70528240	13-22136	\$ 637.00
1	Bell	CED / Mosbach Electric	A10	50-73554	\$ 183.00
2	Lock square key assembly	Southco	E3-1211-030	13-22124	\$ 217.50
2	Lock passengers window / pendant door round key assembly	Fried Brothers Inc	C4152	10-99943	\$ 72.50
1	Life guard gate assembly	Gales Creek	PC71212-MW8, BPC071210	6-10154-4	\$ 2,864.00
	Sub-system Total				\$ 3,974.00
	TOTAL 2-YR OPERATIONAL SPARES				\$ 303,619.07
	Grand Total				\$ 903,477.07