

**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; and

**WHEREAS**, the parties previously amended the Agreement via five 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, revision to other contract items and resolution of liquidated damages; and

**WHEREAS**, the parties now desire to further amend the Agreement in order to provide for training requested by the City of El Paso for certain re-railing equipment and the parties therefore desire to enter into a sixth amendment to incorporate such training into the Agreement.

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

**THAT** the Executive Director is hereby authorized to execute Amendment No. 6 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 additional training related to PCC re-rail equipment.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF JULY 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. 6**  
**to**  
**RAIL VEHICLE CONTRACT FOR REMANUFACTURE**  
**OF PCC CARS**

This Amendment No. 6 (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, in February 2019 by Amendment No. 4 and in June 2019 by Amendment No. 5.

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. In June 2019, CRRMA and BEC entered into Amendment No. 5 making 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.
- G. CRRMA and BEC now desire to make certain changes to the terms of the PCC Contract in order to permit BEC to provide training to the City of El Paso on the operations and safety of re-railing equipment in return for additional compensation to BEC as provided herein. As a result of this Amendment No. 6, the total PCC Contract Price will increase to \$19,312,389.74.

### 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. Training on Operation and Safety of Re-Railing Equipment. CRRMA and BEC hereby agree that BEC will handle the administrative aspects and provide training to the City of El Paso personnel for the use of certain re-rail equipment being provided by BEC, as more particularly described in Attachment 1 to this Amendment No. 6.

3. Increase in Total Contract Price. The total PCC Contract Price of \$19,307,500.74 shall be increased by \$4,889.00 to a total amount of \$19,312,389.74, as more fully enumerated within Attachment 1 to this Amendment No. 6.

4. 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. 6 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: \_\_\_\_\_

**ATTACHMENT NO. 1**  
**PCC CONTRACT AMENDMENT NO. 6**

As part of Amendment No. 3 to the PCC Contract, BEC procured and furnished certain re-railing equipment from Railquip. After the equipment arrived on-site, the City of El Paso's Mass Transit Department (Sun Metro) requested a training session for use of such equipment. BEC was asked to manage the training effort in conjunction with other required training sessions.

As part of such training request, BEC will work with Railquip to tailor their standard training presentation to specifically focus on the El Paso PCC streetcar by providing photos of the re-rail equipment in use at the BEC facilities. BEC will also coordinate the class schedule with Railquip's trainer and help to facilitate the class on-site at Sun Metro's facility.

Costs associated with these services shall not exceed:

Training for Sun Metro by Railquip, Inc.	\$4,100.00
<u>BEC facilitation, support and overhead</u>	<u>\$ 789.00</u>
<b>Total</b>	<b>\$4,889.00</b>



RAILQUIP, INC.  
3731 Northcrest Road – Suite 6  
Atlanta, GA 30340 USA

Tel: (770) 458-4157  
(800) 325-0296  
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E-mail: [sales@railquip.com](mailto:sales@railquip.com)  
Website: [www.railquip.com](http://www.railquip.com)

SUN METRO RERAILING TRAINING

Operations to include:  
 -Rerailing operation and safety  
 -Rerailing equipment operational training on El Paso PCC car on track.  
 -Operation in Sun Metro PCC yard  
 -Classroom informational section  
 -Overall use of equipment

Item	Description	Total
1	Training for Sun Metro/ El Paso	\$ 4,100.00
	TOTAL AMOUNT:	\$ 4,100.00

Thank you,  
  
 Louie Schroeder  
  
 President

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 Fax: (770) 458-5365 \* E-mail: [sales@railquip.com](mailto:sales@railquip.com) \* Website: [www.railquip.com](http://www.railquip.com)

[END OF ATTACHMENT]