SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

AGENDA

REGULAR MEETING

To Be Held at 3:00 PM

MARCH 24, 2016

1234 Market Street, Mezzanine Level

Philadelphia, PA

1. Approval of Minutes of the Regular & Annual and Special Meetings of February 25, 2016

2. Financial Report

3. Resolutions

I. Administration Committee Review

A. Request for Proposals

B. Consultant Contract Amendments

II. Operations Committee Review

A. Items for Consideration

1. First Amendment to the Lease Agreement Between SEPTA and the Rothman Institute of an Additional 6,134 Rentable Square Feet on the 3rd Floor of 1234 Market Street

2. Grant by SEPTA to Villanova University of a Perpetual Easement for a Pedestrian Bridge Connection at the NHSL Chapel Avenue Station in Radnor Township, Delaware County

3. Tunnel Agreement, Concourse Realignment Agreement, Indemnity Agreement and First Amendment to the Amended and Restated Easement Agreement Between SEPTA and Various Entities

4. Lease Agreement by SEPTA to Quakertown Borough for Use of the Quakertown Freight House and a Portion of Surrounding Property on the Inactive Bethlehem Branch
Agenda
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5. Cooperation Agreement By and Between SEPTA and PennDOT Which Will Govern Those Highway Projects that Affect the Two Parties

B. Various Procurements
C. Sole Source Procurements
D. Change Order

4. Report of General Manager
RESOLUTION
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AWARD OF A CONSULTING SERVICES CONTRACT
PURSUANT TO REQUEST FOR PROPOSALS

WHEREAS, SEPTA, which has need for the consulting services as described below, advertised and solicited proposals from firms wishing to propose; and

WHEREAS, SEPTA staff requested that the General Manager recommend that the Board authorize SEPTA to award a contract to the firm identified below because the firm was the successful proposer in the area for which the request for proposals was issued; and

WHEREAS, the General Manager recommended that the Board authorize SEPTA to award the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to award and the General Manager or his designee to execute the following consultant contract in form approved by the Office of General Counsel, subject to the concurrence of the funding agencies, if required, and contingent upon and subject to the proposer satisfactorily meeting all
requirements of the terms and conditions of the relevant request for proposals, including the provision of any required insurance certificates and full compliance with any applicable Disadvantaged Business Enterprise requirements:

1. To Jacobs Project Management Company, for a total contract amount not to exceed $8,000,000; to Michael Baker, Inc., for a total contract amount not to exceed $8,000,000; to WSP/Parsons Brinkerhoff, Inc., for a total contract amount not to exceed $8,000,000; and to Urban Engineers, Inc., for a total contract amount not to exceed $8,000,000, for the provision of GEC construction management services, including, but not limited to the development of inspection service work plan, inspection of work, management of contractor coordination meetings, management of progress meetings, submittal of contractor performance reports, verification of contractor quality control, tracking and monitoring of contractor submittals and monitoring of contractors' safety program and site safety, with services to be performed on an "as required" basis over a period of three years scheduled to commence in April 2016, as described in the staff summary on this subject, Request for Proposals No. 15-00140-AAGO - GEC - Construction Management Services.

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RESOLUTION

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AUTHORIZATION TO EXECUTE CONSULTANT CONTRACT AMENDMENTS

WHEREAS, additional work is required to complete the projects identified below; and

WHEREAS, staff reviewed the additional work and the General Manager recommended that the Board authorize SEPTA to enter into the amendments for the additional work.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to award and the General Manager or his designee to execute the consultant contract amendments identified below in form approved by the Office of General Counsel, subject to the concurrence of the funding agencies, if required, and to any applicable Disadvantaged Business Enterprise requirements:

1. To Delaware Valley Regional Planning Commission (DVRPC), for Amendment No. 2, which provides for a 17-month no-cost time extension for the Travel Demand Modeling contract to support the planning efforts for the rail extension of the
Norristown High Speed Line (NHSL) to King of Prussia, made retroactive to December 31, 2015 and thereby establishing a new contract completion date of June 30, 2017, with the total contract price, including all amendments to date, remaining at an amount not to exceed $361,981.

2. To AECOM, for Amendment No. 2, which provides for a 17-month time extension for the Norristown High Speed Line (NHSL) Extension Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) contract, made retroactive to December 31, 2015 and hereby establishing a new contract completion date of June 30, 2017, at an increase in cost not to exceed $1,677,933, bringing the total contract price, including all amendments to date, to an amount not to exceed $5,074,537.
RESOLUTION  

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FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN  
SEPTA AND THE ROTHMAN INSTITUTE  
OF AN ADDITIONAL 6,134 RENTABLE SQUARE FEET ON THE 3RD FLOOR  
OF 1234 MARKET STREET  

WHEREAS, on October 22, 2015, the Board authorized SEPTA to enter into a lease agreement ("Lease") with the Rothman Institute ("Rothman"), which specializes in orthopedic care, for approximately 10,592 rentable square feet of space on the 3rd floor of 1234 Market Street, to be used exclusively for a combination of administrative offices and call center for insurance billing; and  

WHEREAS, the Flynn Company, SEPTA's contracted leasing broker for the 1234 Market Street Headquarters Building, has negotiated a proposed first amendment to the Lease ("First Amendment") with Rothman for an additional 6,134 rentable square feet of contiguous office space on the 3rd floor of 1234 Market Street ("Demised Premises"); and  

WHEREAS, the base term of the proposed First Amendment is nine years and seven months (or 115 months), to be coterminous with the original Lease term commencing upon SEPTA's fit-out of
the space or July 1, 2016, whichever occurs later, along with a five-year renewal option at a rental rate equal to 100% of the then current fair market value (FMV); and

WHEREAS, the annual base rental for the Demised Premises will be $131,881 (or $21.50 per square foot) plus electric, with four months of free rent (to compensate Rothman for taking more space sooner than needed), and annual increases thereafter of $3,067 (or $.50 per square foot) effective after the 20th month of the term and each succeeding year, resulting in rental revenues over the full term of the First Amendment totaling $1,330,311.25 in gross income ($482,032.17 net income); and

WHEREAS, said rental amount includes operating expenses and real estate taxes projected at $9.18 per square foot (or $56,310.12) for 2016, with Rothman being responsible for all increases over the 2016 base year, as well as monthly electric consumption estimated at $1.50 per square foot (or $9,201 annually); and

WHEREAS, Rothman will also receive a tenant improvement (TI) construction allowance of $38.50 per square foot as part of their base rent; and

WHEREAS, pursuant to SEPTA’s broker-management contract with The Flynn Company, the proposed First Amendment will call for a 4% commission payment of $53,212.45 to be paid to
Rothman's exclusive real estate broker, Markeim Chalmers, Inc., and a 2% commission of $26,606.23 will be paid to the Flynn Company; and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to enter into the proposed First Amendment with Rothman for the Demised Premises in 1234 Market Street under the terms set forth above and more fully described in the pertinent staff summary; and

WHEREAS, the General Manager made the recommendation to the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to enter into the proposed First Amendment to the Lease Agreement with the Rothman Institute, for the Demised Premises, under the terms that are set forth within the pertinent staff summary.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee to execute all documents, in form approved by the Office of General Counsel, and to do any and all other things as shall be necessary and proper in order to effectuate the purpose of this Resolution.
WHEREAS, on February 25, 2016, in conjunction with Villanova’s planned construction of a new ADA accessible bridge ("Bridge") over Lancaster Avenue which will connect to SEPTA’s Norristown High Speed Line (NHSL) existing pedestrian overpass at Chapel Station, the Board authorized that SEPTA grant to Villanova a temporary construction easement consisting of approximately 266 square feet of SEPTA-owned property; and

WHEREAS, the said temporary construction easement was requested for a period of one year to provide access, construction, installation and reconstruction related to the placement of a 20 linear foot portion of SEPTA’s existing pedestrian overpass; and

WHEREAS, Villanova has now requested that SEPTA grant to Villanova a non-exclusive perpetual easement for the portion of the Bridge located within the NHSL right-of-way, to install a
horizontal beam that will span the new Bridge from Villanova’s column to the existing SEPTA column at the base of the SEPTA pedestrian overpass; and

WHEREAS, Villanova will have the right, at its sole cost and expense, to construct, install, maintain, repair, alter, renew and remove the Bridge, and the proposed easement will encumber only the physical space and dimensions actually required and used for the Bridge, including the vertical air space directly below/above the horizontal beam, as well as 5.74 feet on one side of the Bridge and 12.30 feet on the other side of the Bridge, for future maintenance; and

WHEREAS, in addition to the foregoing, Villanova’s right to construct and connect the new 20 foot section of SEPTA’s pedestrian overpass into the existing infrastructure is subject to SEPTA’s prior written discretionary approval (as to the means, methodology, materials and location), and Villanova’s contractor having first entered into a right-of-entry permit with SEPTA; and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to grant to Villanova the non-exclusive perpetual easement to connect SEPTA’s pedestrian
overpass/bridge into the existing infrastructure, for nominal consideration, under such terms and conditions set forth above and more fully described in the pertinent staff summary; and

WHEREAS, the General Manager made the recommendation to the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to grant to Villanova University the proposed non-exclusive perpetual easement, under the terms and conditions set forth within the pertinent staff summary.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee to execute all documents, in form approved by the Office of General Counsel, and to do any and all other things as shall be deemed necessary and proper in order to effectuate the purpose of this Resolution.
RESOLUTION

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TUNNEL AGREEMENT, CONCOURSE REALIGNMENT AGREEMENT, INDEMNITY AGREEMENT AND FIRST AMENDMENT TO THE AMENDED AND RESTATED EASEMENT AGREEMENT BETWEEN SEPTA AND VARIOUS ENTITIES

WHEREAS, on July 26, 2001 the Board adopted a resolution which authorized SEPTA to enter into agreements with Liberty Property Philadelphia Limited Partnership IV East ("Liberty East") and Liberty Property Philadelphia Limited Partnership IV West ("Liberty West"), which created various easements associated with, and governed issues that would arise during the construction of the proposed Comcast Center, and the connection of the concourses of SEPTA's Suburban Station ("Concourse") and the proposed Comcast Center; and

WHEREAS, on March 22, 2007 the Board authorized SEPTA to enter into an amended and restated easement agreement ("2007 Easement Agreement") with Liberty/Commerz 1701 JFK Boulevard L.P. ("Liberty/Commerz") which was formerly Liberty East, Liberty West and PIDC/Development Management Corporation ("PIDC"), which created new easements and revised some of the
existing easements due to the design changes of Comcast Center and its concourse; and

WHEREAS, Comcast Corporation ("Comcast") is the successor to Liberty West, and Liberty/Comcast 1701 JFK Boulevard L.P. ("Liberty/Comcast") is the successor to Liberty/Commerz; and

WHEREAS, Liberty Property 18th and Arch, L.P. ("Liberty") owns the office unit (of 1800 Arch Street Condominium) located at 1800 Arch Street, Philadelphia; and

WHEREAS, Liberty and its affiliates currently intend to develop a mixed use office, hotel and retail complex on the Liberty property (at 1800 Arch Street) including a high rise building, public rest room and new pedestrian tunnel; and

WHEREAS, when the pedestrian tunnel is constructed under 18th Street and the former bed of Cuthbert Street, a portion of the pedestrian tunnel will be located directly over SEPTA’s Center City Commuter Tunnel ("Tunnel"); and

WHEREAS, Comcast, Liberty/Comcast and PIDC, collectively, the Comcast Center Entities ("CCE"), Liberty and SEPTA have negotiated four separate agreements which will (i) protect the Tunnel before/after construction of the pedestrian tunnel, and (ii) provide Liberty/Comcast and PIDC with an access easement to the Concourse and the Comcast Center through a portion of
SEPTA's property, while assuring that SEPTA's emergency generator is operational and accessible to SEPTA personnel at all times; and

WHEREAS, the terms of the four agreements accomplishing the forgoing purposes are summarized as follows:

1. **Tunnel Agreement.** Liberty will (i) grant SEPTA approval rights with respect to the construction plans for the pedestrian tunnel; (ii) reimburse SEPTA up to $16,000 for on-site inspection costs incurred during construction; (iii) indemnify SEPTA for any damages caused to the Tunnel during the construction and after the pedestrian tunnel is completed; and (iv) maintain adequate liability insurance.

2. **Indemnity Agreement.** Liberty will indemnify SEPTA against any damage that may occur to the Tunnel after the pedestrian tunnel is completed for reasons attributable to Liberty's negligence, which shall be recorded.

3. **Concourse Realignment Agreement.** At such time that all conditions for construction of the pedestrian tunnel are in place, SEPTA will grant CCE a permanent and exclusive access easement ("Access Easement") through its transformer room in consideration for the appraised fair
market value (FMV) of $41,600, and Liberty (and/or its affiliates) will pay for all transfer taxes assessed on the granting of the Access Easement.

4. First Amendment to the 2007 Easement Agreement. SEPTA will grant the Access Easement to CCE by amending the existing 2007 Easement Agreement, which already contains standards for any construction in the Concourse, and CCE will in turn be responsible for maintaining and securing the area within the Access Easement.

WHEREAS, in addition to the foregoing, CCE will relocate SEPTA's emergency generator, at its sole expense, into another section of the transformer room (as well as provide for a temporary generator while said relocation takes place), and grant SEPTA an easement which will enable SEPTA personnel to have access to the generator directly from the corridor in the Concourse; and

WHEREAS, SEPTA, if required, will obtain concurrence of the Federal Transit Administration (FTA); and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to enter into the proposed Tunnel Agreement, Indemnity Agreement, Concourse Realignment Agreement and First Amendment to the 2007 Easement Agreement with CCE and
Liberty as set forth above and more fully described in the pertinent staff summary; and

WHEREAS, the General Manager made the recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to enter into the proposed Tunnel Agreement, Indemnity Agreement, Concourse Realignment Agreement and First Amendment to Amended and Restated Easement Agreement with Comcast Center Entities and Liberty Property 18th and Arch, L.P. as set forth above and within the pertinent staff summary.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee to execute all documents, in form approved by the Office of General Counsel, and to do any and all other things as shall be deemed necessary and proper in order to effectuate the purpose of this Resolution.
RESOLUTION

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LEASE AGREEMENT BY SEPTA TO
QUAKERTOWN BOROUGH FOR USE OF THE QUAKERTOWN FREIGHT HOUSE
AND A PORTION OF SURROUNDING PROPERTY
ON THE INACTIVE BETHLEHEM BRANCH

WHEREAS, SEPTA's Quakertown freight house building
("Freight House") located along the inactive Bethlehem Branch in
Richland Township, Bucks County, which was constructed in the
late 1800's and is within the Quakertown Historic District which
is listed in the National Register of Historic Places, is
currently in a state of disrepair; and

WHEREAS, Quakertown Borough ("Borough") has been in
discussions with SEPTA with respect to entering into a lease
agreement ("Lease") for the renewal, redevelopment and use of
the Freight House, as well as a portion of SEPTA's surrounding
property (collectively, "Demised Premises"), and in turn intends
to enter into a sublease agreement with a developer; and

WHEREAS, the Borough has proposed an initial base term for
the Lease of ten years, along with five 5-year renewal options; and

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WHEREAS, the Freight House will be leased in "as is" condition, with the Borough agreeing to invest approximately $300,000 in capital contributions to pave portions of the parking lot(s) and bringing electric, water and sewer utilities to the property, and the developer being required to invest approximately $1.5 million for repairs and improvements in the Freight House; and

WHEREAS, SEPTA conducted an independent fair market value (FMV) appraisal for the Demised Premises containing 67,953 square feet, resulting in an FMV of $9,900 annually, which the parties later mutually agreed to a reduced leasehold parcel of approximately 59,321 square feet and an adjusted annual rental of $8,400; and

WHEREAS, SEPTA will receive minimum rental proceeds of $78,234.51 over the entire base term of the Lease, and maximum proceeds of $495,859.17 should the Borough exercise all five renewal options; and

WHEREAS, SEPTA and the Borough have also agreed to a rental abatement period for the first two years of the Lease, with rental for years three through five being fixed at $8,592 annually (or $716 monthly), and rent escalations thereafter of
15% in year six and 3% annually for each of the remaining years under the base term of the Lease and any option periods; and

WHEREAS, the parties have further agreed that in the event there is a six-month vacancy in the occupancy of the Demised Premises upon conclusion of year five, then the Borough may terminate the Lease upon six months' prior notice to SEPTA;

WHEREAS, Borough will be responsible for all maintenance and repairs to the Demised Premises, including ice and snow removal; and

WHEREAS, if required, staff will also obtain concurrence of the Federal Transit Administrative (FTA); and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to enter into the proposed Lease with the Borough for use of the Freight House and surrounding property under the terms and conditions set forth above and more fully described in the pertinent staff summary; and

WHEREAS, the General Manager mad the recommendation to the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to enter into the proposed lease agreement by and between SEPTA and Quakertown Borough, with respect to the
occupancy and use of the Demised Premises, under the terms and conditions that are set forth within the pertinent staff summary.

FURTHER RESOLVE, that the Board hereby authorizes the General Manager or his designee to execute all documents, in form approved by the Office of General Counsel, and to do any and all other things as shall be deemed necessary and proper in order to effectuate the purpose of this Resolution.
RESOLUTION

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COOPERATION AGREEMENT BY AND BETWEEN
SEPTA AND PENNDOT WHICH WILL GOVERN THOSE
HIGHWAY PROJECTS THAT AFFECT THE TWO PARTIES

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"), is regularly engaged in maintenance, repair, reconstruction, and replacement projects that affect SEPTA's rail facilities and appurtenances that require SEPTA to provide PennDOT with engineering and/or construction support services; and

WHEREAS, a cooperation agreement is a written understanding between SEPTA and PennDOT which defines terms, cost allocations, and other issues as to those highway projects that affect the two parties; and

WHEREAS, on May 22, 1978 SEPTA and PennDOT entered into their first cooperation agreement; and

WHEREAS, on March 6, 1997 SEPTA and PennDOT entered into their second cooperation agreement; and
WHEREAS, on August 30, 2005 SEPTA and PennDOT entered into their third cooperation agreement, which expired on August 30, 2015; and

WHEREAS, the parties have been in negotiations with each other for several months to finalize the terms of a proposed fourth cooperation agreement ("Cooperation Agreement"); and

WHEREAS, under the proposed Cooperation Agreement the parties define terms and establish cost allocations, clearances, right-of-entry procedures, minimum insurance requirements, reimbursement procedures, a dispute resolution process and other matters; and

WHEREAS, just as under the earlier cooperation agreements, the proposed Cooperation Agreement requires that whenever SEPTA or PennDOT plan to carry out a project which would affect the other's facilities, the parties must enter into a Project Agreement (defined in the proposed Cooperation Agreement) for the specific project using the Cooperation Agreement as the basis of the Project Agreement; and

WHEREAS, the implementation of the proposed Cooperation Agreement would avoid time-consuming negotiations between SEPTA and PennDOT for each Project Agreement and would give SEPTA and
PennDOT consistency and certainty about the allocation of costs on projects that affect both; and

WHEREAS, the Cooperation Agreement has an initial base term of five years, and allows for automatic renewals of five consecutive one-year option terms unless either party gives to the other 90 days' written notice not to exercise a renewal term; and

WHEREAS, the staff requested that the General Manager recommend that SEPTA enter into the proposed fourth Cooperation Agreement under such terms and conditions set forth above and more fully described in the pertinent staff summary; and

WHEREAS, the General Manager made the recommendation to the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to enter into the fourth Cooperation Agreement with the Commonwealth of Pennsylvania, Department of Transportation, under such terms and conditions as set forth within the pertinent staff summary.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee to execute and deliver all documents, in form approved by the Office of General Counsel,
and to do any and all other things as shall be necessary and proper to effectuate this Resolution.
RESOLUTION

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AUTHORIZATION TO AWARD CONTRACTS FOR VARIOUS PROCUREMENTS

WHEREAS, SEPTA advertised and invited bids for the supplies identified below; and

WHEREAS, the firms listed below were the lowest responsive and responsible bidders to the invitation for bids; and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to award the contracts identified below; and

WHEREAS, the General Manager made the recommendation to the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to award and for the General Manager or his designee to execute the contracts identified below in form approved by the Office of General Counsel, subject to and contingent upon the concurrence of the funding agencies, if required, and contingent upon and subject to the vendors satisfactorily meeting all requirements of the bid terms and
specifications, including full compliance with any applicable Disadvantaged Business Enterprise requirements:

1. To Progress Rail Services Corporation, for Items Nos. 1-5, for the purchase of specialty rail components to be used in renewal projects between West Interlocking and Arsenal Interlocking on SEPTA’s Regional Rail Lines, with delivery of material scheduled to commence 32 weeks after issuance of purchase order, as described in the staff summary on this subject, for a total contract amount not to exceed $1,291,775, Sealed Bid No. 15-00252-ACZC - West to Arsenal Special Trackwork.

2. To Pandrol USA, LP, for Items Nos. 1-4, for the purchase of track rail clips and tie plates to be used for renewal projects in Fiscal Year 2017, with delivery of material scheduled on June 30, 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $503,250, Sealed Bid No. 15-246-ALSP - Rail Clips and Tie Plates.

3. To TK Keystone Construction Co., Inc., for the provision of landscaping and groundskeeping services at various SEPTA locations, with services to be performed over a period of
nine months scheduled to commence on April 1, 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $103,456.98, Sealed Bid No. 15-00162-ADLD - Landscaping and Groundskeeping at Various SEPTA Locations.

4. To Road-Con, Inc., for general construction services to provide all labor, materials, tools and equipment for the Villanova Station Improvements Project Phase 1, with services to be performed over a period of 550 calendar days after issuance of Notice-to-Proceed, as described in the staff summary on this subject, for a total contract amount not to exceed $12,824,000, Sealed Bid No. 15-00235-ATMM - Villanova Station Improvement Project Phase 1.

5. To Tennant Sales & Service Company, for the purchase of 31 floor scrubbers and sweepers to replace an aging fleet of floor cleaning machines utilized throughout the Authority, with delivery of material scheduled in May 2016, as described in the staff summary on this subject, which is pursuant to a competitively bid state procurement contract, for a total contract amount not to exceed $772,673.01.
RESOLUTION

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AWARD OF VARIOUS CONTRACTS FOR SOLE SOURCE PROCUREMENTS

WHEREAS, SEPTA has need for the supplies and services described below and those supplies and services are available only from the firms listed below; and

WHEREAS, staff reviewed the cost of the supplies and services and the General Manager recommended that the Board authorize SEPTA to award the contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to award and the General Manager or his designee to execute the contracts identified below, all in form approved by the Office of General Counsel, subject to the concurrence of the funding agencies, if required, and contingent upon and subject to each vendor/contractor satisfactorily providing any required bonds, insurance certificates and/or other documents, and complying with any applicable Disadvantaged Business Enterprise requirements:
1. To Westcode, Incorporated, for the purchase of various replacement parts for the leveling valves, tread brake systems and HVAC components to be used on the Silverliner IV, V, M-4 and LRV car fleets, with delivery material on an “as required” basis over a period of three years commencing in April 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $598,888.

2. To Wabtec Passenger Transit Division, Westinghouse Air Brake Technology Corporation, for the purchase of various brake parts to be used in the maintenance of the Silverliner V car fleet, with delivery of material not required as it is already on site, but transfer of ownership taking place in April 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $112,101.05.

3. To Gardner Denver Water Jetting Systems, Inc., for the purchase of various replacement parts to be used on SEPTA’s gel train which removes leaves and resins accumulated on tracks during slippery rail season, with delivery of material on an “as required” basis over a period of three years commencing in May 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $117,200.
4. To Diversified Metal Fabricators, Inc., for the purchase of replacement parts and gear assemblies to be used on SEPTA’s hi-rail and utility vehicles, with delivery of material scheduled over a period of 36 months commencing in April 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $98,000.

5. To Amazon Web Services, Inc., for the continued provision of web hosting services in support of IT systems currently in production and to further advance SEPTA’s web infrastructure development to meet the uptime demand adopted in the Strategic Business Plan, with services to be performed over a period of three years scheduled to commence on April 1, 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $150,000.
RESOLUTION

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AUTHORIZATION TO EXECUTE A CHANGE ORDER

WHEREAS, additional work is required to complete the projects identified below; and

WHEREAS, staff reviewed the cost of the additional work and the General Manager recommended that the Board authorize SEPTA to order the additional work.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to award and the General Manager or his designee to execute the change order identified below in form approved by the Office of General Counsel, subject to the concurrence of the funding agencies, if required, and to any applicable Disadvantaged Business Enterprise requirements:

1. To Carr & Duff, Inc., for Change Order No. 1, which provides for additional construction-related work on the 69th Street West Terminal Rehabilitation Project, at an increase in cost not to exceed $158,411, bringing the total contract price, including this change order, to an amount not to exceed
$1,070,411, provided that with the Board's approval of this change order, the Board authorizes the resetting of prior authorized cumulative change order amounts to zero dollars ($0) and the establishment of a new cumulative change order threshold of 10% or $500,000, pursuant to the Resolution adopted by the Board on May 22, 2008, which Resolution authorized a "Delegation of Authority for Change Orders, Amendments and Agreements".