1. Approval of the Minutes of the Regular and Special Meetings of July 21, 2016

2. Financial Report

3. Resolutions

I. Administration Committee Review

A. Renewal of All Risk Property Insurance for the Transit, Rail Divisions, and Builders Risk Insurance for Various Projects

B. Award of a Consulting Services Contracts Pursuant to Requests for Proposals

C. Consultant Contract Amendment

II. Operations Committee Review

A. Items for Consideration

1. Fiscal Year 2017 Annual Service Plan

2. Lease Agreement by SEPTA to Richard Township of 1.67 miles of the Out-of-Service Part of the Bethlehem Branch for Use as a Recreational Trail

3. Lease Agreement by SEPTA to Springfield Township of 1.32 Miles of the Out-of-Service Part of the Bethlehem Branch for Use as a Recreational Trail

4. First Amendment to Lease by SEPTA to Tobmar International, Inc., Doing Business as Gateway Newsstands, of a Portion of the Concourse of 1234 Market Street Headquarters Building

5. Amendment to Acquisition from JERC Partners VIII L.P. and JERC Partners XXI L.P. of a Perpetual Easement Required for Pedestrian and Vehicular Access To/From Warminster RRD Passenger Station
Agenda
September 22, 2016

B. Request for Proposals

C. Procurement

D. Sole Source Procurements

E. Change Orders

4. Report of General Manager

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RESOLUTION

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RENEWAL OF ALL RISK PROPERTY INSURANCE FOR THE TRANSIT, RAIL DIVISIONS, AND BUILDERS RISK INSURANCE FOR VARIOUS PROJECTS

WHEREAS, SEPTA’s current primary layer of all risk property insurance with Ace/West Chester Fire Insurance Company ("Ace/West Chester") and AIG/Lexington Insurance Company ("AIG"), and excess layer of all risk property insurance with Factory Mutual Insurance Company ("Factory Mutual"), at consolidated expiring premiums of $1,736,030, which will expire on October 1, 2016; and

WHEREAS, concurrent with SEPTA’s renewal of all risk property insurance for 2016-2017, the Risk Management Department and the Risk Management Advisory Committee ("RMAC") conducted a review of SEPTA’s property loss exposure which included insured values, an analysis of both concentrated asset values and loss history, an updating of the values of the rolling stock, and recent property appraisals;

WHEREAS, the review disclosed that a program limit of liability of $507.5 million, excess of $2.5 million deductible,
would be consistent with SEPTA's theoretical maximum loss events, in that there is no single location where the probable maximum losses would exceed $500 million; and

WHEREAS, the Risk Management staff and RMAC previously decided to market only for renewal of the primary layer of coverage, with the excess layer being competitively priced with a reasonable rate that includes our rolling stock, membership credit, and only solicited quotes from SEPTA's current property insurance carriers; and

WHEREAS, Ace/West Chester and AIG/Lexington proposed equally to co-share underwriting the primary layer of all risk property insurance for a $7.5 million limit of liability with a $2.5 million per occurrence deductible at an annual premium of $522,979, effective on October 1, 2016; and

WHEREAS, Factory Mutual proposed to underwrite the same primary layer of all risk property insurance at an annual premium of $481,270 effective October 1, 2016, along with a one-time credit of $13,250 to obtain the primary layer; and

WHEREAS, in addition therefore, Factory Mutual also proposed to underwrite an increased $750 million excess of $10 million layer of all risk property insurance coverage, plus supplemental coverage for $250 million of SEPTA's rolling stock,
at an annual premium of $1,018,754 effective on October 1, 2016, along with a Factory Mutual membership credit of $1,018,754; and

WHEREAS, the total costs for the 2016-2017 policy year include brokerage commissions to the RMAC of 20% or $300,005, and American Appraisal Fees at no cost, plus surplus lines and policy fees of $5,300; and

WHEREAS, the proposed renewal coverages for the new program, at the expiring terms and conditions as proposed by Factory Mutual, total an annual premium of $1,639,643; and

WHEREAS, the Risk Management staff, with the concurrence of the RMAC, requested that the General Manager recommend that the Board authorize SEPTA to place with Factory Mutual both the (i) $10 million primary layer of coverage of all risk property insurance with a $2.5 million deductible, and (ii) the $750 million in property insurance in excess of the $2.5 million self-insured retention for all risk property insurance, along with the commissions to the RMAC, under such terms and conditions as set forth above and more fully described in the pertinent staff summary, at an annual premium and total program cost not to exceed $1,639,643; and

WHEREAS, the General Manager made the recommendation to the Board.
NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to obtain and place all risk property insurance with Factory Mutual Insurance Company for (ii) $10 million in primary coverage with a $2.5 million per occurrence self-insurance retention, at an annual premium not to exceed $481,270; and (ii) $750 million in coverage in excess of $10 million, at an annual premium not to exceed $1,018,754, for one year that will commence on October 1, 2016.

FURTHER RESOLVED, that the Board hereby authorizes SEPTA to fund in conjunction with the 2016-2017 all risk property insurance renewal program brokerage commissions to the Risk Management Advisory Committee of $300,005, surplus lines and policy fees of $5,300, along with a Factory Mutual membership credit of $152,436 plus a one-time credit of $13,250.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager and other appropriate officers 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.
RESOLUTION

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AWARD OF CONSULTING SERVICES CONTRACTS
Pursuant to Requests for Proposals

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

WHEREAS, SEPTA staff has requested that the General Manager recommend that the Board authorize the award of contracts to the firms listed below because said firms were the successful proposers in the areas for which the request for proposals was issued; and

WHEREAS, the General Manager recommended that the Board authorize the award of 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 following consultant contracts, 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 proposers satisfactorily meeting all
requirements of the terms and conditions of the relevant request for proposals, including the provision of any insurance certificates and full compliance with any applicable Disadvantaged Business Enterprise (DBE) requirements:

1. To SNC-Lavalin Rail & Transit, Inc., for the provision of consultant engineering and administrative support services for ACS-64 Locomotives and Multi-Level Cab and Coach Car Procurement Project, with services to be performed over a period of five years scheduled to commence in October 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $13,714,460.84, Request for Proposals No. 15-00245-AMJP - Consultant Engineering and Administrative Support Services for ACS-64 Locomotives and Multi-Level Cab and Coach Car Procurement Project.

2. To K & J Safety & Security Consulting Services, Inc., for the provision of professional safety and engineering-related services to enhance a proactive culture of safety throughout the Authority in accordance with all regulatory requirements, with services to be provided over a period of three years scheduled to commence in October 2016, as described in the staff summary on this subject, for a total contract amount not to exceed
$1,200,000, Request for Proposals No. 15-00174-ACKR - Safety Consulting Services.
RESOLUTION
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AUTHORIZATION TO EXECUTE CONSULTANT AMENDMENT

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

WHEREAS, staff reviewed the additional work and the General Manager recommended that the Board authorize SEPTA to enter into the amendment 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 amendment 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 Intersection (formerly Titan Outdoor LLC), for Amendment No. 2, which provides for a credit via a temporary reduction in the minimum monthly guarantee payment obligations with respect to the Transit and Railroad Advertising contract due to the removal of Silverliner V cars from service on July 2, 2016, at a decrease in monthly payments of $125,000 per month.
for July and August 2016, with reductions thereafter being phased away on a pro rata basis as the Silverliner V fleet is placed back in service, with the contract’s full minimum annual guarantee reinstated at such time that 100% of the fleet is fully restored to revenue service, as further described in the staff summary on the subject.
RESOLUTION

re

FISCAL YEAR 2017 ANNUAL SERVICE PLAN

WHEREAS, proposed Fiscal Year 2017 Annual Service Plan (i) describes service proposals that staff, the public, governmental agencies and elected officials suggested and (ii) presents the technical and financial analyses by which SEPTA determines whether it should implement each service proposal; and

WHEREAS, the pertinent staff summary gives details on proposed Fiscal Year 2017 Annual Service Plan, and three proposed changes (supplements) to service and certain tariffs and proposed revisions to SEPTA’s service standards and process document; and

WHEREAS, pursuant to applicable law and the rules and regulations that became effective on March 1, 2010, the Chairman appointed Eugene N. Cipriani, Esquire as Hearing Examiner to conduct a public hearing with respect to proposed Fiscal Year 2017 Annual Service Plan, and the proposed supplements to certain tariffs and service standards and process revisions; and
WHEREAS, after appropriate publication and posting the Hearing Examiner presided over a public hearing, three sessions of which were held on June 30 and July 1, 2016 at convenient and accessible locations; and

WHEREAS, persons who desired to do so were given the opportunity to appear at the sessions of the public hearing to present testimony, to introduce material and to ask questions of SEPTA's representatives; and

WHEREAS, based on the testimony, evidence and exhibits presented at the public hearing or otherwise entered into the record, on August 3, 2016 the Hearing Examiner issued a Report and Recommendation; and

WHEREAS, the Hearing Examiner recommended that the Board adopt proposed Fiscal Year 2017 Annual Service Plan and the proposed supplements to certain tariffs, as issued; and

WHEREAS, staff requested that the General Manager recommend that the Board (i) adopt proposed Fiscal Year 2017 Annual Service Plan and (ii) adopt the three proposed supplements to certain tariffs and service standards and process revisions; and

WHEREAS, the General Manager made the recommendation to the Board.
NOW, THEREFORE, BE IT RESOLVED, that upon consideration of the testimony taken and evidence presented at the public hearing or otherwise entered into the record, the Report and Recommendation of the Hearing Examiner and the arguments and/or other material presented at this public meeting, the Board hereby adopts Fiscal Year 2017 Annual Service Plan as filed and described hereinabove.

FURTHER RESOLVED, that the Board hereby adopts the below listed supplements to tariffs, all of which were filed as part of proposed Fiscal Year 2017 Annual Service Plan, and instructs management to implement the supplements to tariffs, as well as the revisions to SEPTA’s service standards and process document, as soon as practicable:

Tariff No. 25, Supplement No. 4 (Route 2);
Tariff No. 162, (Route 311);
Tariff No. 234, Supplement No. 4 (Route 310); and

FURTHER RESOLVED, that the Board hereby authorizes the proper officers of SEPTA 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.
RESOLUTION

re

LEASE AGREEMENT BY SEPTA TO RICHLAND TOWNSHIP
OF 1.67 MILES OF THE OUT-OF-SERVICE PART OF THE
BETHLEHEM BRANCH FOR USE AS A RECREATIONAL TRAIL

WHEREAS, SEPTA owns the railroad right-of-way that is collectively named the Bethlehem Branch ("Bethlehem Branch") (Line Code No. 0301) located between the Fern Rock section of the City of Philadelphia and the City of Bethlehem, Lehigh County; and

WHEREAS, at present on the Bethlehem Branch commuter rail service terminates at Lansdale Passenger Station; and

WHEREAS, Richland Township ("Township") has approached SEPTA about entering into a lease agreement for a term of 30 years for nominal consideration, whereby SEPTA will lease to the Township a total of 1.67 miles of the surface of the inactive Bethlehem Branch located north of Quakertown between the California Road at Mile Post 42.38 proceeding up to the Richland/Springfield Township Line at Mile Post 44.05 ("Premises"), for use as an interim trail for recreational purposes such as, but not limited to, bicycling, walking,
jogging, rollerblading and cross country skiing by the general public ("Richland Trail"); and

WHEREAS, all costs for design, construction, installation, repair and renewal, as well as maintenance of the proposed trail, shall be borne by the Township subject to SEPTA’s review and approval, with the Township also being responsible for the removal of snow and ice at the highway grade crossing located at East Cherry Road at Mile Post 43.71; and

WHEREAS, the Engineering, Maintenance and Construction Division has no objection to either the proposed improvements or the Township’s interim use of the segment of the Bethlehem Branch right-of-way as a recreational trail; and

WHEREAS, under the proposed Lease, SEPTA may recapture the Premises for railroad and/or other public transit purposes, and SEPTA retains all salvage rights to any/all tracks and related materials; and

WHEREAS, the Township will be responsible for acquiring any/all Public Utility Commission (PUC) mandates and others reviews and approvals over, under, across and through the proposed trail; and

Page 2 of 3
WHEREAS, in the event of a challenge to SEPTA's legal title to the Premises by any third party, the Township agrees to defend any such challenge at its sole cost and expense; and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to enter into the proposed Lease with the Township under the terms and conditions 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 lease agreement with Richland Township to occupy and use the out-of-service segment of the Bethlehem Branch from Mile Post 42.38 to Mile Post 44.05 as a recreational trail, under the terms 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.
LEASE AGREEMENT BY SEPTA TO SPRINGFIELD TOWNSHIP OF 1.32 MILES OF THE OUT-OF-SERVICE PART OF THE BETHLEHEM BRANCH FOR USE AS A RECREATIONAL TRAIL
jogging, rollerblading and cross country skiing by the general public ("Springfield Trail"); and

WHEREAS, all costs for design, construction, installation, repair and renewal, as well as maintenance of the proposed trail, shall be borne by the Township subject to SEPTA's review and approval, with the Township also being responsible for the removal of snow and ice at the highway grade crossing located at North Mine Road at Mile Post 44.52; and

WHEREAS, the Engineering, Maintenance and Construction Division has no objection to either the proposed improvements or the Township's interim use of the segment of the Bethlehem Branch right-of-way as a recreational trail; and

WHEREAS, under the proposed Lease, SEPTA may recapture the Premises for railroad and/or other public transit purposes, and SEPTA retains all salvage rights to any/all tracks and related materials; and

WHEREAS, the Township will be responsible for acquiring any/all Public Utility Commission (PUC) mandates and others reviews and approvals over, under, across and through the proposed trail; and
WHEREAS, in the event of a challenge to SEPTA's legal title to the Premises by any third party, the Township agrees to defend any such challenge at its sole cost and expense; and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to enter into the proposed Lease with the Township under the terms and conditions 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 lease agreement with Springfield Township to occupy and use the out-of-service segment of the Bethlehem Branch from Mile Post 44.05 to Mile Post 45.37 as a recreational trail, under the terms 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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FIRST AMENDMENT TO LEASE BY SEPTA TO TOBMAR INTERNATIONAL INC.,
DOING BUSINESS AS GATEWAY NEWSSTANDS, OF A PORTION OF THE
CONCOURSE OF 1234 MARKET STREET HEADQUARTERS BUILDING

WHEREAS, by authorization of the Board on December 21, 2006, SEPTA presently leases to Tobmar International Inc., doing business as Gateway Newsstands ("Tenant"), 660 rentable square feet of space ("Demised Premises") in the concourse of SEPTA’s headquarters building at 1234 Market Street ("Building"), which is used as a newsstand convenience store; and

WHEREAS, the present lease expires on December 31, 2016 and Tenant has indicated that they desire to enter into a first amendment to the lease agreement ("First Amendment") for the Demised Premises; and

WHEREAS, under the proposed First Amendment, Tenant will continue to operate the newsstand convenience store in the Building for the same space for a base term of ten years which will commence on January 1, 2017 and will terminate on December 31, 2026; and
WHEREAS, the annual rental for the base term of the First Amendment will be $33,000 (or $50.00 per rentable square foot), which includes a $6,600 (or $10.00 per rentable square foot) tenant improvement allowance, plus electricity based upon actual sub-metered usage of the Demised Premises, resulting in estimated revenues to SEPTA totaling $378,308.02 in gross income and $303,355.86 in net income over the entire ten-year base term of the Lease; and

WHEREAS, the First Amendment will also provide that the Tenant may exercise one 5-year renewal option at an annual rental rate equal to 100% of the then current fair market value (FMV); and

WHEREAS, with regard to operating expenses, the Tenant will be responsible to maintain the Demised Premises, pay real estate taxes and their share of water, sewer, trash and insurance, but not for increases in common area expenses; and

WHEREAS, pursuant to SEPTA’s broker management contract with The Flynn Company, the First Amendment will call for a 2% commission payment of $7,566.12 to be paid to The Flynn Company; and

WHEREAS, the Real Estate Department deems the proposed rental proper and finds that the Tenant has been an excellent
tenant, as well as providing an amenity to SEPTA staff and the occupants of the Building; and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to enter into the proposed First Amendment with the Tenant under the 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 proposed First Amendment to the lease agreement by which SEPTA will lease to Tobmar International Inc. (doing business as Gateway Newsstands) 660 rentable square feet of space in the concourse of SEPTA’s headquarters building at 1234 Market Street for a base term of ten years commencing on January 1, 2017, along with one five-year renewal option, 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 that shall be necessary and proper in order to effectuate the purpose of this Resolution.
RESOLUTION

re

AMENDMENT TO ACQUISITION FROM JERC PARTNERS VIII L.P. AND JERC PARTNERS XXI L.P. OF A PERPETUAL EASEMENT REQUIRED FOR PEDESTRIAN AND VEHICULAR ACCESS TO/FROM WARMINSTER RRD PASSENGER STATION

WHEREAS, SEPTA is the owner of a parcel of property which includes the Warminster Passenger Station ("Station") and commuter parking lot located on SEPTA's Warminster Regional Rail Division (RRD) Line at 100 Station Drive in Warminster Township, Bucks County; and

WHEREAS, the current commuter parking lot at the Station accommodates approximately 800 spaces of which 238 are for permit parking; and

WHEREAS, JERC Partners VIII L.P. ("JERC VIII") owns the real property adjacent/near the Station which is located at 330 Jacksonville Road in Warminster, and JERC Partners XXI L.P. ("JERC XXI") owns the real property located at 350 Jacksonville Road in Warminster, also known as Jacksonville Plaza (collectively, the "JERC Properties"); and

WHEREAS, JERC VIII and JERC XXI, along with their affiliates, are engaged in a residential housing development
project ("Project") in Warminster Township with developer J. G. Petrucci Company, Inc. ("Petrucci"), the scope of which includes the addition of 41 commuter parking spaces and associated curbing, sidewalk, lighting and landscaping improvement to the Station area at no cost to SEPTA; and

WHEREAS, the Project will also include new traffic signaling from Jacksonville Road (SR 332), a new access road, and an interconnecting road that will lead to SEPTA's existing parking lot to be constructed by Petrucci, again at no cost to the Authority; and

WHEREAS, JERC VII and JERC XXI (collectively, "Grantors") agreed to grant to SEPTA a perpetual non-exclusive access easement ("Easement") for pedestrian and vehicular access to/from SEPTA’s property via the driveway for nominal consideration; and

WHEREAS, the proposed Easement will include 10,968 +/- square feet of driveway that will extend the 151 residential properties to the Station parking lot; and

WHEREAS, on July 21, 2016, the Board authorized SEPTA to acquire from the Grantors and enter into the proposed Easement agreement as part of the Project; and
WHEREAS, subsequent to the Board's said authorization, the Grantors approached SEPTA to consider a cost-sharing provision with respect to the care and maintenance of the Easement area which will be substantively used by SEPTA and its customers; and

WHEREAS, under the Easement the Grantors shall be responsible for the (i) care and maintenance of the subject driveway access Easement, (ii) to keep the Easement in good order and condition (excepting ordinary wear and tear), and (iii) repair and repave the Easement as necessary; and

WHEREAS, SEPTA and the Grantors will now each be responsible for 50% of the reasonable costs and expenses actually incurred by Grantors to perform said maintenance, repair and/or repaving; and

WHEREAS, Grantors shall also be solely responsible at their sole cost and expense for snow and ice removal on the driveway Easement, while SEPTA reserves the right (but not obligation) to remove snow and ice from the driveway Easement at its sole cost and expense; and

WHEREAS, if required, SEPTA will obtain any Federal Transit Administration (FTA) concurrence of the transaction contemplated hereunder; and
WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to acquire from the Grantors the proposed perpetual Easement, as amended, with respect to the JERC Properties, under the terms and conditions as 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 acquire from JERC Partners VIII L.P. and JERC Partners XXI L.P. and to enter into such perpetual easement agreement, as now amended to include a cost-sharing provision with respect to the care and maintenance of the 10,968 +/- square foot driveway portion of the easement, as may be required as part of the Project, under the 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 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

re

AWARD OF A CONTRACT

PURSUANT TO A REQUEST FOR PROPOSALS

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorize to award subject to the following conditions and the General Manager to execute the following conditions and the General Manager to execute the following 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 proposers satisfactorily meeting all requirements of the terms and conditions of the relevant request for proposals, including the provision of any insurance certificates and full compliance with any applicable Disadvantaged Business Enterprise (DBE) requirements:

1. To Proterra, Inc., for Items Nos. 1-3, for the purchase of 25 electric transit buses to replace the buses currently used on Routes 29 and 79 in South Philadelphia, at a unit price of $851,506.20, along with capital spare parts, training aids, special tools and equipment ($733,560.54) and associated charging infrastructure ($1,825,000), with delivery of vehicles scheduled to commence in August 2017, as described in the staff summary on this subject, for a total contract amount not to exceed $23,846,215.54, Request for Proposals No. 16-00167-AJAC - Electric Transit Buses.
RESOLUTION

Re

AUTHORIZATION TO AWARD CONTRACTS FOR A PROCUREMENT

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 contract 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 EIG Joint Venture, for Line Segments 1-4, 9-15, 17-21, 23, 24 and 26-28, for a total contract amount not to exceed $20,231,825; to Knight Brothers, Inc., for Line Segments 5, 7 and 8, for a total contract amount not to exceed $3,195,917.10; to Moore Outdoor Rejuvenation, Inc., for Line Segment 6, for a total contract amount not to exceed $1,039,304.41; and to PowerBlade Landscape Management, Inc., for Line Segment 16, for a total contract amount not to exceed $1,220,412.56, for the provision of routine and emergency snow removal services at various Regional Railroad Division (RRD) Stations, related parking facilities and designated separate assignments throughout the Authority's service area, with services to be performed on an "as required" basis over a period of five years scheduled to commence on October 1, 2016, as described in the staff summary on this subject, Sealed Bid No. 15-00257-ADLD - Snow and Ice Removal Services.
RESOLUTION

re

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 US Technologies, Inc., for the testing, evaluation and repair of defective Communications Control Unit A1, A4 and A6 circuit boards used for the M-4 car fleet, with services to be performed on an "as required" basis over a period of one year scheduled to commence in September 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $30,000.

2. To Wabtec Global Services, a Division of Westinghouse Air Brake Technologies Corporation, for the overhaul of three type "AB" and one type "4C" air brake test racks at Wayne Junction Car Shop to be used to test a variety of safety critical air brake valves on SEPTA’s Regional Rail Division (RRD) passenger and utility fleet cars and locomotives, at unit prices of $54,442.92 and $70,602.57, respectively, with services scheduled to be performed commencing in October 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $233,931.33.

3. To Alstom Signaling, Inc., for the overhaul of 44 communication system (CS) Automatic Train Control (ATC) box mechanisms for the M-4 car fleet to be used on safety critical equipment which work in conjunction with other rail equipment, with services to be performed on an "as required" basis over a
period of three years commencing in October 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $454,740.

4. To Sovos Compliance, LLC, for the renewal of Sovos compliance tax information reporting software which is used to support the Affordable Care Act (ACA) compliance reporting requirement, with services to be provided over a period of three years commencing on October 1, 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $105,549.

5. To Cotterman, Dean and Gardner, LTD, for the provision of engineering and programming services to modify and enhance SEPTA’s Automatic Train Dispatch System (ATDS) software, with services to be performed over a period of one year scheduled to commence on October 1, 2016, as described in the staff summary on this subject, for a total contract amount not to exceed $32,500.

6. To Simmons Machine Tool Corporation, for the rebuilding of three wheel truing machines at SEPTA’s Overbrook, 69th Street and Fern Rock Shops, with services to be performed over a period of one year scheduled to commence in October 2016,
as described in the staff summary on this subject, for a total contract amount not to exceed $2,083,150.

7. To Bombardier Transportation Holdings USA, Inc., for the provision of engineering and programming services to modify the CITYFLO 650 CBTC System to incorporate a Real Time Vehicle Location System (RTVL), with services to be performed over a period of 240 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 $626,866.
RESOLUTION

Re

AUTHORIZATION TO EXECUTE CHANGE ORDERS

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 orders/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 Carr & Duff, Inc., for Change Order No. 3, which provides for additional construction-related work for the 69th Street West Terminal Improvements Project, at an increase in cost not to exceed $72,021, bringing the total contract price, including all change orders to date, to an amount not to exceed $1,215,369.
2. To Daniel J. Keating Company, for Change Order No. 4, which provides for additional construction-related work for the 69th Street West Terminal Improvements Project, at an increase in cost not to exceed $201,543, bringing the total contract price, including all change orders to date, to an amount not to exceed $11,813,247, 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, whichever is first reached, 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”.

3. To ACS/Xerox Transport Solutions, Inc., for Change Order No. 13, which provides for various specification changes and additional equipment for the New Payment Technologies (NPT) System contract, at an increase in cost not to exceed $2,150,000, bringing the total contract price, including all change orders to date, to an amount not to exceed $145,442,505.

4. To Dolan Mechanical, Inc., for Change Order No. 2, which provides for additional construction-related work for the
Berridge Shop and 2nd and Wyoming Office Roof Replacement Project, at an increase in cost not to exceed $87,091, bringing the total contract price, including all change orders to date, to an amount not to exceed $1,980,552, 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, whichever is first reached, 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".

5. To Vanalt Electrical Construction, Inc., for Change Order No. 2, which provides for additional construction-related work for the Lenni Substation Rehabilitation Project, at an increase in cost not to exceed $267,783, bringing the total contract price, including all change orders to date, to an amount not to exceed $7,369,833, 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, whichever is first reached, 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".

6. To Mike Kobithen Roofing & Insulation, Inc., for Change Order No. 3, which provides for additional construction-related work and a credit for the Jenkintown Wyncote Roof Replacement Project, at a net increase in cost not to exceed $31, bringing the total contract price, including all change order to date, to an amount not to exceed $2,032,269, 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, whichever is first reached, 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".

7. To Walsh Construction II, LLC, for Change Order No. 2, which provides for additional construction-related work for the Crum Creek Viaduct Replacement Project - Bridge No. 11.87, at an increase in cost not to exceed $182,599, bringing the total contract price, including all change orders to date, to an amount not to exceed $55,517,597, provided that with the Board's
approval of this change order, the Board authorizes the resetting of prior authorized change order amounts to zero dollars ($0) and the establishment of a new cumulative change order threshold of 10% or $500,000, whichever is first reached, 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".

8. To Rockport Construction Company, Inc., for Change Order No. 1, which provides for additional construction-related work for the Frankford Elevated Line Haunch Repair Project - Phase 2, at an increase in cost not to exceed $908,150, bringing the total contract price, including this change order, to an amount not to exceed $3,092,330, provided that with the Board’s approval of this change order, the Board authorizes the resetting of the prior authorized change order amounts to zero dollars ($0) and the establishment of a new cumulative change order threshold of 10% or $500,000, whichever is first reached, 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".

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