

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

A G E N D A

REGULAR MEETING

To Be Held At 3:00 PM

DECEMBER 19, 2019

1234 Market Street, Mezzanine Level

Philadelphia, PA

1. Approval of Minutes of the Regular Board Meeting of November 21, 2019
2. Financial Report
3. Resolutions
- I. **Pension Committee Review**
 - A. Termination of Alliance Bernstein, L.P. and Brandywine Global Investment Management, LLC and Appointment of Vesper Capital Management as Investment Managers to the SEPTA Pension Plan
- II. **Administration Committee Review**
 - A. Purchase from American International Group (AIG), Starr, AXA/XL and Beazley of Cyber Liability Insurance
 - B. Purchase from American International Group (AIG) and Starr International Company of Directors and Officers Liability Insurance
 - C. Award of Contract Pursuant to a Request for Proposal
- III. **Operations Committee Review**
 - A. Lease by New Jersey Transit Corporation to SEPTA of a Portion of the Trenton Station Building Located at 72 South Clinton Avenue in the City of Trenton, Mercer County, New Jersey

Agenda
December 19, 2019

- B. Authorization to Award Contracts for Various Procurements
 - C. Award of Contracts for Sole Source Procurements
 - D. Authorization to Execute Amendments
4. Report of General Manager

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R E S O L U T I O N

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TERMINATION OF ALLIANCE BERNSTEIN, L.P. AND BRANDYWINE GLOBAL INVESTMENT MANAGEMENT, LLC AND APPOINTMENT OF VESPER CAPITAL MANAGEMENT AS INVESTMENT MANAGERS TO THE SEPTA PENSION PLAN

WHEREAS, on February 24, 2011 the Pension Committee of the Board revised the Statement of Investment Policy and Objectives and Operating Guidelines ("Policy Statement") which governs the investment of the funds of the pension plans of SEPTA; and

WHEREAS, the Policy Statement provides investment guidelines and investment return expectations for all investment managers; and

WHEREAS, the Policy Statement contains monitoring procedures for the Pension Committee to utilize in its review of the performance of each investment manager; and

WHEREAS, Alliance Bernstein, L.P. ("Alliance Bernstein") manages a portfolio of Domestic High Yield Fixed Income securities for the SEPTA Pension Plan; and

WHEREAS, Brandywine Global Investment Management, LLC ("Brandywine") manages a portfolio of Global Fixed Income securities for the SEPTA pension plan; and

WHEREAS, at the Pension Committee Meeting that was held on February 28, 2019, PFM Advisors, SEPTA's Pension Plan consultant, recommended and the Pension Committee agreed, to place Alliance Bernstein and Brandywine on the Watch List pursuant to criteria outlined in the Policy Statement; and

WHEREAS, at the November 21, 2019 Pension Committee meeting, PFM Advisors reviewed updated performance measures of the Alliance Bernstein and Brandywine portfolios and discussed those results with the Pension Committee, and based on the performance data and other relevant information, PFM Advisors recommended and the Pension Committee agreed to terminate the investment management agreements with Alliance Bernstein and Brandywine; and

WHEREAS, at the November 21, 2019 Pension Committee Meeting, representatives of Vesper Capital Management ("Vesper") presented to the Pension Committee performance data and other pertinent data and manager information related to the Vesper U.S. Large Cap Short-Term Reversal Index Fund ("UTRNX"), and as a result of such presentation and after discussion of the merits of the fund, PFM Advisors recommended and the Pension Committee agreed to appoint Vesper and its UTRNX Index Fund as an investment manager with respect to the investment of SEPTA's

pension funds with initial funding to be determined by the Pension Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the termination of SEPTA's investment management agreement with Alliance Bernstein, L.P. and Brandywine Global Investment Management, LLC, and the Board also hereby delegates and appoints Vesper Capital Management and its UTRNX Index Fund as a manager of SEPTA's investments.

FURTHER RESOLVED, that the Board hereby authorizes the proper officers of SEPTA (i) to execute and deliver all documents that will enable SEPTA to terminate its investment management agreements with Alliance Bernstein, L.P. and Brandywine Global Investment Management, LLC; (ii) to enter into an investment management agreement with Vesper Capital Management for its UTRNX Index Fund; (iii) take such action necessary to liquidate and/or transfer the assets currently managed by Alliance Bernstein, L.P. and Brandywine Global Investment Management, LLC to fund investments as approved by the Pension Committee; (iv) take such action necessary to fund SEPTA's investment with Vesper Capital Management; and (v) to do any and all other things that may be necessary in order to effectuate this Resolution.

R E S O L U T I O N

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PURCHASE FROM AMERICAN INTERNATIONAL GROUP (AIG), STARR,
AXA/XL AND BEAZLEY OF CYBER LIABILITY INSURANCE

WHEREAS, in today's hi-tech corporate environment, companies are constantly faced with the threat of "Cyber Liability" when conducting business online and receive, disseminate and/or store personal information on their computer database systems; and

WHEREAS, in the event personal information is publically disclosed by either unlawful act or mistake, the company could face legal exposure for breaching individual privacy rights, infringing upon or misappropriating intellectual property or violating other laws; and

WHEREAS, while SEPTA currently maintains data protection and security protocols in order to protect against cyber-attacks and other unlawful access to personal information, occasionally it has been found that even the most stringent of IT protocols can sometimes be compromised and are insufficient to protect a company against such intrusions; and

WHEREAS, the purchase of Cyber Liability Insurance provides SEPTA with an additional level of protection in the event SEPTA's

existing protocols are somehow breached and personal information disclosed; and

WHEREAS, SEPTA's expiring Cyber Liability Program was underwritten in four layers, the first with American International Group (AIG) providing \$5 million of primary coverage with a \$100,000 per occurrence self-insured retention (SIR) at an annual premium of \$95,545; the second layer with Starr providing \$5 million in coverage in excess of \$5 million at an annual premium of \$38,218; the third layer with AXA/XL providing \$5 million in coverage in excess of \$10 million at an annual premium of \$39,000; and the fourth and final layer with Beazley for \$5 million in coverage in excess of \$15 million at an annual premium of 35,000, with each policy being for a one-year term effective December 31, 2018, for a combined annual premium (including a \$2,000 policy fee) of \$209,763; and

WHEREAS, during the October 2019 Risk Management Advisory Committee (RMAC) renewal strategy meeting, it was discussed that Aon maintain relationships with the incumbent carriers, given the open matter of the 2019 keystroke skimmer incident; and

WHEREAS, the total annual premium for the primary and excess coverages quoted by AIG of \$101,958 was the only premium that offered all the existing coverages; and

WHEREAS, the best additional excess layers of coverages were quoted by (i) Starr for \$5 million excess of \$5 million, for a total annual premium of \$45,881; (ii) AXA/XL for \$5 million excess of \$10 million, for a total annual premium of \$42,900; and (iii) Beazley for \$5 million excess of \$15 million, for a total annual premium of \$38,500; and

WHEREAS, the primary layer buyer of coverage offers enhancements for (i) cyber extortion, (ii) continuity date exclusion; (iii) law enforcement cooperation; (iv) loss definition amendment; (v) defense provision amendment; and (vi) property damage and security failure definition amendment; and

WHEREAS, the RMAC and Office of General Counsel requested that the General Manager recommend that the Board authorize SEPTA to bind (i) the primary layer of Cyber Liability Insurance in the amount of \$5 million with AIG, and three \$5 million excess layers of coverage with Starr, AXA/XL and Beazley, under such terms and conditions as set forth above and more fully described in the pertinent staff summary, at a combined total annual program cost (including a \$1,520 policy fee) not to exceed \$230,759; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to renew and place Cyber Liability Insurance with

(i) American International Group (AIG) for \$5 million in primary coverage with a \$100,000 per occurrence self-insured retention, at an annual premium not to exceed \$101,958; (ii) Starr for \$5 million in coverage in excess of \$5 million, at an annual premium not to exceed \$45,881; (iii) AXA/XL for \$5 million in coverage in excess \$10 million, at an annual premium not to exceed \$42,900; and (iv) Beazley for \$5 million in coverage in excess of \$15 million, at an annual premium not to exceed \$38,500, for a total annual premium not to exceed \$230,759 (including a \$1,520 policy fee), with all four policies being for one-year terms commencing December 31, 2019.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee 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.

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PURCHASE FROM AMERICAN INTERNATIONAL GROUP (AIG) AND STARR
INTERNATIONAL COMPANY OF DIRECTORS AND OFFICERS LIABILITY
INSURANCE

WHEREAS, SEPTA's current directors and officers ("D&O") liability insurance policies with American International Group (AIG) and Starr International Company ("Starr") will expire on December 31, 2019, with expiring annual premiums of \$181,370 and \$67,700, respectively; and

WHEREAS, one of the insurance policies is a primary layer of \$10 million which covers director and officers and the entity, SEPTA, with SEPTA entity coverage subject to \$5 million sublimit; and

WHEREAS, the other insurance policy is an excess layer of \$10 million which covers directors and officers; and

WHEREAS, the reason for the dual layer insurance program is to insure that the cover afforded to directors, officers and Board members remains undiluted by any claims brought against them individually and against SEPTA; and

WHEREAS, both layers provide coverage for wrongful acts, errors and omissions that could result from any matter claimed against directors, officers and Board members solely due to their status or due to their official acts; and

WHEREAS, during the October 2019 meeting of the Risk Management Advisory Committee ("RMAC") it was agreed that Aon would conduct a marketing of the primary layer option of the Program (since the last full marketing effort had taken place during the 2017 renewal effort) via approaching the market (Zurich, Sompo, Chubb, CNA and Travelers) for SEPTA, the results of which were not favorable; and

WHEREAS, AIG and Starr quoted coverages with the same terms and conditions as the expiring program, with (i) AIG offering a premium of \$197,200 for the primary D&O layer which included the option of an "Enhanced Assault Extension" endorsement which would provide an additional aggregate limits of \$1,000,000 coverage at a premium of \$10,000; and (ii) Starr offering a premium quote of \$73,609 for the excess D&O layer; and

WHEREAS, staff, with the concurrence of the RMAC, requested that the General Manager recommend that the Board authorize SEPTA to purchase D&O liability insurance (i) from AIG a primary

layer of \$10 million with a self-insured retention of \$200,000 except for employment practices liability (which will have a \$500,000 self-insured retention); and (ii) from Starr an excess layer of \$10 million, 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 purchase (i) from American International Group (AIG) a primary layer of directors and officers liability insurance in the amount of \$10 million; and (ii) from Starr International Company an excess layer of directors and officers liability insurance in the amount of \$10 million, for one-year terms effective December 31, 2019, both of which will be under the terms and conditions set forth within the pertinent staff summary.

FURTHER RESOLVED, that the total annual prepaid premiums for the policies with American International Group (AIG) and Starr International Company will not exceed \$197,200 (with an Enhanced Assault Extension not to exceed \$10,000) and \$73,609,

respectively, along with a \$1,000 policy fee, for a total combined annual premium of \$281,809.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager or his designee and other 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.

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AWARD OF CONTRACT
PURSUANT TO A REQUEST FOR PROPOSAL

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 the 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 the Board authorize the award of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to award subject to 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 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 (DBE) requirements:

1. To TRISTAR Risk Enterprise Management, Inc., for the provision of third party administration for Personal Injury Protection (PIP) to ensure compliance with regulatory reporting requirements which will include claims and litigation management services, electronic data services, forms and other materials for SEPTA's PIP claims in accordance with Pennsylvania Act VI, with services to be performed over a base term of three years scheduled to commence on April 1, 2020, along with two one-year option terms to be exercised at SEPTA's sole discretion, as described in the staff summary on this subject, for a contract amount not to exceed \$1,896,726 for the base term and \$658,094 for each renewal term, for a total five-year contract amount not to exceed \$3,212,914, Request for Proposals No. 19-00115-ARLW - Personal Injury Protection (PIP) Administration.

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LEASE BY NEW JERSEY TRANSIT CORPORATION TO SEPTA OF A PORTION OF
THE TRENTON STATION BUILDING LOCATED AT 72 SOUTH CLINTON AVENUE
IN THE CITY OF TRENTON, MERCER COUNTY, NEW JERSEY

WHEREAS, Trenton Station ("Station") is located at 72 South Clinton Avenue in the City of Trenton, Mercer County, New Jersey, on Amtrak's Northeast Corridor Rail Line ("NEC"), and is a major terminus for the passenger train service operated by both SEPTA and New Jersey Transit Corporation ("NJTC"); and

WHEREAS, pursuant to the 900-day Option Settlement Agreement dated April 1, 1982 between NJTC and Amtrak, and by a Deed of Conveyance dated July 1, 1982 between said parties, NJTC acquired the Station and certain of its surrounding properties; and

WHEREAS, in 2008 the United States Congress directed the Secretary of Transportation (under Section 212 of the Passenger Rail Investment and Improvement Act of 2008) to establish the Northeast Corridor Infrastructure and Operations Advisory Committee ("Commission") to promote mutual cooperation amongst NEC owners and users to develop a policy that sets forth and

implements a fully allocated cost model to be used by NEC owners and users; and

WHEREAS, on December 17, 2014 the Commission developed and adopted the Northeast Corridor Commuter and Intercity Rail Cost Allocation Interim Policy (the "Allocation Policy") which sets forth a model to determine and allocate cost to commuter authorities, including SEPTA and NJTC, for the joint use of facilities such as the Station (the "NEC Cost Model"); and

WHEREAS, SEPTA and NJTC have been in the process of negotiating an agreement to clarify the terms and conditions of SEPTA's existing use of the Station; and

WHEREAS, SEPTA has requested NJTC to lease SEPTA a 116 square foot portion (aka Room 007) located in the lower level of the Station, to use as its Crew Quarters ("Demised Premises") pending completion of the Agreement; and

WHEREAS, in recognition of SEPTA's acute and immediate operational needs, NJTC has agreed to lease to SEPTA the Demised Premises to be used solely for its for Crew Quarters, for a maximum term of two years commencing retroactively effective November 1, 2019 and expiring on October 31, 2021, for a nominal annual rental of \$1.00; and

WHEREAS, SEPTA has excepted the Demised Premises in "as-is" condition and will be responsible for all interior improvements, maintenance, repairs, utilities and services for its use of the Demised Premises only; and

WHEREAS, staff requested that the General Manager recommend that the Board authorize SEPTA to enter in the proposed lease agreement with NYTC under the terms and conditions set forth above and more fully described in the pertinent staff summary;

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 lease agreement with New Jersey Transit Corporation for the Demised Premises under such 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.

S: /Corp/Resolutions/12-2019-Lease from NJTC of Trenton Station

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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 invitations 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 contract 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 vendor satisfactorily meeting all pre-requirements of the bid terms and

specifications, including full compliance with any applicable Disadvantaged Business Enterprise requirements:

1. To Penn Machine Company LLC, for the purchase of 120 steel wheels to be used in the maintenance of the Silverliner V rail car fleet, at a unit price of \$1,775.58, with delivery of material scheduled in February 2020, as described in the staff summary on this subject, for a total contract amount not to exceed \$213,069.60, Sealed Bid No. 19-00228-AMGA - Steel Wheels for Silverliner V Cars.

2. To Rockport Construction Company, Inc., for the provision of general construction services including all labor, materials, tools and equipment for the Frankford Elevated Line Haunch Repair Project - Phase 5, with services to be performed over a period of 150 calendar days upon issuance of Notice-to-Proceed, as described in the staff summary on this subject, for a total contract amount not to exceed \$1,616,645, Sealed Bid No. 19-00169-ATMM - Frankford Elevated Line Haunch Repair Project - Phase 5.

3. To Eldredge, Inc., for the cleaning of vehicle washer systems, floor trough drains, sand traps, oil water separators and interceptors at various SEPTA maintenance locations and

disposal of these wastes at certified treatment or disposal facilities, with services to be performed over a period of three years commencing upon issuance of Notice-to-Proceed, as described in the staff summary on this subject, for a total contract amount not to exceed \$1,228,800, Sealed Bid No. 19-00193-AKLM - 3 Year Sludge Removal.

4. To Pine Run Construction Company, for the provision of general construction services including all labor, materials, tools and equipment to modify seven underground storage tanks at the Frontier Garage Facility, with services to be performed over a period of 365 calendar days upon issuance of Notice-to-Proceed, as described in the staff summary on this subject, for a total contract amount not to exceed \$564,300, Sealed Bid No. 19-00197-AMJP - Frontier Garage Underground Storage Tank Modifications.

5. To Pandrol USA, L.P., for Item Nos. 1 and 2, for the purchase of 49,000 tie plates and 100,000 rail clips required for future track renewal projects, at unit prices of \$17 and \$1.94, respectively, with delivery of material expected within 90 days after issuance of Notice-to-Proceed, as described in the staff summary on this subject, for a total contract amount not

to exceed \$1,027,000, Sealed Bid No. 19-00205-AMUD - Track Plates and Clips.

6. To James J. Anderson Construction Company, Inc., for general construction services, for a total contract amount not to exceed \$11,188,865; to John J. Bee, Inc., for mechanical construction services, for a total contract amount not to exceed \$465,000; and to E.J. Electric, Inc., for electrical construction services, for a total contract amount not to exceed \$3,563,000, for the Susquehanna - Dauphin Station Improvement Project, with services to be performed over a period of 790 calendar days upon issuance of Notice-to-Proceed, as described in the staff summary on this subject, Sealed Bid No. 19-00190-ARIB - Susquehanna-Dauphin Station Improvement Project.

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AWARD OF 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, 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 vendor/contractor satisfactorily providing any required bonds, insurance certificates and/or other documents, and complying with any applicable Disadvantaged Business Enterprise requirements:

1. To Ross and White Company, for the purchase of various replacement parts to be used for the rehabilitation of two bus

wash systems at Southern Depot which are critical to daily operations, with delivery of material scheduled in March 2020, as described in the staff summary on this subject, for a total contract amount not to exceed \$135,410, Sole Source No. 19-00243-AMZK - Southern Depot Bus Washer Rehab Project.

2. To Tyco Fire & Security (US) Management Inc., d/b/a Johnson Controls Security Solutions LLC, for software licenses, additional storage capacity and remote installation services as Phase II technical support of the GENTEC CCTV video storage system at 2nd and Wyoming, with services scheduled to commence within 30 days of issuance of Notice-to-Proceed and installation completed within 90 days, as described in the staff summary on this subject, for a total contract amount not to exceed \$240,942.91, Sole Source No. 19-00242-ADMD - CCTV Camera Expansion - Phase II.

3. To Tyco Fire & Security (US) Management Inc., d/b/a Johnson Controls Security Solutions LLC, to furnish, install, program and provide technical support for a new storage device to replace a failed unit for the 2nd and Wyoming Video System Storage Area Network (SAN) Replacement Project, with services scheduled to commence in January 2020, as described in the staff

summary on this subject, for a total contract amount not to exceed \$38,653.45, Sole Source No. 19-00261-AMWB - 2nd and Wyoming Video System SAN Replacement Project.

4. To Legal Files Software, Inc., for the provision of software maintenance and technical support of proprietary software programs used by SEPTA's Office of General Counsel/Legal Division; with services to be performed over a period of three years commencing in December 2019, as described in the staff summary on this subject, for a total contract amount not to exceed \$92,336, Sole Source No. 19-00263-ACAC - Legal Files Maintenance and Support.

5. To Alstom Signaling, Inc., d/b/a Alstom Signaling Operation, LLC, for the modification and enhancement of the Audio Visual Public Address (AVPA) System powered by RailEdge software to provide synchronized audio/visual passenger information in compliance with ADA standards, with services scheduled to commence in January 2020, as described in the staff summary on this subject, for a total contract amount not to exceed \$112,210, Sole Source No. 19-00244-AHAC - Modification and Enhancement to Audio Visual Public Address System.

6. To Routematch Software, Inc., for the purchase of 10 perpetual licenses (along with support, maintenance and cloud services) needed by personnel in SEPTA's CCT Department to access and use the Routematch system to support eligibility, reservations, scheduling, dispatch and call center functions associated with its ADA and Shared Ride Program operations, with services to be performed over a period of 32 months commencing on January 31, 2020 through September 30, 2022, as described in the staff summary on this subject, for a total contract amount not to exceed \$76,666.67, Sole Source No. 19-00267-ARLW - Routematch Licenses, Support, Maintenance and Cloud Services.

7. To Swingmaster Corporation, for the purchase of various parts for Courtland Utility Shop to service five non-revenue vehicles (swing loaders) used to repair rail, construction and snow removal operations within SEPTA's RRD and City Rail Divisions, with delivery of material on an "as required" basis over a period of 36 months commencing upon issuance of Notice-to-Proceed, as described in the staff summary on this subject, for a total contract amount not to exceed \$138,640, Sole Source No. 19-00225-AML - Swingmaster Parts.

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AUTHORIZATION TO EXECUTE AMENDMENTS

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 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 AECOM, for Amendment No. 6, which provides for a 12-month no cost time extension to the contract for the Norristown High Speed Line (NHSL) Extension Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS), thereby

establishing a new contract completion date of December 30, 2020, with the total contract price, including all amendments to date, remaining at an amount not to exceed \$6,713,623.

2. To SNC Lavalin Rail & Transit, Inc., for Amendment No. 2, which provides for an 11-month time extension of the contract to provide consultant engineering and administrative support services with respect to the building of multi-level cab and coach cars as a result of increased project support and oversight requirements associated with schedule delay, thereby establishing a new contract completion date of September 30, 2021, at an increase in cost not to exceed \$4,715,657, bringing the total contract price, including this amendment, to an amended contract amount not to exceed \$18,917,656.84.

3. To The North Highland Company, Inc., for Amendment No. 2, and to Bronner Group, LLC and Pricewaterhouse Coopers Public Sector, LLP, for Amendment No. 1, which provide for 12-month no cost time extensions of the contracts for management consulting services needed to solicit RFPs and award new contracts for such services, thereby establishing new contract completion dates of November 29, 2020, with the total contract prices, including all

amendments to date, remaining at amounts not to exceed \$700,000, \$500,000 and \$500,000 per contract, respectively.

4. To Faiveley Vapor Stone Rail Systems, a Wabtec Company, for Amendment No. 2, which provides for an additional 124 Air Generator Treatment Unit (AGTU) conversion kits for the B-IV subway fleet's HVAC System Upgrade Project and a no cost liquidated damages settlement, at an increase in cost not to exceed \$171,153.48, bringing the total contract price, including all amendments to date, to an amended contract amount not to exceed \$16,989,735.48.

5. To HDR Engineering, Inc., for Amendment No. 3, which provides for a change in the scope of services of architectural and engineering work for the Rehabilitation of Traction Power Substation Project, at an increase in cost not to exceed \$296,663, bringing the total contract price, including all amendments to date, to an amended contract amount not to exceed \$15,030,584.