

**AMENDMENT NO. 4**

Southern California Regional Rail Authority

TO CONTRACT NO. MS214-09**BETWEEN****SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY****AND VEOLIA TRANSPORTATION MAINTENANCE AND INFRASTRUCTURE, INC.****FOR TRACK, STRUCTURES AND RIGHT-OF-WAY MAINTENANCE SERVICES**

This Contract Amendment, effective October 1, 2010 is entered into by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter "Authority") and Veolia Transportation Maintenance and Infrastructure (hereinafter "Contractor").

RECITALS**WHEREAS:**

- I. Authority and Contractor entered into an agreement for track, structures and right-of-of way maintenance services on October 16, 2008.
- II. Effective July 28, 2009, the Authority amended the contract under Amendment No. 1 to revise Article 6, Payment and Invoicing, to increase contract authority in an amount not-to-exceed \$17,772,596 for work to be performed during July 1, 2009 through June 30, 2010 as funded in the FY 2009/10 Operating and Capital Budgets.
- III. Effective December 16, 2009, the Authority amended the contract under Amendment No. 2 to revise Article 6, Payment and Invoicing, Paragraph 6.1, Compensation, to increase contract authority for FY 2009/10 in an amount not-to-exceed \$5,556,014 as approved by the Board at the December 2009 meeting.
- IV. Effective July 1, 2010, the Authority amended the contract under Amendment No. 3 to increase the FY 2010/11 contract funding authority by \$18,423,149 as approved at the June 25, 2010 Authority Board meeting.
- V. The Authority hereby amends the contract under Amendment No. 4 to revise Article 2.0, Scope of Services, Section 2.2.1 Inspections, Paragraph 2.2.1A., Virtual Inspections, to reduce the number of weekly inspections without increase in contract authority.

NOW, THEREFORE, Authority and Contractor hereby:

- I. Article 2.0, Scope of Services, Section 2.2.1, Inspections, Paragraph 2.2.1.A., Visual Track Inspections shall be deleted in its entirety and replaced with the following

2.2.1.A. Visual Track Inspections At a minimum, the procedure for conducting the visual inspections shall be in accordance with the FTSS. Each inspection shall be reported on the designated forms listed in Appendix L, attached hereto. Contractor shall perform visual inspections in accordance with the following schedule:

2.2.1.A.1 Main tracks and sidings carrying passenger traffic will be inspected twice weekly with at least one calendar day interval between inspections, and with one of the inspections performed on the week-end, once on each three or four day weekend, and prior to the operation of any passenger train if no trains have operated for a period of thirty (30) hours or more.

2.2.1.A.2 All other tracks carrying freight traffic at speeds in excess of 10 MPH shall be inspected twice per week.

2.2.1.A.3 Contractor shall perform an inspection on foot of each main track turnout monthly.

2.2.1.A.4 Semi-Annually (approximately every 6 months), Contractor shall perform an inspection jointly with Authority's C&S Maintenance Contractor on all switches connected to the signal system.

2.2.1.A.5 All other track inspections shall be conducted in accordance with FTSS, including schedules of completion of such inspections.

2.2.1.A.6 Any and all tracks that connect to or approach Authority's operating main track for a minimum distance of 50 feet from the clear point shall be inspected at the same frequency as stated in Subparagraph 2.2.1.A.1 above.

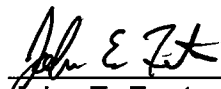
2.2.1.A.7 Contractor's track inspector shall observe and report in writing other right-of-way conditions including fences, gates, and right-of-way encroachments that could impact the safety and operations of the rail system. Contractor shall conduct such observations at the same frequency as stated in Subparagraph 2.2.1.A.1 above.


III. As hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed as of the day first above written.

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

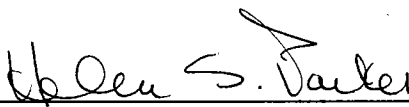
VEOLIA TRANSPORTATION
MAINTENANCE AND
INFRASTRUCTURE, INC.

By: 
John E. Fenton
Chief Executive Officer

By:  10/18/2010
Paul Marshall
Vice President

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel


Deputy