

AMENDMENT NO. 12

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 July 1, 2016, is entered into by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter "Authority") and Veolia Transportation Maintenance and Infrastructure, Inc. (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 and revise Appendix S.
- 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. Effective July 1, 2011, the Authority amended 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.

- VI. Effective January 1, 2011, the Authority amended the Contract under Amendment No. 5, to delete the Material Management scope of services and related positions and requirements of the Contract and to otherwise amend the Contract.
- VII. Effective July 1, 2011, the Authority amended the contract under Amendment No. 6 to increase the FY 2011/12 contract funding authority by **\$18,151,992** as approved at the June 10, 2011 Authority Board meeting.
- VIII. Effective April 12, 2013, the Authority amended the contract under Amendment No. 7 to revise Article 6, Payment and Invoicing, to increase annual contract authorization by **\$4,300,000** for a not-to-exceed contract authorization of **\$20,485,710** as approved at the April 12, 2013 Authority Board meeting for work to be performed during July 1, 2012 through June 30, 2013 as funded in the FY2012/13 Operating and Capital Budgets.
- IX. Effective July 1, 2014, the Authority amended the contract under Amendment No. 8 to revise Article 6, Compensation to revise Appendix S as attached; and revise Article 7, Term of Agreement to exercise the four year option and extend the period of performance from January 1, 2015 to December 31, 2018, as approved at the February 14, 2014 Authority Board Meeting.
- X. Effective September 1, 2014, the Authority amended the contract under Amendment No. 9 to revise Article 6, Compensation to revise Appendix S as attached; and revise Article 5, Annual Budget to revise due dates for services plans and annual budgets.
- XI. Effective June 30, 2015, the Authority amended the contract under Amendment No.10 to revise Article 6, Compensation to revise Appendix S as attached. The Authority also hereby amends the contract under Amendment No. 10 to establish the FY 2015/16 contract funding authority of **\$20,016,952.08** as approved at the June 12, 2015 Authority Board meeting.
- XII. Effective February 26, 2016, the Authority amended the contract under Amendment No.11 to revise Article 6, Payment and Invoicing, to increase annual contract authorization by **\$1,350,000** for a not-to-exceed contract authorization of **\$21,366,952.08** as approved at the February 26, 2016 Authority Board meeting for work to be performed during July 1, 2015 through June 30, 2016 as funded in the FY2015/16 Operating and Capital Budgets.
- XIII. The Authority hereby amends the contract under Amendment No.12 to revise Article 2, Scope of Service, Paragraph 2.2.10.C, Purchasing Decisions, Article 6, Compensation, revise Appendix S as attached and update the Contractor's key staff. The Authority also hereby amends the contract under Amendment No. 12 to establish the FY 2016/17 contract funding authority of **\$18,202,129** as approved at the June 10, 2016 Authority Board meeting.

NOW, THEREFORE, Authority and Contractor hereby amend the Contract as follows:

- I. Article 2, Scope of Service, Paragraph 2.2.10.C, Purchasing Decisions, shall be deleted in its entirety and replaced with the following:

2.2.10.C Purchasing Decisions. In making purchasing decisions, Contractor shall exercise sound business judgment as to the need to purchase any item. Contractor shall purchase, where prudent and cost-effective, from local vendors, but shall in all circumstances take into account and give full consideration to factors to include, but not be limited to: price, delivery schedule, freight charges and all applicable federal, state and local regulations. Contractor shall follow a competitive bidding process in accordance with the requirements listed in FTA Circular 4220.1F, including solicitation of bids from at least three sources for any purchase over \$3,000 and maintaining documentation to support competitiveness and reasonableness of price, including adequate justification for any sole source purchases.

- II. Article 6, Payment and Invoicing, Paragraph 6.1, Compensation, shall be deleted in its entirety and replaced with the following:

6. PAYMENT AND INVOICING

6.1 COMPENSATION

6.1.1 Authority's maximum annual payment obligation under this Agreement shall be the amount stated in the annual Approved Budget based on the rates established in Contractor's pricing schedules for the FBLC and Direct Costs, using actual and fixed unit rates, as set forth in detail at Appendix S, attached hereto.

6.1.2. Contract authorization will be established by Authority as part of the Fiscal Year annual budget approval process. Contract authorization for work to be performed during July 1, 2016 through June 30, 2017 is **\$18,202,129**, and is funded in the FY 2016/17 Operating and Capital Budgets. Recollectable work is funded by third parties. Funding for succeeding Fiscal Years will be established in accordance with Article 5 of this Agreement.

- III. Article 6, Compensation, Appendix S, is supplemented by Attachment 1, to reflect fixed unit rates for period January 1, 2017 through December 31, 2017.
- IV. Article 11.2, Contractor's Key Staff, shall be deleted in its entirety and replaced with the following:

11.2. CONTRACTOR'S KEY STAFF

The following are Contractor's Key Staff:

<u>Name</u>	<u>Role</u>
Bill Bishop	Maintenance Contract Manager
Jim Clouse	Asst. Maintenance Contract Manager
Dean Stuart	Railroad Bridge Supervisor
Daniel Sarmiento	Project Engineer
Rafael Gutierrez	Training Manager
Van Chuoy	Office Engineer
Dale Stuart	Safety Manager

XIV. 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: Arthur T. Leahy
Arthur T. Leahy
Chief Executive Officer

By: Donna M. Leahy
Donna M. Leahy
Director of Finance

APPROVED AS TO FORM:

DON O. DEL RIO
General Counsel

Don O. Del Rio

Attachment 1

EXEMPT LABOR RATES for Year 9

from Jan 1, 2017 to Dec 31, 2017

	Hourly Rates
Maintenance Contract Manager	\$174.16
Asst. Maintenance Contract Mngr.	\$149.27
Material Management Supervisor	\$105.73
Safety Manager	\$111.95
Training Manager for Contractor	\$143.06
Railroad Bridge Supervisor	\$124.41
Maintenance track supervisor	\$136.84
Office Engineer	\$161.73
Project Engineer	\$89.57
Administrative Office Manager	\$68.15
Administrative Assistant	\$38.94
IT programmer	\$136.84

Attachment 1

NON EXEMPT LABOR RATES for Year

from Jan 1, 2017 to Dec 31, 2017

9

	RE rates	OT Rates	DT rates
Railroad Bridge Inspector	\$76.93	\$113.12	\$149.30
Railroad Bridge Repair Leader	\$64.98	\$91.49	\$120.45
Railroad Bridge Repairer / Carpenter	\$54.12	\$79.16	\$104.22
RR Equipment Operator I	\$60.02	\$87.74	\$115.46
RR Equipment Operator II	\$60.02	\$87.74	\$115.46
RR Track Equipment Repairer	\$64.98	\$91.49	\$120.45
RR Track Equipment Repairer Helper	\$60.02	\$87.74	\$115.46
Railroad Track Supervisor	\$76.93	\$113.12	\$149.30
Railroad Track Repair Leader	\$64.98	\$91.49	\$120.45
Railroad Track Repairer	\$54.12	\$79.16	\$104.22
Railroad Track Welder	\$58.91	\$86.17	\$113.38
Railroad Track Welder-Helper	\$54.12	\$79.16	\$104.22
Railroad EIC (Track Flagger)	\$64.98	\$91.49	\$120.45
Material Inventory Control Assistant	\$60.02	\$87.74	\$115.46

Attachment 1

Equipment Rates for Year 9 From Jan 1, 2017 to Dec 31, 2017

- Notes:**
1. The hourly rate is set at 15% of the Daily rate.
 2. The Daily rate is set at 25% of the weekly rate.
 3. The weekly rate is set at 28% of the Monthly rate.
 4. The Authority will allow the Contractor up to 90 days to provide the requested Equipment.
 5. The equipment quoted rates shall be based on a usage of 12 Months. The rate for equipment used for less than 12 Months is subject to adjustment by agreement.
 6. All equipment shall initially be less than 2 years old unless otherwise agreed to by Authority.
 7. Service will include all normal lubricants and parts required to maintain equipment operational condition.
 8. Equipment maintenance cost shall be based on Blue Book methodology where applicable.

Equipment Line No.	EQUIPMENT DESCRIPTION					
		Hour Rate Note 1	Day Rate note 2	Week Rate Note 3	Month Rate	Hour Service Rate
WET Light Duty Trucks With Service & Fuel Included						
1	Chevy Tahoe or equivalent	\$27.73	\$184.89	\$739.55	\$2,641.26	
2	Chevy Trailblazer or equivalent	\$22.26	\$148.39	\$593.56	\$2,119.87	
3	Ford F-150 pickup truck (1/2 ton) or equivalent	\$26.24	\$174.94	\$699.77	\$2,499.18	
4	Chevy Ext. Cab 4 WD or equivalent	\$26.99	\$179.92	\$719.66	\$2,570.22	
5	Chevy Ext. Cab 2 WD or equivalent	\$26.99	\$179.92	\$719.66	\$2,570.22	
6	Ford F-250 pickup truck (3/4 ton) or equivalent with Hy-Rail	\$36.54	\$243.58	\$974.34	\$3,479.78	
7	Chevrolet 2500 Crew Cab Hi-Rail or equivalent	\$36.54	\$243.58	\$974.34	\$3,479.78	
8	Chevrolet 3500 pickup truck 6 passenger cab or equivalent	\$31.27	\$208.45	\$833.80	\$2,977.86	
Heavy Duty Trucks and Equipment With Service						
9	5-Yard Swivel Dump Truck with Hy-Rail	\$70.85	\$472.37	\$1,889.46	\$6,748.08	\$33.80
10	High Side 5 Cubic Yard Dump Trucks with trailer connections with bottom hinge tailgate.	\$40.05	\$266.99	\$1,067.96	\$3,814.13	\$13.28
11	Service Truck W/Tanks Reels (a Kenworth equivalent)	\$68.65	\$457.70	\$1,830.78	\$6,538.51	\$20.52
12	Hy-Rail Water Truck 2000 Gal. Cap	\$44.45	\$296.33	\$1,185.32	\$4,233.27	\$20.10
13	Welding van with lift gate and welder	\$37.85	\$252.32	\$1,009.28	\$3,604.57	\$14.90
14	Pettibone 441D w/ Hi-Rail (speedswing) or equivalent	\$69.96	\$466.43	\$1,865.71	\$6,663.25	\$36.31
15	26,000 Lbs. Hyd. Hi Rail Crew Cab w/ Crane	\$86.19	\$574.60	\$2,298.38	\$8,208.51	\$20.10
16	54,000 Lbs. Hyd. Hi Rail Crew Cab w/ Crane	\$106.06	\$707.08	\$2,828.33	\$10,101.17	\$22.15

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17	Boom Truck w/ Lift Basket	\$89.86	\$599.07	\$2,396.27	\$8,558.11	\$33.56
18	Prentice Loader or equivalent	\$106.49	\$709.96	\$2,839.83	\$10,142.24	\$31.51
19	Ziemen Type Tilt Trailer for Tractor or equivalent	\$7.22	\$48.10	\$192.40	\$687.15	\$4.22
20	Pettibone Reachlift with 10,000 lb Capacity or equivalent	\$43.25	\$288.31	\$1,153.24	\$4,118.72	\$17.65
21	Multiple Tamper, Jackson 6700 or equivalent	\$234.48	\$1,563.21	\$6,252.83	\$22,331.54	\$78.34
22	Ballast Regulator Kershaw M70 or equivalent	\$99.02	\$660.14	\$2,640.55	\$9,430.55	\$42.25
23	Dynamic Track Stabilizer	\$364.40	\$2,429.31	\$9,717.24	\$34,704.42	\$78.76
24	Pandrol Jackson 3000 Track tamper or equivalent	\$110.02	\$733.49	\$2,933.95	\$10,478.39	\$25.92
25	Trackmobile 4250TM car mover or equivalent	\$96.60	\$644.00	\$2,576.01	\$9,200.03	\$31.38
26	Skid Steer Type equipped with 4/1 Bucket,	\$64.72	\$431.45	\$1,725.78	\$6,163.51	\$11.73
27	Mower Deck with the ability to attach Backhoe	\$10.79	\$71.91	\$287.63	\$1,027.25	\$17.15
28	Post Hole Digger with Attachments	\$0.35	\$2.35	\$9.39	\$33.53	\$4.83
29	Rubber Tired End Ldr. (equivalent to a CAT 966)	\$129.00	\$859.98	\$3,439.90	\$12,285.37	\$23.70
30	Rubber Tired End Ldr. (equivalent to a CAT 988)	\$167.62	\$1,117.48	\$4,469.93	\$15,964.03	\$50.77
31	Backhoe 4WD (equivalent to a CAT 916B)	\$46.21	\$308.06	\$1,232.26	\$4,400.92	\$14.07
32	Trackhoe (equivalent to a CAT 245)	\$179.28	\$1,195.22	\$4,780.88	\$17,074.58	\$76.31
33	2000 CAT D6RXL, OROPS, Topcon Ripper	\$54.06	\$360.41	\$1,441.65	\$5,148.75	\$31.54
34	Teleweld Dual Rail Heater with Track Vibrator	\$88.02	\$586.79	\$2,347.16	\$8,382.71	\$57.94
35	Set of rail carts for 1660Ft. CWR Stgs.	\$127.70	\$851.31	\$3,405.26	\$12,161.64	\$17.38
36	McGregor 300 Gallon Fire Fighter	\$1.10	\$7.33	\$29.34	\$104.78	\$7.85
Equipment Line No.	EQUIPMENT DESCRIPTION	Hour Rate Note 1	Day Rate note 2	Week Rate Note 3	Month Rate	Hour Service Rate
37	Walk behind Spike puller	\$16.03	\$106.89	\$427.56	\$1,526.99	\$13.28
38	Manually Propelled Tie Adzers	\$9.01	\$60.05	\$240.21	\$857.89	\$7.85
39	Spike Puller (self propelled)Nordco Grabber	\$59.41	\$396.08	\$1,584.33	\$5,658.33	\$22.03
40	Adzer (self propelled / Ride on)	\$78.34	\$522.24	\$2,088.97	\$7,460.61	\$24.26
41	Anchor applicator (self propelled)	\$82.26	\$548.39	\$2,193.56	\$7,834.15	\$38.39
42	Ballast cribber (Kershaw 16-3)	\$43.73	\$291.52	\$1,166.07	\$4,164.53	\$55.83
43	Tie Borer (equivalent to a Geismar)	\$7.29	\$48.59	\$194.34	\$694.09	\$13.28
44	Bolt Machine	\$51.02	\$340.10	\$1,360.41	\$4,858.62	\$13.28
45	Double Wide Trailer with furniture				\$2,554.46	