



METROLINK.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
900 Wilshire Blvd. Suite 1500 Los Angeles, CA 90017

metrolinktrains.com

AMENDMENT NO. 3 TO CONTRACT NO. OP137-17

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND BOMBARDIER MASS TRANSIT CORPORATION

FOR

EQUIPMENT MAINTENANCE SERVICES

This Contract Amendment, effective June 12, 2019 is entered into by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter "Authority") and BOMBARDIER MASS TRANSIT CORPORATION (hereinafter "Contractor").

RECITALS

WHEREAS:

- I. The Authority and Contractor entered into a Contract for Equipment Maintenance Services on September 23, 2016.
- II. Effective June 22, 2017, the Authority amended the Contract under Amendment No. 1 to include in Appendix L, Pricing and Terms Conditions, a list of PPE and supplies to be provided by Contractor and the Authority for use by Contractor; and include in Appendix L, pricing form for special projects.
- III. Effective October 24, 2017, the Authority amended the Contract under Amendment No. 2 to replace Appendix L, Pricing and Terms Conditions, a revised pricing form for special projects.
- IV. The Authority hereby amends the Contract under Amendment No. 3 to add section 2.14.4, and replace the following sections: 6.2.3.A; 6.2.3.C; 6.2.3.D; 6.2.4.A; 6.2.4.B, and delete section 6.2.3.B.

NOW, THEREFORE, Authority and Contractor hereby:

- I. Add under Article 2.0, Scope of Work, Section 2.12.4, 'Unplanned Resources'; Replace in its entirety under Article 6.0, Payment and Invoicing, Section 6.2.3.A, 6.2.3.C, 6.2.3.D, and delete section 6.2.3.B, 'Performance Incentive Payments for

2.12.4. Unplanned Resources

Bombardier Transit Corporation will continue to provide one of its employees, an unplanned resource, to perform repairs on small parts at no cost to SCRRA allowing SCRRA to minimize the cost incurred by its Material Control Department. This unplanned resource will be provided at no cost until 06/30/2020.

6.2.3. Performance Incentive Payments for Contractor and Key Subcontractors

6.2.3.A. Beginning in the second year of this Agreement, Contractor's employees and managers shall have the right to earn incentives of one and a half percent 1.5

6.2.3.C. Distribution of incentive payments will be made to Contractor's and key Subcontractor's Covered Employees and Exempt Employees at the completion of the second full twelve-month period of performance of this Agreement and will be based on improvement as documented during that same twelve-month performance period; provided, however, that such incentive payments will be made only if the Authority has confirmed (which confirmation shall not unreasonably be withheld) that the quality of Services provided by Contractor justifies payment of such incentives. The incentive fund pool is to be distributed at an equal rate of distribution to each employee. Notwithstanding the preceding, an employee shall only be entitled to receive incentives if said employee has respected the monthly attendance criteria;

6.2.3.D. Authority shall provide Contractor and Subcontractor with notice of intent to reduce the pool of funds available for making employee incentive payments pursuant to this Agreement or otherwise.

6.2.4. Performance Incentives/Disincentives Payments for Fleet Monthly Availability

6.2.4.A. Beginning in the second year of this Agreement, Fleet Monthly Availability will be a key performance indicator used to establish monthly incentive/disincentive payments paid to the Contractor.

6.2.4.B. After the SCRRA agrees with the monthly availability key performance indicator submitted by the contractor, the incentive payment will be added to Contractor's Monthly invoice disincentive amounts will be deducted from Contractor's Monthly The amount of incentive or disincentive is determined by the total monthly average availability percentage, see Appendix G.

Contractor and Key Subcontractors'; Replace Section 6.2.4.A and 6.2.4.B. 'Performance Incentives/Disincentives Payments for Fleet Monthly Availability' as attached hereunder.

II. 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.

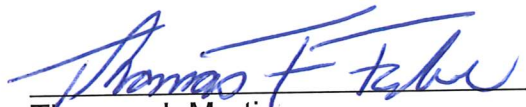
SOUTHERN CALIFORNIA
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BOMBARDIER MASS TRANSIT
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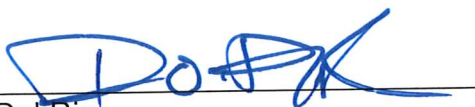
By:


Stephanie N. Wiggins
Chief Executive Officer

By:


Thomas J. Martin
General Manager, Americas Division
Vice President, AMERICAS

APPROVED AS TO FORM:


Don O. Del Rio
General Counsel

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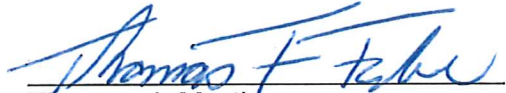
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BOMBARDIER MASS TRANSIT
CORPORATION

By: 
Stephanie N. Wiggins
Chief Executive Officer

By: 
Thomas J. Martin
General Manager, Americas Division
Vice President, Americas


MARC FOISY
Head of Project Management

APPROVED AS TO FORM:


Don O. Del Rio
General Counsel