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**AMENDMENT NO. 4 TO CONTRACT NO. OP137-17**

**BETWEEN**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

**AND BOMBARDIER MASS TRANSIT CORPORATION**

**FOR**

**EQUIPMENT MAINTENANCE SERVICES**

This Contract Amendment, effective December 23, 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. Effective June 12, 2019, the Authority amended the Contract under Amendment No. 3 to add section 2.14.4, 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.
- V. The Authority hereby amends the contract under Amendment No. 4 to delete Section 2.10.1.C in its entirety and replace it with the Section 2.10.1.C contained herein.

NOW, THEREFORE, Authority and Contractor hereby:

- I. Delete Section 2.10.1.C in its entirety and replace it with the following:

2.10.1.C. Inventory Control

2.10.1.C.1 The Authority and the Contractor shall develop jointly an **Inventory Maintenance Plan** (CDRL 2.10-01). The Plan shall detail the amount of Inventory required to support scheduled periodic maintenance. The plan shall be jointly reviewed and updated quarterly (each, an **Inventory Maintenance Plan Update**) (CDRL 2.10-02), or more frequently if required.

2.10.1.C.2 The Authority, working together with the Contractor, will coordinate accordingly to ensure no material shortages occur, shall determine the minimum and maximum levels and reorder point of each item to be maintained in Inventory by the Authority as part of the Inventory Maintenance Plan.

2. 10. 1. C. 3 Based on the VFMP, the Contractor shall designate each item of critical or unique material (the "critical material") and shall collaborate with the Authority to determine necessary stocking levels in order to ensure continuous availability during seasonal demands and to support fluctuations in lead times that typically occur. Critical material must be available in sufficient quantities to support the operation of Agreement Services.

2.10.1.C.4 For the Inventory Maintenance Plan, the Contractor shall determine minimum levels of necessary common use material to be stocked at all secure outlying points to support troubleshooting and running repair of locomotives and coaches to avoid train delays or inoperative or unusable locomotives or coaches.

2.10.1.C.5 The Contractor shall develop for the Inventory Maintenance Plan a quarterly forecast and submit to the Agency for all material needs with special attention given to long lead time items as well as material from overseas suppliers until fleet size has been stabilized as dictated by the Agency; at which point frequency of Inventory Maintenance Plan submittal by Contractor will be yearly.

- a. The Contractor and the Authority shall develop and implement a process for generating and maintaining a None on Hand Material List (CDRL 2.10-03) for tracking of stock outs as well as a process for reconciling the None-on-Hand items including expedited delivery, alternate sourcing, inventory adjustments, etc. There can only be one officially sanctioned None On Hand Material List, which is jointly reviewed monthly.
- b. There shall be a procedure for populating the list and all additions and deletions must follow this process. Included with each entry must be the item number, item description, economic order quantity, and any other pertinent information (e.g. workarounds, units held out of service awaiting material, delays in fleet maintenance and repairs)
- c. The list shall be prioritized by criticality, length of time of stock out, and the extent to which it is unique (i.e. there is lack of alternate vendors for the material).
- d. A joint meeting shall be convened monthly to review and act upon the status of each item on the list and other material inventory issues. An updated None on Hand Material List shall be generated following each of these meetings detailing actions to be taken and responsible party.

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

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

**BOMBARDIER MASS TRANSIT CORPORATION**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

By:   
Thomas Faber  
Vice President

By:   
Stephanie N. Wiggins  
Chief Executive Officer

By:   
Julie Turgeon  
Vice President, Contracts and Legal Affairs

**APPROVED AS TO FORM:**

  
Don O. Del Rio  
General Counsel