

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness 7<sup>th</sup> Floor  
San Francisco, California 94107**

**Amendment Two to  
Agreement between the City and County of San Francisco and  
AnsaldoBreda Inc.  
LRV Doors and Steps Reconditioning and Systems Rehabilitation**

This Amendment is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, in the City and County of San Francisco, State of California, by and between: AnsaldoBreda Inc., a Delaware corporation ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA") (collectively, the "Parties").

**Recitals**

A. On or about October 29, 2009, City and Contractor entered into Contract No. APT 591-01 for reconditioning the doors and steps and rehabilitating systems in 143 of SFMTA's light rail vehicles ("Contract" or "Agreement").

B. On June 2, 2010, City and Contractor entered into Amendment One to Agreement to rehabilitate 34 car sets of trucks.

C. The Parties wish to amend the Contract to remove the doors and steps and air supply unit scope of work from the Contract, eliminate the maintenance training requirement, alter the spare parts requirements, and rehabilitate 41 additional car sets of trucks with options for up to 71 more, and extend the term of the Contract by 11 months to allow for extra work and procurement of parts required to perform the work.

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Section 2 of Agreement (Term of the Agreement) is amended to read as follows:**

**2. Term of the Agreement**

Subject to Section 1, this Agreement shall commence on the Effective Date and terminate no later than October 31, 2018 (should all Options be exercised as provided in Section 70).

2. **Section 5.1 (Amount of Contract) is deleted and replaced with the following:**

**5. Compensation**

5.1 **Amount of Contract.** In no event shall the amount of this Agreement exceed One Hundred Four Million, Two Hundred Sixty-Three Thousand, Three Hundred Fifty-Four Dollars (\$104,263,354).

3. **Section 66.1 (Delivery Rate) is amended to read as follows:**

66.1 **Delivery Rate.** Vehicle deliveries shall be in accordance with the Project Delivery Schedule (Exhibit B). SFMTA cannot have more than five LRVs out of service at any one time for rehabilitation work and related activities, including pre-inspection, transit,

rehabilitation, testing or commissioning. Option deliveries shall be in accordance with the Project Delivery Schedule (Exhibit B). SFMTA cannot have more than five sets of trucks out of service at any one time for rehabilitation work and related activities, including pre-inspection, transit, or rehabilitation.

**4. A new Section 70 is added to the Agreement to read as follows:**

**70. Options for Rehabilitation of Additional Trucks**

At the option of the SFMTA, Contractor shall perform rehabilitation of additional trucks (See Options 1, 2 and 3, Items 2.3, 2.4 and 2.5 on the Payment Schedule - Exhibit C). Exercise of these options is subject to availability of funds, as certified by the Controller, and is within the sole and exclusive discretion of the Director of Transportation. The options may only be exercised by a letter signed by the Director of Transportation.

**5. Exhibit B of the Agreement is deleted and replaced by a new Exhibit B, attached to this Amendment and incorporated by reference as though fully set forth.**

**6. Exhibit C of the Agreement is deleted and replaced by a new Exhibit C, attached to this Amendment and incorporated by reference as though fully set forth.**

**7. The Technical Specifications are amended to replace Section TP05M1 (Truck and Suspension Systems) with a new Section TP05M1 (Truck and Suspension Systems), which is attached to this Amendment and incorporated by reference as though fully set forth.**

**8. Contractor acknowledges and agrees that the amounts agreed for the work described above, and/or the extension of time granted herein, with or without cost, shall be full accord and satisfaction for all past, current and prospective costs incurred in connection with Contractor's performance of all work under the contract up to and including the work covered under this Amendment Two, without limitation. Said costs may include, but are not limited to, costs for labor, materials, equipment, disruption, lost productivity, escalation, delay, extended overhead, administration and extended performance time. Contractor releases the City from all claims for which full accord and satisfaction is hereby made, as set forth above.**

**9. Effective Date.** Each of the modifications set forth above shall be effective on and after all parties have signed the Amendment.

**10. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Municipal Transportation Agency

\_\_\_\_\_  
Edward D. Reiskin  
Director of Transportation

Municipal Transportation Agency  
Board of Directors

Resolution No. \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Approved as to Form:

Dennis J. Herrera  
City Attorney

By \_\_\_\_\_  
Robin M. Reitzes  
Deputy City Attorney

Board of Supervisors

Resolution No. \_\_\_\_\_

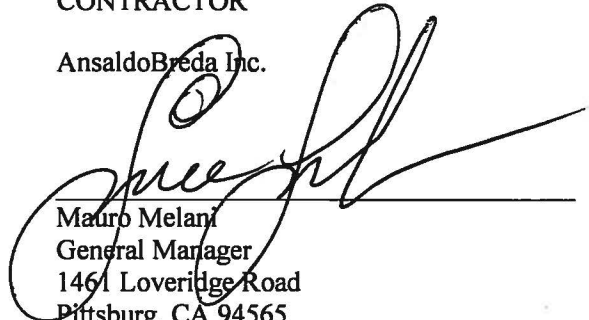
Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk of the Board

CONTRACTOR

AnsaldoBreda Inc.

  
\_\_\_\_\_  
Mauro Melani  
General Manager  
1461 Loveridge Road  
Pittsburg, CA 94565

City vendor number: 41208

**EXHIBIT B**  
**PROJECT DELIVERY SCHEDULE**

**Delivery of 143 Rehabilitated Light Rail Vehicles and Associated Deliverables**

<b>DELIVERY MILESTONE</b>	<b>No. of Days</b>	<b>AFTER NTP</b>
a. Acceptance of Management Work Plan, Master Baseline Schedule	+30	30 days
b. Delivery of Pilot LRV ready for acceptance testing no later than	+150	180 days
c. Delivery of successful testing and Conditional Acceptance of the Pilot Car no later than	+30	210 days
d. Completion of successful testing and Conditional Acceptance of Second car	+60	270 days
e. Completion of successful testing and Conditional Acceptance of 143 <sup>rd</sup> car	+1341	1611 days
f. Option 1	+170	1781 days
g. Option 2	+170	1951 days
h. Option 3	+170	2121 days

Milestone requirements are detailed in Section 67 of the Contract and in Section TP01.08 of the Technical Provisions.

Note: 231 working days (*i.e.*, 11 months) have been added to the Schedule for the extra work (transom joint work) and for procurement of parts, including long-lead items, required to perform the work under Amendment Two. The new completion date for the Contract (without options) is October 18, 2016. Each Option has time added for the extra work and for procurement of materials. The completion date for Option 1 is June 18, 2017; the completion date for Option 2 is February 18, 2018; and the completion date for Option 3 is October 18, 2018.

**EXHIBIT C  
PRICE SCHEDULE**

**FOR SFMTA REHABILITATION OF IDENTIFIED SUBSYSTEMS FOR 143 LRVs**

<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total Price</b>
1.1	Rehabilitated couplers (electrical and mechanical) complete assembly (A)	143	\$53,500	\$7,650,500
1.2	Rehabilitated doors and steps complete assembly (B)	86	\$203,963	\$17,540,818
1.3	Replacement PSC-2 Wiring Harnesses (C)	143	\$6,860	\$980,980
1.4	Re-designed new articulation wiring and harnesses complete assembly (D)	143	\$37,306	\$5,334,758
1.5	Rehabilitated air supply units complete assembly (E)	86	\$24,003	\$2,064,258
1.6.	Replacement of Center Pins and Traction Motor Bearings (F)	143	\$11,210	\$1,603,030
1.7	Program Management, Engineering, QA Support (G)	1	\$2,813,410	\$2,813,410
<b>Subtotal of Item 1 – Rehabilitation of Couplers, Air Supply Units, Doors and Steps, Articulation Wiring and harnesses for 143 LRVs, CDRLs, Transport of Vehicle to Contractor facility and return to SFMTA facility, Site Support &amp; Warranty</b>				<b>\$37,987,754</b>
2.1	Rehabilitate Motored and Non-Motored Trucks of the LRVs	34	\$334,223	\$11,363,582
2.2	Rehabilitate Motored and Non-Motored Trucks of the LRVs	41	\$365,848	\$14,999,768

2.3	Option 1 - Rehabilitate Motored and Non-Motored Trucks of the LRVs (expiration June 2015)	24	\$402,654	\$9,663,696
2.4	Option 2 - Rehabilitate Motored and Non-Motored Trucks of the LRVs (expiration December 2015)	24	\$410,272	\$9,846,528
2.5	Option 3 - Rehabilitate Motored and Non-Motored Trucks of the LRVs (expiration June 2016)	23	\$418,045	\$9,615,035
<b>Subtotal of Item 2 – Rehabilitation of Motored and Non-Motored Trucks</b>				<b>\$55,488,609</b>
3.01	Re-designed new articulation wiring and harness; a. Jumper Cables b. Bulkhead Connectors Articulation Wiring Spares	10	\$21,871	\$218,710
3.02	Gearbox Spares (Axle Quill assy)	29	\$113	\$3,277
3.03	Gearbox Spares (117 Teeth Gear)	29	\$3,518	\$102,022
3.04	Gearbox Spares (Pinion Shaft)	29	\$1,192	\$34,568
3.05	Brake Caliper Spares (Large Lever Arm)	151	\$626	\$94,526
3.06	Brake Caliper Spares (Complete Caliper)	18	\$15,501	\$279,018
3.07	Coupler Spares (Complete Coupler)	4	\$128,779	\$515,116
3.08	Coupler Spares (Pneumatic Hoses)	116	\$452	\$52,432
3.09	Coupler Spares (Bridge)	205	\$3,696	\$757,680

3.10	Traction Motor Spares (Fan)	10	\$1,180	\$11,800
3.11	Traction Motor Spares (Speed Sensors)	25	\$709	\$17,725
<b>Subtotal of Item 3 - Spares</b>				<b>\$2,086,874</b>
<b>4.</b>	<b>Allowance for latent or unforeseen mechanical conditions</b>			<b>\$2,250,000</b>
<b>5.</b>	<b>Sales tax on materials (reimbursable)</b>			<b>\$4,299,074</b>
<b>6.</b>	Termination Costs (cost of parts remaining in inventory and on order due to reduction of doors and steps quantity from 143 to 86 – a list of said parts is attached as Exhibit C-1)			<b>\$1,957,831</b>
<b>7.</b>	Termination Costs (cost of parts remaining in inventory and on order due to reduction of air supply units quantity from 143 to 86 – a list of said parts is attached as Exhibit C-2)			<b>\$193,212</b>
<b>CONTRACT TOTAL (1+2+3+4+5+6+7)</b>				<b>\$104,263,354</b>