

**AMENDMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
VENTURA COUNTY TRANSPORTATION COMMISSION  
AND  
RAILPROS, INC.**

This Amendment No. 2 (“Second Amendment”) is made as of this \_\_\_\_\_ day of May, 2024 (“Effective Date”) by and between the VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”), and RailPros, Inc. (“Consultant”). Consultant and VCTC are sometimes referred to herein together as the “Parties” and singularly as a “Party”.

**RECITALS**

**WHEREAS**, VCTC and Consultant entered into an agreement on June 5, 2023, pursuant to which Consultant agreed to complete planning, design, and environmental compliance to reconstruct the Sespe Creek Overflow Bridge on the Santa Paula Branch Line (“Agreement”); and,

**WHEREAS**, VCTC and Consultant executed Amendment No. 1 to the Agreement on April 15, 2024; and,

**WHEREAS**, on February 4-5, 2024, an atmospheric river storm caused additional erosion behind the abutment and underneath the railroad track structure, exposing approximately 50 additional feet of track beyond the damage caused by the January 2023 storm; and

**WHEREAS**, additional survey and analysis of the post-storm conditions are needed to determine the type and quantities of fill material needed to repair the damaged structure and protective measures necessary to provide near- and long-term resilience of the Sespe Creek Overflow Railroad Bridge, while preventing additional damage to the County’s Old Telegraph Road Bridge and surrounding private properties upstream and downstream of the bridges; and,

**WHEREAS**, the additional survey and analysis work exceeds the anticipated level of work included in the original scope of work for the RailPros design contract but is within the overall scope of services; and,

**WHEREAS**, given uncertainties related to the findings of the various stages of survey and analysis, the amended contract shifts from a fixed price, lump sum contract to a time and materials basis for all remaining work under the Scope of Services and the additional scope added pursuant to this Amendment No. 2 beginning February 9, 2024; and,

**NOW THEREFORE**, VCTC and Consultant agree as follows:

1. Article I – INTRODUCTION is revised as follows:

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work, as amended, and the approved CONSULTANT’s Cost Proposals dated May 12, 2023 and April 26, 2024. The approved CONSULTANT’s Cost Proposals dated May 12, 2023 and April 26, 2024 are attached hereto

Amendment 2 to RailPros Agreement for Planning Design and Environmental Compliance  
to Reconstruct Sespe Bridge

(Attachments A and B) and incorporated by reference. If there is any conflict between the approved Cost Proposals and this AGREEMENT, this AGREEMENT shall take precedence.

2. Article III – STATEMENT OF WORK, Section A – CONSULTANT SERVICES, is revised to add Subsection f, as follows:

f. Hydraulic and geomorphological analysis of Sespe Creek to update the bridge design plans and specifications in response to additional damage sustained during the February 2024 storms.

3. Article IV – PERFORMANCE PERIOD, Section A, is revised as follows:

A. This AGREEMENT shall go into effect on June 5, 2023, contingent upon approval by VCTC and CONSULTANT shall commence work after notification to proceed by VCTC’s Contract Administrator. This AGREEMENT shall end on December 31, 2025, unless extended by AGREEMENT amendment.

4. Article V – ALLOWABLE COSTS AND PAYMENTS, Sections A and E are revised as follows:

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and VCTC. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by VCTC. Beginning February 9, 2024, all work as described in the proposal dated April 26, 2024 will be billed on a time and materials basis with a not-to-exceed amount of \$1,301,952.00 for all work beginning February 9, 2024 as described in the proposal dated April 26, 2024.

E. The total amount payable by VCTC shall not exceed \$2,273,950.00.

Except to the extent amended herein, all other provisions of the Agreement remain in full force and effect.

This First Amendment may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one original, which shall be binding upon and effective as to all Parties.

IN WITNESS THEREOF, the parties have executed this Second Amendment on the \_\_\_\_\_ day of May, 2024.

VENTURA COUNTY TRANSPORTATION COMMISSION

by: \_\_\_\_\_  
Martin Erickson, Executive Director

Approved as to form

by: \_\_\_\_\_  
Steve Mattas, General Counsel

Attest:

by: \_\_\_\_\_  
Roxanna Ibarra, Clerk of the Board

RAILPROS, INC.

by: \_\_\_\_\_  
Its: