

**AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
RAILPROS, INC.
FOR CONSTRUCTION MANAGEMENT SERVICES
TO RECONSTRUCT THE SESPE CREEK OVERFLOW BRIDGE
ON THE SANTA PAULA BRANCH LINE**

This Amendment No. 2 ("Second Amendment") is made as of this ____ day of September, 2025 ("Effective Date") by and between the VENTURA COUNTY TRANSPORTATION COMMISSION ("VCTC"), and RailPros, Inc. ("CONTRACTOR"). CONTRACTOR and VCTC are sometimes referred to herein together as the "Parties" and singularly as a "Party".

RECITALS

WHEREAS, VCTC and CONTRACTOR entered into an agreement on February 2, 2024, pursuant to which CONTRACTOR agreed to provide construction management services to reconstruct the Sespe Creek Overflow Railroad Bridge on the Santa Paula Branch Line ("Agreement"), with plans to proceed with construction of the bridge as designed; and,

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

WHEREAS, in October of 2024, VCTC approved and executed Amendment No. 1 to the Agreement with RailPros to increase the not-to-exceed amount and to extend the period of performance to provide services to oversee emergency embankment stabilization work related to these disasters; and,

WHEREAS, additional resources are needed to conduct daily biological monitoring and reporting in compliance with the Regional General Permit # 63 dated August 21, 2025 issued by the U.S. Army Corps of Engineers and associated water diversion and fish protection plans for the Sespe Creek Overflow railroad bridge to ensure bridge repairs are conducted in a safe and effective manner in compliance with applicable State and Federal laws and regulations, permits, and engineering standards and practices; and,

WHEREAS, the additional biological monitoring and reporting requirements were not anticipated level in the original scope of work for the RailPros construction management contract, but is within the overall scope of services; and,

WHEREAS, the Parties desire to amend pursuant to Amendment No. 2 to the Agreement to revise the Scope of Work and increase the Not to Exceed Amount to account for the additional Scope.

NOW THEREFORE, VCTC and CONTRACTOR 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 CONTRACTOR's Cost Proposals dated February 2, 2024, September 24, 2024, and August 25, 2025. The approved CONTRACTOR's Cost Proposals are attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

2. Article V – ALLOWABLE COSTS AND PAYMENTS, Section E is revised as follows:

E. The total amount payable by VCTC shall not exceed \$1,296,647.33.

3. Exhibit A to the Agreement is amended to include the CONTRACTOR's Cost Proposal dated August 25, 2025, attached to this Amendment No. 2 as Exhibit 1, which includes cost and scope to provide daily biological monitoring to support the permanent bridge reconstruction project.

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

This Second 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 First Amendment on the _____ day of September, 2025.

VENTURA COUNTY TRANSPORTATION COMMISSION

by: _____
Martin Erickson, Executive Director

Approved as to form

by: _____
Lindsay D'Andrea, General Counsel

Attest:

by: _____
Roxanna Ibarra, Clerk of the Board

RAILPROS, INC.

by: _____
Its:

Exhibit 1

“Cost Proposal Dated August 25, 2025 for Daily Biological Monitoring Work”