

**AMENDMENT NO. 5
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. 5 (“Fifth Amendment”) is made as of this ____ day of April, 2026 (“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, 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; and,

WHEREAS, VCTC approved and executed Amendment No. 2 to the Agreement with RailPros to extend the period of performance through December 31, 2025 and to increase the not-to-exceed amount to provide additional resources 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, VCTC approved and executed Amendment No. 3 to the Agreement with RailPros on November 7, 2025 to increase the not-to-exceed amount; and,

WHEREAS, VCTC approved and executed Amendment No. 4 to the Agreement with RailPros on February 4, 2026 to increase the not-to-exceed amount; and,

WHEREAS, the Sespe Creek Overflow railroad bridge repair experienced project delays due to regulatory agency engagement and significant winter storms resulting in high water flows leading to unfavorable construction conditions in Sespe Creek Overflow; and,

WHEREAS, additional construction management oversight and continued biological monitoring and reporting requirements exceed the anticipated level of work included in the original

scope of work for the RailPros construction management contract, but are within the overall scope of services; and,

WHEREAS, on April 3, 2026, the Ventura County Transportation Commission Board approved Amendment No. 5 to the Agreement with RailPros for Construction Management Services to increase the not-to-exceed amount by up to \$355,338.02; and,

WHEREAS, the Parties desire to amend the Agreement to revise the Scope of Work and increase the Not to Exceed Amount to account for the additional time required to complete the bridge repair project.

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, August 25, 2025, October 26, 2025, December 23, 2025, and February 11, 2026. The approved CONTRACTOR's Cost Proposal is attached hereto (Attachment A - Revised) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
2. Article IV – PERFORMANCE PERIOD, Section A is revised as follows:
 - A. This AGREEMENT shall go into effect on February 2, 2024 and CONTRACTOR shall commence work after notification to proceed by VCTC's Contract Administrator. The AGREEMENT shall terminate on December 31, 2026, unless extended by AGREEMENT amendment.
3. Article V – ALLOWABLE COSTS AND PAYMENTS, Section E is revised as follows:
 - E. The total amount payable by VCTC shall not exceed \$2,093,132.47.

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

This Fifth 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 Fifth Amendment on the _____ day of April, 2026.

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:

ATTACHMENT A – REVISED

“Cost Proposal”