

**AMENDMENT NO. 1
TO
AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
GRANITE CONSTRUCTION, INC.
SESPE CREEK OVERFLOW RAILROAD BRIDGE REPAIR
ON THE SANTA PAULA BRANCH LINE**

This Amendment No. 1 (“First Amendment”) is made as of this ____ day of May, 2026_ (“Effective Date”) by and between the VENTURA COUNTY TRANSPORTATION COMMISSION (“VCTC”), and Granite Construction, 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 June 9, 2025, pursuant to which CONTRACTOR agreed to provide construction services to reconstruct the Sespe Creek Overflow Railroad Bridge on the Santa Paula Branch Line (“Agreement”); and,

WHEREAS, VCTC issued a Limited Notice to Proceed (LNTP) on June 11, 2025, which enabled Granite to prepare submittals, complete survey, install stormwater pollution prevention materials, and deliver materials and equipment to the site, pending receipt of required regulatory permits; and,

WHEREAS, upon receipt of the Regional General Permit # 63 dated August 21, 2025 issued by the U.S. Army Corps of Engineers, VCTC issued a full Notice to Proceed (NTP); 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 in Sespe Creek Overflow; and,

WHEREAS, VCTC and the Construction Management team have worked with Granite to minimize change orders and cost overruns, however, costs determined to be reasonable associated with change order requests have exceeded the available contingency, but are within the scope of services; and,

WHEREAS, the Parties desire to amend the Agreement to increase the contingency and total contract amount not-to-exceed to account for costs associated with weather-related project delays and additional costs for environmental compliance activities necessary to complete the bridge repair project.

NOW THEREFORE, VCTC and CONTRACTOR agree as follows:

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

E. The total amount payable by VCTC pursuant to this Agreement and for this Project shall not exceed \$6,454,782.50, with a 16.2% contingency of \$1,045,478.25, for a total contract amount not to exceed \$7,500,260.75. Prior written approval by VCTC's Contract Administrator is required before expenditure of any portion of the contingency funds.

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 Fifth Amendment on the _____ day of May, 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

GRANITE CONSTRUCTION COMPANY, INC.

by: _____
Its: