

June 26, 2026

Project: VCTC Sespe Creek Overflow Bridge Reconstruction

Subject: Contract Amendment No. 6

Ventura County Transportation Commission
751 E. Daily Dr. Ste. 420
Camarillo, CA 93010

Dear Mrs. Fagan,

RailPros respectfully submits this request for additional construction management funding to support completion of the Sespe Creek Overflow Railroad Bridge Repair Project on the Santa Paula Branch Line. The requested contract amendment would increase All Hands Bio's (AHB) contract value to fully provide project support, fish surveys, biological monitoring and agency reporting while reducing GHD's contract value to offset the increase. This proposed amendment would increase AHB's contract by **\$247,521.00**, reducing GHD's contract value by **\$65,467.47** and increase RailPros contract by **\$19,536.91** resulting in a total increase of funding of **\$201,590.44**. This amendment would set the new total contract value at **\$2,279,295.16**.

On May 15, 2026, the California Department of Fish and Wildlife (CDFW) issued an Incidental Take Permit (ITP) to the project. This ITP encompassed much more stringent requirements for our biological support staff such as planning, coordination and implementation of the diversion and associated work activities, fish surveys, clearance and relocations services, biological monitoring and reporting. Additional requirements included Worker Environmental Awareness Program training. One other factor that is influencing this amendment is the more stringent qualification process and experience level CDFW is applying to approve qualified biologists. To date, CDFW has approved two qualified biologists from AHB, but GHD does not have available staff meeting the qualifications.

Immediately after these developments in the project, the construction management team evaluated future biological staffing needs and determined that AHB would need to provide a much greater level of effort while we could significantly reduce scope and fee for GHD.

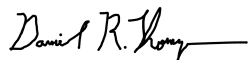
Below is the summary of biological staff roles and responsibilities:

- AHB will provide all reporting services

- Period of performance (including closeout) through October 31, 2027 which takes into account substantial completion September 30, 2026.
- GHD includes 3 days of optional field support should any storm event occur for two staff members (24 hours labor & ODCs)
- GHD includes 2 days of closeout support for two staff members (16 hours labor & ODCs)
- AHB will lead permit closeout process. GHD will include 40 hours for Sam Moose & 10 hours for Kristine Gaspar for miscellaneous permitting support.

One other factor is driving the need for both increased CM coverage and increased biological monitoring. The contractor will begin schedule acceleration in July 2026 which increases work days to include all Saturdays between July and mid October. This adds 150 hours of CM coverage, 22 additional days and 104 additional hours of biological monitoring.

Sincerely,



Dan Thompson
RailPros, Inc.
Associate Vice President

Sespe Creek Overflow Bridge Reconstruction Project - Construction Management Services				
Task	Consultant	Current Contract Value	Amendment #6 Request	New Contract Value
1 - Preconstruction	RailPros	\$ 193,524.53	\$ -	\$ 193,524.53
2 - Construction	RailPros	\$ 441,037.94	\$ -	\$ 441,037.94
3 - Post Construction	RailPros	\$ 72,216.68	\$ -	\$ 72,216.68
4a - Emergency Slope Repair - Research, Support, Bid development & Meetings	RailPros	\$ 60,785.00	\$ -	\$ 60,785.00
4b - Emergency Slope Repair - CM Services	RailPros	\$ 143,801.22	\$ -	\$ 143,801.22
Sub GHD - Emergency Slope Repair - ENV Monitoring	GHD	\$ 131,282.61	\$ -	\$ 131,282.61
Sub C&S Associates - Emergency Slope Repair - Labor Compliance	C&S Assoc	\$ 5,385.00	\$ -	\$ 5,385.00
Sub C&S Associates - Bridge Reconstruction - Labor Compliance	C&S Assoc	\$ 16,000.00	\$ -	\$ 16,000.00
Sub GHD - Original Scope Bridge Reconstruction	GHD	\$ 26,747.66	\$ -	\$ 26,747.66
Sub RSE - Bridge Reconstruction	RSE	\$ 46,318.72	\$ -	\$ 46,318.72
GHD Amendment #2 - Daily Biological Monitoring during Bridge Reconstruction (Through December 2025)	GHD	\$ 159,547.97	\$ -	\$ 159,547.97
C&S Associates Amendment #3 - One additional Month	C&S Assoc	\$ 2,375.00		\$ 2,375.00
RailPros Amendment #3 - Increased Construction services through 28 February 2026	RailPros	\$ 258,030.59		\$ 258,030.59
Railpros Amendment #3 ODC Hotel lodging (17 - Dec, 17 - Jan, 15 - Feb @ \$100)	RailPros	\$ 4,900.00		\$ 4,900.00
GHD Amendment #3 Daily Biological Monitoring during Bridge Reconstruction through January 2026	GHD	\$ 50,000.00		\$ 50,000.00
GHD Amendment #4 Daily Biological Monitoring and ITP application support through Feb 28, 2025.	GHD	\$ 76,512.52		\$ 76,512.52
All-Hands Biological Amendment #4 CM Support	AHB	\$ 49,329.00		\$ 49,329.00
Railpros Amendment #5 - CM Services through August 2026	RailPros	\$ 283,955.28		\$ 283,955.28
GHD Amendment #5 Biological Support	GHD	\$ 18,000.00		\$ 18,000.00
All-Hands Biological Amendment #5 CM Support	AHB	\$ 20,000.00		\$ 20,000.00
C&S Associates Amendment #5 - Labor Compliance through August 2026	C&S Assoc	\$ 17,955.00		\$ 17,955.00
RailPros Amendment #6 - 15 Saturdays @ 10 hours	RailPros		\$ 19,536.91	\$ 19,536.91
All-Hands Biological Amendment #6 Biological Monitoring and Reporting Support	AHB		\$ 247,521.00	\$ 247,521.00
GHD Amendment #6 - Biological Monitoring Deduction	GHD		\$ (65,467.47)	\$ (65,467.47)
TOTAL Contract Value	ALL	\$ 2,077,704.72	\$ 201,590.44	\$ 2,279,295.16

	Current Contract Value	Proposed Amendment 6	New Contract Value
RailPros	\$ 1,458,251.24	\$ 19,536.91	\$ 1,477,788.15
RSE	\$ 46,318.72	\$ -	\$ 46,318.72
C&S Associates	\$ 41,715.00	\$ -	\$ 41,715.00
GHD	\$ 462,090.76	\$ (65,467.47)	\$ 396,623.29
AHB	\$ 69,329.00	\$ 247,521.00	\$ 316,850.00



June 26, 2026

Dan R. Thompson, CCM, Associate Vice President
RailPros
270 E. Bonita Avenue, Suite 100
Pomona, California 91767
Dan.thompson@RailPros.com

RE: Amended Cost Proposal for Biological Services for the Sespe Creek Overflow Bridge Repair Project in Fillmore, Ventura County, California

Dear Mr. Thompson:

All Hands Biological (All Hands) is pleased to continue its partnership with RailPros (Client) providing fisheries expertise and biological technical support for the Sespe Creek Overflow Emergency Bridge Repair Project (Project), in the town of Fillmore, Ventura County.

This amendment increases the hours required in Tasks 1 (Project Support) and Task 3 (Biological Monitoring) to adjust to an acceleration and extended schedule to meet the Project's timeline and provide the resources necessary to prepare and submit the Project's habitat restoration plan consistent with the Project's Incidental Take Permit (ITP) No. 2081-2025-078-05.

SCOPE OF WORK

Task 1 – Project Support Services

All Hands will continue to provide project support to help facilitate planning, coordination, and implementation of the Project's protective measures as it relates to the diversion and associated work activities. This includes coordination with the Client and Project team, participating in weekly meetings, agency coordination, updating worker education materials, reviewing and providing comments on various Project plans, supporting construction sequencing, or other documents as they pertain to biological resources protection and permit compliance. In addition, All Hands will coordinate with the resource agencies to prepare, submit for approval a habitat restoration plan which will include instream habitat design features for project close-out.

Task 1 Assumptions:

- This task adds up to 180 hours of project support services which includes additional meetings, coordination, and review outside of what can be accomplished during field monitoring days. This task will include agency coordination and preparing one draft and one final version of the habitat restoration plan with one round of client comments and

one round of agency comments. All charges will be billed on a time and materials basis. If the number or types of requests exceeds what can be accommodated by this budget, based on a best-efforts basis, then an amendment would be needed to properly respond.

Task 1 Deliverables:

- Draft and final versions of the Habitat Restoration Plan in MS Word and PDF formats.

Task 3 – Biological Monitoring Services

This task remains the same but increases the duration and frequency from 5-days per week to 6-days per week and from 8-hr/day to 10-hr/day.

Task 3 Assumptions:

- The accelerated and extended schedule adds 22 additional days and 104 extra hours to the previously scoped days under the biological monitoring task, assumed to begin July 6 and continue to October 12. Monitoring requirements may be adjusted based on the final construction schedule, contractor sequencing, duration of Covered Activities, and field conditions.

Task 3 Deliverables:

- Daily compliance records documenting biological compliance observations, work activities, site conditions, water quality observations, species observations, deficiencies, corrective actions, and implementation status of applicable ITP/MMRP measures will be documented, as required.
- Daily Worker Environmental Awareness Program training records and on-site construction-monitoring documentation will be submitted, as applicable.

Updated Cost Table

Task No.	Item Description	Total Compensation Authorized	Requested Amendment (addition) as Proposed	Revised Totals as Proposed
1	Project Support	\$7,800.00	\$35,040.00	\$42,840.00
2	Fish Surveys	\$34,455.00	\$0.00	\$34,455.00
3	Monitoring	\$145,600.00	\$56,775.00	\$202,375.00
4	Reporting	\$37,180.00	\$0.00	\$37,180.00
TOTALS		\$225,035.00	\$91,815.00	\$316,850.00

General Cost Assumptions:

- The cost proposal is presented as a Time-and-Materials basis in accordance with All Hands' Environmental Services Agreement, General Provisions, and Rate Schedule, which are attached and made part of this proposal.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. All Hands will endeavor to perform the services and accomplish the objectives of the scoped tasks within the estimated costs and schedule presented and reserves the right to flex budget amounts between and among line items to reflect the actual distribution of effort, as required
- Extended field days, weekend work, storm preparation/emergency response, or Project compliance requirements that necessitate working an excess of eight hours in a workday, may require overtime. Overtime will be paid in accordance with applicable wage and labor laws and billed at standard hourly rates plus actuals, as applicable.
- Reimbursable expenses directly associated with the Services, including mileage, lodging, meals, project-specific field supplies and equipment including water quality meter and other reasonable direct costs, will be billed in accordance with All Hands' Environmental Services Agreement, General Provisions, and Rate Schedule.
- Change orders will be issued and signed by the Client and All Hands before starting additional work not provided for in the original proposal. If the Client's authorized representative is not available for signature, the additional out-of-scope work will not commence until the change order is signed.
- All Hands shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client, or other delays beyond the control of All Hands.

Thank you for the opportunity to support you on this Project. If you have any questions, please feel free to contact me at bzitt@allhandsbio.com or 714-496-5540.

Sincerely,

All Hands Biological LLC



Brian Zitt
President/Principal Biologist