AMENDMENT NO. 8
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. 8 ("Eighth Amendment") is made as of this ____ day of November, 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 associated water diversion and fish protection plans ; 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, VCTC approved and executed Amendment No. 5 to the Agreement with RailPros on April 10, 2026 to increase the not-to-exceed amount, amend the scope

of work, and extend the period of performance through December 31, 2026; and,

WHEREAS, on May 15, 2026, the California Department of Fish and Wildlife (CDFW) issued an Incidental Take Permit (ITP) to VCTC, which requires a CDFW-approved Designated Biologist to monitor permit compliance on-site during construction activities. CDFW requires a higher level of experience for approval of Designated Biologists, resulting in higher costs necessary to monitor permit compliance; and,

WHEREAS, VCTC approved and executed Amendment No. 6 to the Agreement with RailPros on July 10, 2026 to increase the not-to-exceed amount; and,

WHEREAS, VCTC approved and executed Amendment No. 7 to the Agreement with RailPros on July 10, 2026 to reallocate a portion of the existing approved contract budget from a subconsultant to the prime contractor; and,

WHEREAS, the Parties desire to amend the Agreement to increase the not-to-exceed amount.

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, February 11, 2026, June 19, 2026, September 28, 2026, and October 23, 2026. The approved CONTRACTOR's Cost Proposal is attached hereto (Attachment A - Revised) and incorporated by reference. The Budget Reallocation Table dated October 23, 2026 is attached hereto (Attachment B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT or Attachment B, this AGREEMENT and Attachment B 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 $2,343,919.84.

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

This Eighth 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 Eighth Amendment on the _____ day of November, 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 B

"Budget Reallocation Table"