

**AMENDMENT NO. 1
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. 1 (“First Amendment”) is made as of this ____ day of October, 2024 (“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, additional construction management services are needed to assist VCTC to oversee emergency repairs to the approach to the Sespe Creek Overflow railroad bridge to ensure such 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 construction management services exceeds the anticipated level of work included 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 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 and September 24, 2024. The approved CONTRACTOR’s Cost Proposal is 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 III – STATEMENT OF WORK, Section A – CONTRACTOR SERVICES, is revised as follows:
 - f. The purpose of this AGREEMENT is to provide construction management services for the Sespe Creek Overflow Railroad Bridge Repair Project, hereinafter referred to as “Project”, located in Ventura County, California. The Project includes both emergency repairs to the Sespe Creek Overflow Railroad Bridge approach and permanent repairs to and reconstruction of the bridge. The scope of work shall include professional engineering services required for management of a construction contract, including engineering inspection services, environmental support services, materials testing, and surveying services necessary to verify the Project is constructed as specified in the Project plans and specifications. The scope of work shall also include project management support services and coordination with the Railroad Operator, Sierra Northern Railway.
3. 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, 2025, unless extended by AGREEMENT amendment.
4. Article V – ALLOWABLE COSTS AND PAYMENTS, Section E is revised as follows:
 - E. The total amount payable by VCTC shall not exceed \$1,203,642.11.
5. Article V is further amended to add the following new Section F:
 - F. CONTRACTOR is obligated to provide VCTC with work from the key personnel identified in the Scope of Work and Cost Proposal. VCTC may accept work from other personnel as needed at rates deemed acceptable to both Parties to complete the tasks identified in the Scope of Work and Cost Proposal when such personnel’s specific expertise is needed for completion of the work. VCTC may elect to reject work from other personnel that are not identified in the Scope of Work and Cost Proposal if VCTC believes that such other personnel do not have the equivalent or requisite qualifications as the personnel identified in the Scope of Work and Cost Proposal. The Parties agree that VCTC’s acceptance of work by additional team members beyond key personnel does not modify the Not to Exceed Amount set forth in Subsection E above, as amended.

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 First Amendment on the _____ day of October, 2024.

VENTURA COUNTY TRANSPORTATION COMMISSION

by: _____
Martin Erickson, Executive Director

Approved as to form

by: _____
Steve Mattas, General Counsel

Attest:

by: _____
Roxanna Ibarra, Clerk of the Board

RAILPROS, INC.

by: _____
Its: