

AMENDMENT I TO THE CONTSTRUCTION MANAGEMENT SERVICES AGREEMENT  
BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY  
AND  
KITCHELL/CEM INC.

This Amendment I to Agreement (“Amendment I”) is effective on February 9, 2024 (“Effective Date”) and amends that certain agreement entered into on November 16, 2022 (“Agreement”), between the FRESNO COUNTY RURAL TRANSIT AGENCY ( “FCRTA”) and KITCHELL/CEM, Inc., a California corporation, (“CONTRACTOR”), whereby CONTRACTOR agreed to provide contractor services to FCRTA.

Whereas, an amendment to the Agreement is necessary to extend the term of the Agreement due to extension of the project timeline.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CONTRACTOR agree to amend the Agreement as follows:

1. That existing Section 3. Payment for Services: shall be Amended with the following:

“Notwithstanding any other provision in this Agreement, the basic fee for the services rendered shall be computed at the hourly rate of \$180 and shall be limited by an amount not to exceed the sum of \$32,000.00.”

2. That existing Section 2 Commencement of Services; Term of Agreement: shall be Amended with the following:

“Exhibit A services and compensation are extended to April 30, 2024. Additional compensation shall become effective as May 1, 2024 and shall remain in full force and effect through August 31, 2024 unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.”

3. Upon the Effective Date, the Agreement and this Amendment I shall together constitute the Agreement.
4. Unless expressly modified by the terms of this Amendment I, all terms of the Agreement remain in full force and effect.

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5. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment I, and that the individual signing this Amendment I on behalf of such Party has been duly authorized to execute this Amendment I on behalf of such Party, and will, by signing this Amendment I on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment I. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment I in order for such Party to authorize, enter into, and perform its obligations under this Amendment I, or that if such approval or consent to this Amendment I is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the \_\_\_\_ day of \_\_\_\_\_, 2024.

FRESNO COUNTY RURAL TRANSIT AGENCY

By \_\_\_\_\_  
MOSES STITES, General Manager

CONTRACTOR

By \_\_\_\_\_  
DON HAASE, President

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:  
DANIEL C. CEDERBORG, County Counsel

E-Signen by  
Bryan D. Rome  
Feb. 21, 2024  
By *Bryan Rome*  
BRYAN ROME, Deputy County Counsel