

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

This Amendment II to Agreement (“Amendment II”) is effective on May 1, 2025 (“Effective Date”) and amends that certain Agreement For Construction Management Services (“Agreement”), entered into on November 16, 2022, 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 the parties executed the Agreement effective November 16, 2022; and

Whereas, effective February 9, 2024, the parties executed an Amendment I to the Agreement (“Amendment I”) to increase compensation to the CONTRACTOR and to reflect the extension of the project timeline; and

Whereas, an amendment to the Agreement is necessary to facilitate further 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 the following text shall be added to the end of existing Section 3. Payment for Services:

“Notwithstanding any other provision in this Agreement, effective as of May 1, 2025, the basic fee for the services rendered pursuant to this Agreement shall be computed at the hourly rate of \$190, and said fee from May 1, 2025 through termination of the Agreement shall be limited by an amount not to exceed the sum of \$17,000.00.”

2. That existing the following text shall be added to the end of existing Section 2 Commencement of Services; Term of Agreement:

“Exhibit A services and compensation are extended to June 30, 2025. Additional compensation shall become effective as May 1, 2025 and shall remain in full force and effect through June 30, 2025 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, Amendment I, and this Amendment II shall together constitute the Agreement.
4. Unless expressly modified by the terms of this Amendment II, 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 II, and that the individual signing this Amendment II on behalf of such Party has been duly authorized to execute this Amendment II on behalf of such Party, and will, by signing this Amendment II on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment II. 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 II in order for such Party to authorize, enter into, and perform its obligations under this Amendment II, or that if such approval or consent to this Amendment II is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this document the ____ day of _____, 2025.

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

By /s/ Bryan D. Rome

BRYAN ROME, Deputy County Council