

# **ATTACHMENT D**

RRM DESIGN GROUP AMENDMENT 1  
AGREEMENT 21-04

**AGREEMENT # 2104**

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN KINGS COUNTY AREA PUBLIC TRANSIT AGENCY AND RRM DESIGN GROUP**

**THIS AMENDMENT No. 1** is made and entered into this 26<sup>th</sup> day of April 2023, by and between the **Kings County Area Public Transit Agency**, hereinafter referred to as "KCAPTA," and **RRM Design Group**, hereinafter referred to as "Consultant," both of which shall be collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to that certain agreement entered into between the Parties dated May 23<sup>rd</sup>, 2021, hereafter referred to as the "AGREEMENT," Consultant agreed to perform services related to the design and engineering of the KART Transit Center; and

**WHEREAS**, the Parties desire to amend the AGREEMENT to modify the Scope of Services to be performed by and the compensation to be provided to the Consultant; and

**NOW, THEREFORE**, it is mutually agreed by the Parties that the AGREEMENT shall be amended as follows:

**A. Additional Services to be provided by Consultant**

The Consultant shall continue to perform and provide all necessary architectural, design and other services required to perform the work described in the AGREEMENT, including RFP 2021-2, and detailed in Consultant's proposal entitled "Proposal for Architectural and Engineering Services" dated April 30, 2021, which were attached thereto and incorporated therein. In addition to the services currently provided for by the AGREEMENT, consultant agrees to provide the additional services described in the "Add Service Authorization," dated April 14, 2023, and attached hereto as Exhibit A.

**B. Additional Compensation to be provided to Consultant**

Pursuant to the AGREEMENT, KCAPTA is currently obligated to compensate the Consultant monthly for actual services rendered in an amount not exceed One Million Six Hundred Ninety-Seven Thousand Six Hundred Seventy-Four Dollars (\$1,697,674.00). By amending the AGREEMENT to include the additional services identified in the Add Service Authorization attached as Exhibit A, KCAPTA compensate the Consultant by an additional amount not to exceed Sixty-Eight Thousand, Four Hundred Dollars (\$68,400.00). Total compensation to be provided to Consultant pursuant to the AGREEMENT, as amended by this Amendment No. 1, shall not exceed One Million Seven Hundred and Sixty-Six Thousand, and Seventy-Four Dollars (\$1,766,074.00), except as otherwise provided herein or in the AGREEMENT.

**C. AGREEMENT remains in Full Force and Effect**

All remaining terms and conditions of the AGREEMENT not amended above shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 1 to the AGREEMENT is executed on the day and year first above written.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

RRM DESIGN GROUP

By: \_\_\_\_\_  
Name: Joe Neves  
Title: Chairman

By: \_\_\_\_\_  
Name: Mike Scott  
Title: Principal



## ADD. SERVICE AUTHORIZATION

<b>Date:</b> April 14, 2023	
<b>Client:</b> Kings County Area Public Transit Agency	<b>Task ID Number:</b> 2.2, 2.3, & 3.1
<b>Project Name:</b> Kings County Area Rural Transit New Facility	<b>Project Number:</b> 2366-01-CI21

### DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with Kings County Area Public Transit Agency (the "Client") dated June 23, 2021 (the "Prime Agreement") for the project: Kings County Area Rural Transit New Facility (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

In response to the City of Hanford (City) and Client's requests, RRM will provide bulb-out design improvements for three corners at the intersection of 7th and Harris Street and three corners on the intersection of 7th and Brown Street. The other corner of each intersection is already included in the project cost. Bulb-out design shall be based on an already approved design with modifications for field conditions and does not include any road regrading or traffic engineering.

#### Subtask 2.2: Construction Documents

The construction document phase will include two phases of submittals for permitting and bidding. The construction documents are to include survey, demolition, civil grading and drainage, electrical lighting, and landscape improvements. The City is to provide standards, connection, and utility information as needed.

**Fixed Fee:**

- \$54,100 (see footnote)

#### Subtask 2.3: Bidding

RRM will provide additional bidding support as required to support the additional scope.

**Fixed Fee:**

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401  
p: (805) 543-1794 • f: (805) 543-4609

[www.rrmdesign.com](http://www.rrmdesign.com)

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



- \$3,000 (see footnote)

### **Subtask 3.1: Construction Administration**

RRM will provide additional construction administration support as required for the additional scope of the bulb-out construction.

**Fixed Fees:**

- \$11,300 (see footnote)

### **Fee Footnote**

Fixed fee tasks will be billed as the work progresses until the task is completed, and the total amount stated in the contract for the task is invoiced.

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**Total Estimated Additional Fees:** **\$68,400**

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Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

### **AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:**

\_\_\_\_\_  
**Sign**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name, Title**

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