

**AMENDMENT NO. 2 to:
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
Between Redwood City School District and RGM Kramer, Inc.**

This Amendment No. 2 ("Amendment") amends the Agreement for Program Management Services ("Agreement"), which was entered into by and between the Redwood City School District ("District") and RGM Kramer, Inc. ("Program Manager") (together, "Parties") as follows:

RECITALS

WHEREAS, pursuant to Government Code section 53060 *et seq.*, the District procured certain special program management services for its Measure T Bond Program from a qualified entity with special training, experience, and demonstrated competence to perform the special program management services required by the District;

WHEREAS, the Parties entered into the Agreement effective as of July 1, 2022; and

WHEREAS, the Parties wish to further amend the Agreement to incorporate staffing and fee for the remainder of Years 7 & 8 of the Measure T Bond Program, with the Fee for Years 7 & 8 Not To Exceed Three Hundred Sixty Thousand, Five Hundred Seventy Dollars (\$360,570), inclusive of allowances totaling Sixteen Thousand, Six Hundred Dollars (\$16,600).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

AGREEMENT TO AMEND

1. All subsections included within Article 7 ("Fee And Method Of Payment") of the Agreement shall remain unchanged, however the first paragraph in Article 7 is deleted and amended to read in its entirety:

District shall pay Program Manager an amount Not to Exceed ("NTE") a total of One Million, Five Hundred Sixty Nine Thousand, Four Hundred Twenty Dollars (\$1,569,420) ("Fee") for all services contracted for under this Agreement from July 1, 2022 to September 30, 2023, based on the Fee Schedule set forth in **Exhibit "D"** and as further detailed in **Exhibit "D-1"** and **Exhibit "D-2,"** excepting services for DSA Closeout of Existing Projects (described in **Exhibit "A"**), which will be paid for separately as set forth in **Exhibit "D."**

2. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the Agreement relating to the Amendment only, the provisions of this Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: May 1, 2023

Redwood City School District

By: John R. Baker

Print Name: Dr. John Baker

Print Title: Superintendent

Dated: May 1, 2023

Redwood City School District

By: Rick Edson

Print Name: Rick Edson

Print Title: Chief Business Official

Dated: 26 APRIL, 2023

RGN Kramer, Inc.

By: Ralph Caputo

Print Name: Ralph Caputo

Print Title: CO PRESIDENT

ATTACHMENT 1 **Year 7+ Fee, Staffing, Allowances to be appended to Exhibit "D-1"**

EAR 7+ STAFFING PLAN / COST YEAR 7+ 4/1/23 - 9/30/23

Individual	Title	Company	Hours	Hourly Rate	Subtotal	Remarks
Alphonse Caputo	Principal	RGM Kramer Inc.	50	\$213	\$10,650	Executive oversight
Bill Robertson	Program Manager	RGM Kramer Inc.	520	\$203	\$105,560	Program oversight, stakeholder engagement, budget management, procurement
Andy Burns	Contract Manager	RGM Kramer Inc.	520	\$146	\$75,920	Contract and payment oversight, District Business Office support
Annabelle Vitali	Contract Manager	RGM Kramer Inc.	520	\$146	\$75,920	Contract and payment oversight, District Business Office support
Liana Garcia	Contract Manager	RGM Kramer Inc.	520	\$146	\$75,920	Contract and payment oversight, District Business Office support
Subtotal					\$343,970	

EAR 7+ ALLOWANCES YEAR 7+ 4/1/23 - 9/30/23

Individual	Title	Company	Hours	Hourly Rate	Subtotal	Remarks
SD	Estimating / Constructability	RGM Kramer Inc.	50	\$182	\$9,100	Cost estimating and constructability review, to be billed hourly as an allowance
Reimbursables	N/A	N/A	1	\$7,500	\$7,500	Reimbursable program expenses, to be billed against as an allowance
Subtotal					\$16,600	

total **\$360,570**