

**AMENDMENT NO. 3 to:
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
Between Redwood City School District and RGM Kramer, Inc.**

This Amendment No. 3 ("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 Year 8 of the Measure T Bond Program, with the Fee for Year 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, Nine Hundred Twenty Nine Thousand, Nine Hundred Ninety Dollars (\$1,929,990) ("Fee") for all services contracted for under this Agreement from July 1, 2022 to June 30, 2024, 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: July 6, 2023

Redwood City School District

By: _____

Print Name: Dr. John Baker

Print Title: Superintendent

Dated: July 6, 2023

Redwood City School District

By: _____

Print Name: Rick Edson

Print Title: Chief Business Official

Dated: 6 July, 2023

RGM Kramer, Inc.

By: _____

Print Name: RALPH CAPUTO

Print Title: PRESIDENT

ATTACHMENT 1 **Year 8 Fee, Staffing, Allowances to be appended to Exhibit "D-1"**

YEAR 8 STAFFING PLAN / COST YEAR 8 - 7/1/23 - 6/30/24

Individual	Title	Company	Hours	Hourly Rate	Subtotal	Remarks
Ralph Caputo	Principal	RGM Kramer Inc.	50	\$233	\$10,650	Executive oversight
Will Robertson	Program Manager	RGM Kramer Inc.	520	\$203	\$105,560	Program oversight, stakeholder engagement, budget management, procurement
Candy Burns	Contract Manager	RGM Kramer Inc.	520	\$146	\$75,920	Contract and payment oversight, District Business Office support
Annabelle Vitell	Contract Manager	RGM Kramer Inc.	520	\$146	\$75,920	Contract and payment oversight, District Business Office support
Eliana Garcia	Contract Manager	RGM Kramer Inc.	520	\$146	\$75,920	Contract and payment oversight, District Business Office support
Subtotal					\$348,970	

YEAR 8 ALLOWANCES YEAR 8 - 7/1/23 - 6/30/24

Individual	Title	Company	Hours	Hourly Rate	Subtotal	Remarks
TBD	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 \$565,570