

**AMENDMENT NO. 4 to:
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
Between Redwood City School District and Brailsford & Dunlavey, Inc.**

This Amendment No. 4 ("Amendment") amends the Agreement for Program Management Services ("Agreement"), which was entered into by and between the Redwood City School District ("District") and Brailsford & Dunlavey, Inc. ("Program Manager") (together, "Parties") as follows:

RECITALS

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

WHEREAS, the District ultimately awarded the Agreement to Program Manager, and the Parties entered into the Agreement effective as of August 10, 2016;

WHEREAS, on or about February 28, 2018, the Agreement was subsequently amended by Amendment Number 1 to further delineate staffing, services, and fee for the same;

WHEREAS, on or about October 18, 2018, the Agreement was subsequently amended by Amendment Number 2 to further clarify allowance usage;

WHEREAS, on or about January 15, 2020, the Agreement was subsequently amended by Amendment Number 3 to delineate staffing and fee for Year 4 of the Measure T Bond Program; and

WHEREAS, the Parties wish to further amend the Agreement to incorporate staffing and fee for Year 5 of the Measure T Bond Program, with the Fee for Year 5 Not To Exceed Two Million, One Hundred Forty-Five Thousand, Eight Hundred and Eighty Dollars (\$2,145,880), inclusive of allowances totaling One Hundred Sixty-One Thousand, Two Hundred Dollars (\$161,200).

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 language in Article 7 that precedes subsection 7.1 is deleted and amended to read in its entirety:

District shall pay Program Manager an amount Not to Exceed ("NTE") a total of Ten Million, One Hundred Fifty-Nine Thousand, Nine Hundred and Sixty-Eight Dollars (\$10,159,968) ("Fee") for all services contracted for under this Agreement for the five years from August 10, 2016 to June 30, 2021, 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."**

The program duration is currently planned to extend through June 30, 2022. If the District elects to increase or decrease the bond program scope, duration or staffing approach, following Program Manager's evaluation of potential cost savings under the "Program Definition Services" scope of work (described in

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Exhibit "A"), the Fee may also be adjusted by written modification as provided for in this Agreement.

2. All other portions of **Exhibit "D"** ("Fee Schedule") to the Agreement shall remain unchanged, however, under Section 1 ("Compensation"), the NTE amount for "Fiscal Year 2020-2021 712,044," and "**Total NTE \$8,726,132**" shall be stricken.

The stricken NTE amount for Fiscal Year 2020-2021 shall be replaced with the following:

NTE for Fiscal Year 2020-2021	\$2,145,880
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The stricken Total NTE amount shall be replaced with the following:

Total NTE	\$10,159,968
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3. All other portions of **Exhibit "D-1"** ("Program Management Projected Costs") to the Agreement shall remain unchanged, however the **ATTACHMENT 1** to this Amendment ("Year 5 – Year 5 Fee, Staffing, Allowances to be appended to Exhibit "D-1""") shall be appended to and become a part of **Exhibit "D-1."** As amended, Exhibit D-1 ("Program Management Projected Costs") shall continue to constitute a Contract Document.
4. 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.

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

Dated: _____, 2020

Redwood City School District

By: _____

Print Name: Dr. John Baker

Print Title: Superintendent

Dated: _____, 2020

Redwood City School District

By: _____

Print Name: Priscilla Aquino-Dichoso

Print Title: Chief Business Official

Dated: July 7 _____, 2020

Brailsford & Dunlavey, Inc.

By: Willard L. Mangrum

Print Name: Willard L. Mangrum

Print Title: Executive Vice President

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ATTACHMENT 1
Year 5 Fee, Staffing, Allowances to be appended to Exhibit "D-1"

YEAR 5 STAFFING PLAN / COST		YEAR 5 - 7/1/20 - 6/30/21		Company		Hours	Hourly Rate	Subtotal	Remarks
Individual	Title								
Ralph Caputo	Program Executive			RGM & Associates		200	\$196	\$39,200	Executive oversight
Will Mangrum	Program Executive			Brailsford and Dunlavey		40	\$188	\$7,520	Executive oversight
Will Robertson	Program Manager			RGM & Associates		2080	\$178	\$370,240	Program oversight, stakeholder engagement, procurement
Olakunle Gbadamosi	Senior Project Manager			Brailsford and Dunlavey		2080	\$168	\$349,440	Project management and construction manager coordination
Huy Hoang	Senior Project Manager			Brailsford and Dunlavey		2080	\$168	\$349,440	Project management and construction manager coordination
Kyle Brower	Project Manager			Brailsford and Dunlavey		2080	\$153	\$318,240	Project management and construction manager coordination
Candy Burns	Contract Manager			RGM & Associates		2080	\$130	\$270,400	Contract and payment oversight, District Business Office support
Amanda Anderson	Communications Coordinator			Brailsford and Dunlavey		600	\$113	\$67,800	Monthly reporting and website updates
Chad Carvalho	Project Engineer			RGM & Associates		252	\$100	\$25,200	Program and project manager support
Annabelle Vitali	Administrative Assistant			RGM & Associates		2080	\$90	\$187,200	Contract and payment oversight, District Business Office support
Subtotal								\$1,984,680	
YEAR 5 ALLOWANCES		YEAR 5 - 7/1/20 - 6/30/21		Company		Hours	Hourly Rate	Subtotal	Remarks
Individual	Title								
TBD	Estimating / Constructability			RGM & Associates		200	\$166	\$33,200	Cost estimating and constructability review, to be billed hourly as an allowance
TBD	Administrative Assistant			RGM & Associates		100	\$90	\$9,000	Administrative support, to be billed hourly as an allowance
TBD	Project Engineer			TBD		1040	\$100	\$104,000	Team support, to be billed hourly as an allowance
Reimbursables	N/A			N/A		1	\$15,000	\$15,000	Reimbursable program expenses, to be billed against as an allowance
Subtotal								\$161,200	