

**AMENDMENT NO. 7 to:  
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES  
Between Redwood City School District and Cumming Management Group, Inc.**

This Amendment No. 7 (“Amendment”) amends the Agreement for Program Management Services (“Agreement”), which was entered into by and between the Redwood City School District (“District”) and Cumming Management Group, 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;

**WHEREAS**, the Parties executed that certain Amendment No. 6 to the Agreement (“Amend No. 6”), approved by the District’s Board of Trustees at its regular meeting held on April 22, 2026;

**WHEREAS**, Amend No. 6 revised the NTE and the Fee, and added a certain additional scope of services to the Agreement;

**WHEREAS**, the Parties wish to further amend the Agreement to clarify that the Agreement shall include both program management and construction management services; and,

**WHEREAS**, Program Manager represents and warrants that it is, and is found by the District to be, duly qualified to provide such construction management services in addition to its program management services.

**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. Each reference to “Program Management Services” wherever it appears in the Agreement is hereby amended to read “Program Management and Construction Management Services”.
2. Each reference to “Program Manager” wherever it appears in the Agreement is hereby amended to read “PM/CM”.
3. The preamble to the Agreement is hereby deleted and amended to read in its entirety:

This Agreement for Program Management and Construction Management Services (“Agreement”) is made as of the 1<sup>st</sup> day of July in the year 2022, by and between the Redwood City School District, a California public school district (“District”), and Cumming Management Group, Inc., a California corporation (“PM/CM”) (both collectively “Parties”), for the administration of the District’s Measure T Bond Program (“Program”), including oversight and coordination of the projects comprising the Program (“Projects” or “Project”). The Parties agree that the PM/CM shall undertake

program management and construction management administration of the projects that comprise the Program.

The Program may have multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Projects or the Program, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). PM/CM shall invoice for each component separately and District shall compensate PM/CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

4. The defined term "Construction Manager" as it appears at Article 1.1.11 is hereby deleted and amended to read in its entirety:

**Construction Manager:** The PM/CM, or any construction manager hired to perform construction or project management services under the supervision of the PM/CM, including all consultant(s) to the Construction Manager, as applicable.

5. Article 3.1 (Scope) of the Agreement is hereby deleted and amended to read in its entirety:

Scope: PM/CM shall provide the Services described herein and under **Exhibit "A"** for the Program. The District may utilize a separate Construction Manager, lease leaseback structure, or other delivery method for any or all Projects.

6. Article 3.2 is hereby supplemented and amended by adding the following new Article 3.2.3:

Providing the District with construction management services, upon request.

7. Article 3.8 (Conflicts of Interest Prohibited) is hereby deleted and amended to read in its entirety:

Conflicts of Interest Prohibited: The PM/CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any Project: Design Professional, Inspector of Record ("IOR") or Test/Inspection. If the PM/CM identifies potential Design Professionals, Project Construction Managers, Project Inspectors or Test/Inspection services in connection with a Project, the PM/CM shall affirmatively and unequivocally represent and warrant to the District that neither the PM/CM nor any person who holds any equity interest in PM/CM's organization is a former or current holder of any equity interest in the firm identified and that neither the PM/CM nor any holder of any equity interest in the PM/CM's organization has any financial interest in the firm identified. The District reserves the sole discretion to waive this subsection's requirement on a case-by-case basis.

8. Article 29.2 is hereby deleted and amended to read in its entirety:

Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and PM/CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by PM/CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the

PM/CM for its Services, which shall be, at a minimum, the standard of care of program managers and construction managers, as applicable, performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.

9. 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: \_\_\_\_\_, 2026

**Redwood City School District**

By: \_\_\_\_\_

Print Name: Dr. John Baker

Print Title: Superintendent

Dated: \_\_\_\_\_, 2026

**Cumming Management Group, Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

**Redwood City School District**

By: \_\_\_\_\_

Print Name: Richard Edson

Print Title: Chief Business Official