

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
MERCY HOUSING CALIFORNIA 96, L.P.**

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MERCY HOUSING CALIFORNIA 96, L.P. hereinafter called "Subrecipient".

W I T N E S S E T H:

WHEREAS, on December 5, 2025, the parties entered into that certain Agreement for development of the Middlefield Childcare Centers on December 5, 2025; and

WHEREAS, capitalized terms used but not defined herein have the same meaning as set forth in the Agreement; and

WHEREAS, the parties wish to amend the Agreement to increase the disbursement amount by an additional NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$900,000.00) for a new total of ONE MILLION EIGHT HUNDRED NINETY-ONE THOUSAND FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$1,891,057.00), and to amend Exhibits A and B and make other such amendments as set forth herein.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1.** Section 3 (Disbursements) of the Agreement is amended and restated in its entirety to read as follows:

Subject to Subrecipient's satisfactory performance of the terms and conditions set forth in this Agreement, the County shall disburse an amount not to exceed ONE MILLION, EIGHT HUNDRED NINETY-ONE THOUSAND, FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$1,891,057.00) in CDBG funds to Subrecipient in accordance with the rates, schedule and reimbursement requirements specified in Exhibit B. County reserves the right to withhold disbursements if County determines that Subrecipient's performance is unacceptable, noncompliant or documentation evidencing performance is insufficient. Subrecipient agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out the Project.

**2.** The first paragraph of Section 4 (Term and Termination) of the Agreement is amended and restated to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2025, through March 6, 2026. The term of the Agreement may be extended by the written agreement of the Parties.

**3.** Section 1 of Exhibit A of the Agreement is amended and restated in its entirety to read as follows:

The Middlefield Childcare Center will provide care for up to 36 infants and toddlers, offering a nurturing, developmentally supportive environment designed to meet the needs of young children and their families. Each child will have access to approximately 100 to 130 square feet of indoor space, ensuring a spacious and engaging setting that supports learning and growth. The center will feature five dedicated classrooms, each with its own child-friendly bathroom to promote safety and hygiene. Additional facilities will include two separate staff restrooms, one adult restroom in a common area, a family room with direct access to an outdoor area, a staff kitchen, a laundry room, two administrative offices, and a site supervisor's office to support daily operations and management.

Located on the ground floor of Building A in the Middlefield Junction development, the Childcare Center is part of a larger 179-unit affordable housing community in North Fair Oaks, Redwood City. This high-quality development provides stable, affordable housing for low- and moderate-income families and includes integrated community services to support residents' well-being. The Childcare Center will be operated by Peninsula Family Service (PFS), a trusted nonprofit organization known for delivering high-quality early learning programs across San Mateo County. Through PFS, the Center will offer comprehensive early childhood education and family support services, ensuring infants and toddlers receive the foundational care they need during their most critical years of development. The Initial Award funding provided under this Agreement (the budget for which is specified in Exhibit B, Section 1A) will be used by Subrecipient to support several essential components of the Childcare Center's build-out and infrastructure. Specifically, these funds will be used for the installation of non-structural metal framing, which will define the internal layout of classrooms and administrative spaces.

The funding provided under this Agreement under the Initial Award also supports the implementation of a fire suppression system, a vital safety feature required for life and safety. In addition, the funds are contributing to the installation of a heating, ventilation, and air conditioning (HVAC) system to maintain appropriate indoor air quality and climate control, as well as the complete electrical system, which will power lighting, appliances, educational tools, and security features. These infrastructure investments are critical foundation to the construction of the later phases of the Childcare Center.

Subrecipient understands and agrees that the Additional Award of funds provided under this Agreement (the budget for which is specified in Exhibit B, Section 1B) shall be used to support the development with installation of hollow metal doors and frames, gypsum board and acoustic insulation, plumbing systems, and completion of the HVAC system for the Childcare Center.

4. Section 1 of Exhibit B to the Agreement is amended and restated in its entirety to read as follows:

**A. Budget for Initial Award of \$991,057.00**

JAMES E. ROBERTS-OBAYASHI CORPORATION  
**Middlefield Junction - Childcare Center T1**  
 Redwood City, CA.  
 Exhibit B

GMP Phase 1  
 10/16/25

*Cost Breakdown*

| Line # | Description                                                   | Sect.#      | Total     |
|--------|---------------------------------------------------------------|-------------|-----------|
| 1      | General Conditions                                            | 01 00 00    | \$1,439   |
| 2      | Field Engineering                                             | No Spec     | N.I.C.    |
| 3      | Final Clean                                                   | 01 74 13    | N.I.C.    |
| 4      | Concrete Floor Sealer                                         | 03 05 00    | N.I.C.    |
| 5      | Concrete SOG Sawcut and Replace                               | No Spec     | N.I.C.    |
| 6      | Landscape Cast-In-Place Concrete                              | 03 30 13    | N.I.C.    |
| 7      | Metal Fabrications                                            | 05 50 00    | N.I.C.    |
| 8      | Landscape Metal Fabrications                                  | 05 50 01    | N.I.C.    |
| 9      | Exterior Rough Carpentry                                      | 06 10 63    | N.I.C.    |
| 10     | Finish Carpentry                                              | No Spec     | N.I.C.    |
| 11     | Exterior Architectural Woodwork                               | 06 40 13    | N.I.C.    |
| 12     | Interior Architectural Woodwork                               | 06 40 23    | N.I.C.    |
| 13     | Plastic Paneling (FRP)                                        | 06 64 00    | N.I.C.    |
| 14     | Elastomeric Liquid Waterproofing                              | 07 14 16    | N.I.C.    |
| 15     | Sheet Metal Flashing and Trim                                 | 07 62 00    | N.I.C.    |
| 16     | Firestopping                                                  | 07 84 00    | N.I.C.    |
| 17     | Joint Sealants                                                | 07 92 00    | N.I.C.    |
| 18     | Acoustical Joint Sealants                                     | 07 92 19    | N.I.C.    |
| 19     | Hollow Metal Doors and Frames                                 | 08 11 13    | N.I.C.    |
| 20     | Stile and Rail Wood Doors                                     | 08 14 33    | N.I.C.    |
| 21     | Access Doors and Frames                                       | 08 31 00    | N.I.C.    |
| 22     | Door Hardware                                                 | 08 71 00    | N.I.C.    |
| 23     | Glazing                                                       | 08 80 00    | N.I.C.    |
| 24     | Mirrors                                                       | No Spec     | N.I.C.    |
| 25     | Louvers                                                       | 08 91 00    | N.I.C.    |
| 26     | Non-Structural Metal Framing                                  | 09 22 16    | \$113,590 |
| 27     | Metal Suspension Systems                                      | 09 22 26.23 | N.I.C.    |
| 28     | Glass-Mat-Faced Gypsum Backing Boards                         | 09 28 16    | N.I.C.    |
| 29     | Gypsum Board                                                  | 09 29 00    | N.I.C.    |
| 30     | Tile                                                          | 09 30 00    | N.I.C.    |
| 31     | Acoustical Panel Ceilings                                     | 09 51 13    | N.I.C.    |
| 32     | Acoustical Ceiling Suspension Assemblies                      | 09 53 23    | N.I.C.    |
| 33     | Linear Wood Ceilings                                          | 09 54 26    | N.I.C.    |
| 34     | Water Vapor Emission and Humidity Testing and Control Systems | 09 61 43    | N.I.C.    |
| 35     | Resilient Base and Accessories                                | 09 65 13    | N.I.C.    |
| 36     | Resilient Sheet Flooring                                      | 09 65 16    | N.I.C.    |
| 37     | Resilient Tile Flooring                                       | 09 65 19    | N.I.C.    |
| 38     | Solid Surface Wall Cladding                                   | 09 75 13    | N.I.C.    |
| 39     | Acoustic Insulation                                           | 09 81 00    | N.I.C.    |
| 40     | Painting                                                      | 09 91 00    | N.I.C.    |
| 41     | Signage                                                       | 10 14 00    | N.I.C.    |
| 42     | Corner Guards                                                 | 10 26 00    | N.I.C.    |

|     |                                 |             |           |
|-----|---------------------------------|-------------|-----------|
| 43  | Toilet Accessories              | 10 28 13    | N.I.C.    |
| 44  | Fire Protection Specialties     | 10 44 00    | N.I.C.    |
| 45  | Appliances                      | 11 31 00    | N.I.C.    |
| 46  | Playground Equipment            | 11 68 13    | N.I.C.    |
| 47  | Window Shades                   | 12 21 23    | N.I.C.    |
| 48  | Casework                        | 12 35 30    | N.I.C.    |
| 49  | Quarz Surfacing Countertops     | 12 36 61.19 | N.I.C.    |
| 50  | Entrance Floor Mats and Frames  | 12 48 13    | N.I.C.    |
| 51  | Bicycle Racks                   | 12 93 13    | N.I.C.    |
| 52  | Fire Suppression                | 21 00 00    | \$45,784  |
| 52a | Fire Suppression Finishes       | 21 00 00    | N.I.C.    |
| 53  | Plumbing                        | 22 00 00    | N.I.C.    |
| 53a | Plumbing Finishes               | 22 00 00    | N.I.C.    |
| 54  | HVAC                            | 23 00 00    | \$182,000 |
| 54a | HVAC Finishes                   | 23 00 00    | N.I.C.    |
| 55  | Electrical                      | 26 00 00    | \$550,805 |
| 55a | Electrical Finishes             | 26 00 00    | N.I.C.    |
| 56  | Utility Trenching and Backfill  | 31 21 00    | N.I.C.    |
| 57  | Landscape Maintenance           | 32 01 90    | N.I.C.    |
| 58  | Pavement Base Course            | 32 11 00    | N.I.C.    |
| 59  | Concrete Paving                 | 32 13 13    | N.I.C.    |
| 60  | Synthetic Grass Surfacing       | 32 18 13    | N.I.C.    |
| 61  | Playground Protective Surfacing | 32 18 16    | N.I.C.    |
| 62  | Site Furnishings                | 32 33 00    | N.I.C.    |
| 63  | Planting Irrigation             | 32 84 00    | N.I.C.    |
| 64  | Soil Preparation                | 32 91 13    | N.I.C.    |
| 65  | Plants                          | 32 93 00    | N.I.C.    |
| 66  | Water System                    | 33 10 00    | N.I.C.    |
| 67  | Storm Utility Drainage Piping   | 33 41 00    | N.I.C.    |
|     | Testing & Inspections           |             | By Owner  |
|     | Building Permit & Fees          |             | By Owner  |
|     | Street Permits                  |             | By Owner  |
|     | Water Fees                      |             | By Owner  |
|     | Sewer Fees                      |             | By Owner  |
|     | Utility Company Fees            |             | By Owner  |
|     | Builder's Risk Insurance        |             | By Owner  |
|     | Sub Bonds                       |             | N.I.C.    |
|     | SUBTOTAL                        |             | \$893,618 |
|     | City Business Tax               | 0.20%       | \$500     |
|     | General Contractor Insurance    | 1.60%       | \$14,306  |
|     | Builder's Risk Insurance        |             | \$21,600  |
|     | Fee                             | 3.85%       | \$35,806  |
|     | G.C. Bond                       | 0.60%       | \$5,795   |
|     | TOTAL                           |             | \$971,625 |
|     | GC Contingency                  | 2.00%       | \$19,432  |
|     | GMP Total                       |             | \$991,057 |

## B. Budget for Additional Award of \$900,000.00

JAMES E. ROBERTS-OBAYASHI CORPORATION  
**Middlefield Junction - Childcare Center TI**  
 Redwood City, CA.

GMP Phase 1  
 9/11/25

### Cost Breakdown

| Line # | Description                                                   | Sect.#      | Total     |
|--------|---------------------------------------------------------------|-------------|-----------|
| 1      | General Conditions                                            | 01 00 00    | \$12,699  |
| 2      | Field Engineering                                             | No Spec     | N.I.C.    |
| 3      | Final Clean                                                   | 01 74 13    | N.I.C.    |
| 4      | Concrete Floor Sealer                                         | 03 05 00    | N.I.C.    |
| 5      | Concrete SOG Sawcut and Replace                               | No Spec     | N.I.C.    |
| 6      | Landscape Cast-In-Place Concrete                              | 03 30 13    | N.I.C.    |
| 7      | Metal Fabrications                                            | 05 50 00    | N.I.C.    |
| 8      | Landscape Metal Fabrications                                  | 05 50 01    | N.I.C.    |
| 9      | Exterior Rough Carpentry                                      | 06 10 63    | N.I.C.    |
| 10     | Finish Carpentry                                              | No Spec     | N.I.C.    |
| 11     | Exterior Architectural Woodwork                               | 06 40 13    | N.I.C.    |
| 12     | Interior Architectural Woodwork                               | 06 40 23    | N.I.C.    |
| 13     | Plastic Paneling (FRP)                                        | 06 64 00    | N.I.C.    |
| 14     | Elastomeric Liquid Waterproofing                              | 07 14 16    | N.I.C.    |
| 15     | Sheet Metal Flashing and Trim                                 | 07 62 00    | N.I.C.    |
| 16     | Firestopping                                                  | 07 84 00    | N.I.C.    |
| 17     | Joint Sealants                                                | 07 92 00    | N.I.C.    |
| 18     | Acoustical Joint Sealants                                     | 07 92 19    | N.I.C.    |
| 19     | Hollow Metal Doors and Frames                                 | 08 11 13    | N.I.C.    |
| 20     | Stile and Rail Wood Doors                                     | 08 14 33    | N.I.C.    |
| 21     | Access Doors and Frames                                       | 08 31 00    | N.I.C.    |
| 22     | Door Hardware                                                 | 08 71 00    | N.I.C.    |
| 23     | Glazing                                                       | 08 80 00    | N.I.C.    |
| 24     | Mirrors                                                       | No Spec     | N.I.C.    |
| 25     | Louvers                                                       | 08 91 00    | N.I.C.    |
| 26     | Non-Structural Metal Framing                                  | 09 22 16    | \$113,590 |
| 27     | Metal Suspension Systems                                      | 09 22 26.23 | N.I.C.    |
| 28     | Glass-Mat-Faced Gypsum Backing Boards                         | 09 28 16    | N.I.C.    |
| 29     | Gypsum Board                                                  | 09 29 00    | N.I.C.    |
| 30     | Tile                                                          | 09 30 00    | N.I.C.    |
| 31     | Acoustical Panel Ceilings                                     | 09 51 13    | N.I.C.    |
| 32     | Acoustical Ceiling Suspension Assemblies                      | 09 53 23    | N.I.C.    |
| 33     | Linear Wood Ceilings                                          | 09 54 26    | N.I.C.    |
| 34     | Water Vapor Emission and Humidity Testing and Control Systems | 09 61 43    | N.I.C.    |
| 35     | Resilient Base and Accessories                                | 09 65 13    | N.I.C.    |
| 36     | Resilient Sheet Flooring                                      | 09 65 16    | N.I.C.    |



|     |                                 |             |           |
|-----|---------------------------------|-------------|-----------|
| 37  | Resilient Tile Flooring         | 09 65 19    | N.I.C.    |
| 38  | Solid Surface Wall Cladding     | 09 75 13    | N.I.C.    |
| 39  | Acoustic Insulation             | 09 81 00    | N.I.C.    |
| 40  | Painting                        | 09 91 00    | N.I.C.    |
| 41  | Signage                         | 10 14 00    | N.I.C.    |
| 42  | Corner Guards                   | 10 26 00    | N.I.C.    |
| 43  | Toilet Accessories              | 10 28 13    | N.I.C.    |
| 44  | Fire Protection Specialties     | 10 44 00    | N.I.C.    |
| 45  | Appliances                      | 11 31 00    | N.I.C.    |
| 46  | Playground Equipment            | 11 68 13    | N.I.C.    |
| 47  | Window Shades                   | 12 21 23    | N.I.C.    |
| 48  | Casework                        | 12 35 30    | N.I.C.    |
| 49  | Quarz Surfacing Countertops     | 12 36 61.19 | N.I.C.    |
| 50  | Entrance Floor Mats and Frames  | 12 48 13    | N.I.C.    |
| 51  | Bicycle Racks                   | 12 93 13    | N.I.C.    |
| 52  | Fire Suppression                | 21 00 00    | \$47,784  |
| 52a | Fire Suppression Finishes       | 21 00 00    | N.I.C.    |
| 53  | Plumbing                        | 22 00 00    | N.I.C.    |
| 53a | Plumbing Finishes               | 22 00 00    | N.I.C.    |
| 54  | HVAC                            | 23 00 00    | \$185,000 |
| 54a | HVAC Finishes                   | 23 00 00    | N.I.C.    |
| 55  | Electrical                      | 26 00 00    | \$555,805 |
| 55a | Electrical Finishes             | 26 00 00    | N.I.C.    |
| 56  | Utility Trenching and Backfill  | 31 21 00    | N.I.C.    |
| 57  | Landscape Maintenance           | 32 01 90    | N.I.C.    |
| 58  | Pavement Base Course            | 32 11 00    | N.I.C.    |
| 59  | Concrete Paving                 | 32 13 13    | N.I.C.    |
| 60  | Synthetic Grass Surfacing       | 32 18 13    | N.I.C.    |
| 61  | Playground Protective Surfacing | 32 18 16    | N.I.C.    |
| 62  | Site Furnishings                | 32 33 00    | N.I.C.    |
| 63  | Planting Irrigation             | 32 84 00    | N.I.C.    |
| 64  | Soil Preparation                | 32 91 13    | N.I.C.    |
| 65  | Plants                          | 32 93 00    | N.I.C.    |
| 66  | Water System                    | 33 10 00    | N.I.C.    |
| 67  | Storm Utility Drainage Piping   | 33 41 00    | N.I.C.    |
|     |                                 |             |           |
|     | Testing & Inspections           |             | By Owner  |
|     | Building Permit & Fees          |             | By Owner  |
|     | Street Permits                  |             | By Owner  |
|     | Water Fees                      |             | By Owner  |
|     | Sewer Fees                      |             | By Owner  |
|     | Utility Company Fees            |             | By Owner  |
|     | Builder's Risk Insurance        |             | By Owner  |

### C. Consolidated Budget

| Line # | Description                   | Sect.#   | Total     |
|--------|-------------------------------|----------|-----------|
| 1      | General Conditions            | 01 00 00 | \$55,074  |
| 19     | Hollow Metal Doors and Frames | 08 11 13 | \$57,895  |
| 29     | Gypsum Board                  | 09 29 00 | \$102,410 |
| 39     | Acoustic Insulation           | 09 81 00 | \$21,502  |
| 53     | Plumbing Rough In             | 22 00 00 | \$290,400 |
| 54     | HVAC Rough In                 | 23 00 00 | \$282,233 |
|        | SUBTOTAL                      |          | \$809,514 |
|        | City Business Tax             |          | \$500     |

|  |                                              |       |                    |
|--|----------------------------------------------|-------|--------------------|
|  | General Contractor Insurance (Based on CCIP) | 1.60% | \$12,960           |
|  | Builder's Risk Insurance                     |       | \$21,600           |
|  | Fee                                          | 3.85% | \$32,516           |
|  | G.C. Bond                                    | 0.60% | \$5,263            |
|  | <b>TOTAL</b>                                 |       | <b>\$882,353</b>   |
|  | GC Contingency                               | 2.00% | \$17,647           |
|  | GMP Total – Additional Funding               |       | <b>\$900,000</b>   |
|  | GMP Total – Initial Funding                  |       | <b>\$991,057</b>   |
|  | <b>AMENDED TOTAL</b>                         |       | <b>\$1,891,057</b> |

5. All other terms and conditions of the Agreement between the County and Subrecipient shall remain in full force and effect.



In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Subrecipient: Mercy Housing California 96, L.P.**

|                                                                                                                                                               |                     |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------|
| <div><div>DocuSigned by:</div><div></div><div>AB9FBB945C5A46A...</div></div> | <div>1/1/2026</div> | <div>Ramie Dare</div>            |
| Subrecipient Signature                                                                                                                                        | Date                | Subrecipient Name (please print) |

**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board