

**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".

WITNESSETH:

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 TI
 Redwood City, CA.
 Exhibit B

GMP Phase 1
 10/16/25

<i>Cost Breakdown</i>			
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.L.C.
44	Fire Protection Specialties	10 44 00	N.L.C.
45	Appliances	11 31 00	N.L.C.
46	Playground Equipment	11 68 13	N.L.C.
47	Window Shades	12 21 23	N.L.C.
48	Casework	12 35 30	N.L.C.
49	Quarz Surfacing Countertops	12 36 61.19	N.L.C.
50	Entrance Floor Mats and Frames	12 48 13	N.L.C.
51	Bicycle Racks	12 93 13	N.L.C.
52	Fire Suppression	21 00 00	\$45,784
52a	Fire Suppression Finishes	21 00 00	N.L.C.
53	Plumbing	22 00 00	N.L.C.
53a	Plumbing Finishes	22 00 00	N.L.C.
54	HVAC	23 00 00	\$182,000
54a	HVAC Finishes	23 00 00	N.L.C.
55	Electrical	26 00 00	\$550,805
55a	Electrical Finishes	26 00 00	N.L.C.
56	Utility Trenching and Backfill	31 21 00	N.L.C.
57	Landscape Maintenance	32 01 90	N.L.C.
58	Pavement Base Course	32 11 00	N.L.C.
59	Concrete Paving	32 13 13	N.L.C.
60	Synthetic Grass Surfacing	32 18 13	N.L.C.
61	Playground Protective Surfacing	32 18 16	N.L.C.
62	Site Furnishings	32 33 00	N.L.C.
63	Planting Irrigation	32 84 00	N.L.C.
64	Soil Preparation	32 91 13	N.L.C.
65	Plants	32 93 00	N.L.C.
66	Water System	33 10 00	N.L.C.
67	Storm Utility Drainage Piping	33 41 00	N.L.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.L.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.
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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
	TOTAL		\$882,353
	GC Contingency	2.00%	\$17,647
	GMP Total – Additional Funding		\$900,000
	GMP Total – Initial Funding		\$991,057
	AMENDED TOTAL		\$1,891,057

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.

DocuSigned by:



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Subrecipient Signature

1/1/2026

Date

Ramie Dare

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