

**AMENDMENT TO REIMBURSEMENT AGREEMENT FOR DESIGN AND PRE-  
CONSTRUCTION PHASE SERVICES**  
**(Mountain View Whisman School District Employee Housing Project)**

This Amendment to the Reimbursement Agreement for Design and Pre-Construction Services (this “**Amendment**”) is executed as of this \_\_ day of June, 2021 by Mountain View Whisman School District (“**District**”), and Mountain View Owners LLC (“**Developer**”).

**RECITALS:**

**WHEREAS**, the District and Developer are parties to that certain Reimbursement Agreement for Design and Pre-Construction Services dated November 29, 2020, (collectively the “**Agreement**”), with respect to the development of a project commonly known as EH Project located at 777 West Middlefield Road in Mountain View, California (the “**Project**”); and

**WHEREAS**, the District and Developer desire to amend and revise Exhibit A to the Agreement entitled “EH Project Scope Breakdown and Design, Preconstruction and Construction Costs; and

**WHEREAS**, the District and the Developer are willing to make the amendments to the Exhibit A to the Agreement as set forth more particularly herein.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the District and Developer hereby agree as follows:

1. Definitions. The Agreement, as amended, supplemented and affected hereby, is referred to herein as the “Agreement.” Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

2. Amendments to the Agreement. The Agreement is hereby amended as follows:

(a) Exhibit A to the Agreement is hereby deleted and replaced with Exhibit A attached hereto and incorporated herein by this reference.

3. Miscellaneous.

(a) This Amendment and the Agreement shall be governed by the laws of the State of California.

(b) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original binding on the parties hereto.

(c) Except as otherwise provided herein, the Agreement shall remain unmodified and in full force and effect. The District and Developer hereby ratify and confirm the

Agreement as modified hereby. The execution of this Amendment shall not be deemed a waiver by any party hereto of any of the terms, covenants and conditions contained in the Agreement, except as otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first written above.

**Mountain View Whisman School District**

Signature : \_\_\_\_\_

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

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

**Mountain View Owner, LLC**

Signature: \_\_\_\_\_

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

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

**EXHIBIT A**  
**EH PROJECT SCOPE BREAKDOWN AND DESIGN, PRE-CONSTRUCTION AND**  
**CONSTRUCTION COSTS**

<u>Description</u>	<u>Costs</u>
<b>Design and Pre-construction:</b>	
Schematic Design Phase	\$20,000.00
Full Service Architectural Fee:	
Design Documents (40%, 14 weeks)	\$225,000.00
Construction Documents (40%, 12 weeks)	\$275,000.00
Construction Admin. (20%, 20 months)	\$145,000.00
SMEP Design Fee	\$387,000.00
<b>Consultants</b>	<b>\$310,000.00</b>
<b>Development Overhead for Design and Pre-construction Phase</b>	
	\$1,403,240.00
SubTotal Design and Pre-construction	\$2,765,240.00
CO1 Permits & Fees	\$2,198,638.00
CO1 Soft Cost Contingency	\$623,282.00
CO1 Professional & Legal Fees	\$100,000.00
<b>Total Design and Pre-Preconstruction</b>	<b>\$5,687,160.00</b>
<b>Construction:</b>	
Direct Costs	\$39,056,208.00
GC General Conditions (4%)	\$1,562,248.00
GC Fee (3%)	\$1,218,554.00
Insurance CCIP (0.7%)	\$248,329.00
Hard Costs Contingency (2%)	\$842,427.00
<b>Permits &amp; Fees</b>	<b>\$681,362.00</b>
Developer Overhead for Construction Phase	\$5,357,825.00
<b>Professional &amp; Legal Fees</b>	<b>\$100,000.00</b>
Insurance & Bonds	\$714,575.00
Soft Costs Contingency (5%)	\$0.00
Developer Contingency	\$531,312.00
<b>Total Construction</b>	<b>\$50,312,840.00</b>
<b>Total Design, Pre-construction &amp; Construction:</b>	<b>\$56,000,000.00</b>