

**AMENDMENT NO. 3 TO
CONTRACT FOR DESIGN AND CONSTRUCTION (EDUCATION CODE § 17250.10 ET SEQ.)
BETWEEN MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND
PALADIN TECHNOLOGIES
(SECURITY CAMERA SYSTEMS – MULTIPLE DISTRICT SITES)**

THIS AMENDMENT NO. 3 TO THE CONTRACT FOR DESIGN AND CONSTRUCTION (EDUCATION CODE § 17250.10, ET SEQ.) (“**Amendment No. 3**”) is made and entered into on August 18, 2022, between **Mountain View Whisman School District** (“**District**”) and **Paladin Technologies** (“**Designer/Builder**”). The District and Designer/Builder may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, on or about June 18, 2021, the Parties entered into a Contract for Design and Construction (Education Code § 17250, et. eq.) (“**DB Contract**”) for the design and construction of security camera systems at multiple District sites (“**Project**”); and

WHEREAS, the District desires to add equipment and construction scope for the Project’s design and Designer/Builder provided the District a proposal dated March 9, 2022, to increase the not-to-exceed Contract Price (as defined in the DB Contract) to **\$2,794,794.**; and

WHEREAS, the Parties desire to amend the Contract’s terms to modify or incorporate certain provisions pursuant to and as set forth in this Amendment No. 3; and

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

1. **Defined Terms.** Except as may be defined herein this Amendment No. 3, capitalized terms shall have the meaning prescribed to them in the DB Contract.
2. **Replace** the first paragraph **only** in Section 1 of the DB Contract with the following:
 1. The Designer/Builder shall furnish the Services or Work described in **Exhibit A** to the District for a total price **not to exceed Two Million Seven Hundred Ninety-Four Thousand Seven Hundred Ninety-Four Dollars (\$2,794,794)** (“**Contract Price**”) as more specifically indicated in **Exhibit C**. The Contract Price shall be Designer/Builder’s total compensation to perform the following Work:
3. **Replace** the matrix immediately following Section 2 of the DB Contract with the following:

Phase		Total of Phase
Phase 1: Design Development Documents (100% at completion of this Phase)	This amount is a set fee to prepare Design Development Documents for the Sites indicated herein.	\$40,700
Phase 2: Construction Documents (100% at completion of this Phase)	This amount is a set fee to prepare Construction Documents for the Sites indicated herein.	\$85,125
Phase 3: Construction <ul style="list-style-type: none"> • Paid monthly at 95% of work completed pursuant to payment provisions herein; 	This is a not-to-exceed amount and will be finalized by the Parties after (1) Designer/Builder completes Phase 2, (2) Designer/Builder solicits bids from subcontractors pursuant to the	\$2,668,969

and • 5% paid within sixty days of Project Completion	Subcontractor Procurement Process as indicated in Exhibit F , and (3) the District approves the final pricing.	
NOT-TO-EXCEED TOTAL		\$2,794,794

4. **Replace Exhibit C** to the DB Contract with the **Amended Exhibit C** attached hereto as **Attachment 2**.
5. **Scope of Work Adjustment. Replace** Section 1 under “**Basis of Design**” in Article 4 of Exhibit A of the DB Contract with the following:

1. Camera Locations/Quantities

Site	Quantity
Benjamin Bubb Elementary School	19
Mariano Castro Elementary School	21
Gabriella Mistral Elementary School	25
Imai (Frank L. Huff) Elementary School	21
Edith Landels Elementary School	24
Monta Loma Elementary School	28
Stevenson Elementary School	16
Theuerkauf Elementary School	37
Jose Antonio Vargas Elementary School	18
Crittenden Middle School	31
Graham Middle School	36
Mountain View Whisman School District Office	10
Total Camera Count	286

6. Miscellaneous.

- 6.1. The Parties acknowledge that this Amendment No. 3 is subject to approval or ratification by the District Board of Education (“**Board**”). In the event that the Board rejects this Amendment No. 3, none of the Parties shall be deemed to have waived any rights with respect to the DB Contract.
- 6.2. This Amendment No. 3 constitutes the entire agreement between the Parties related to the specific subject matter covered herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Amendment No. 3 may be amended or modified only by a written instrument executed by both Parties. All other provisions of the DB Contract shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 3 and any provision of the DB Contract, the provisions of this Amendment No. 3 shall control. This Amendment No. 3 may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. This Amendment No. 2 shall be governed and construed in accordance with the laws of the State of California.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

Dated: August 3rd, 2022

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

PALADIN TECHNOLOGIES

By: _____

By: _____

Print Name: Ayindé Rudolph, Ed. D.

Print Name: Gregory Cobb

Print Title: Superintendent

Print Title: Director of Security Ops

ATTACHMENT 2

Amended Exhibit C

**DETAILED PROJECT COST VALUES
AND
OTHER PRICING COMPONENTS**

**Mountain View Whisman School District
Multi-Site Security Camera Project
Design-Build Project Cost Breakdown**

DESIGNER/BUILDER SHALL PREPARE THIS PRICING DOCUMENT FOR EACH SITE, AFTER FINAL PRICING IS AGREED TO BY THE PARTIES.

THE BELOW PRICING REFLECTS THE CONTRACT PRICE IN DESIGNER/BUILDER'S MAY 27, 2022, UPDATED DESIGN-BUILD PROPOSAL. WILL BE REPLACED UPON FINAL AMENDMENT CONTRACT TO UPDATE THE CONTRACT PRICE AFTER DESIGN

[Designer/Builder may add and/or revise subdivisions or components as outlined in this sample form and format as applicable to the Project.]

	Design through Design Development	\$40,700
	Design through final Construction Documents	\$85,125
	[RESERVED]	[RESERVED]
01000	General Requirements / General Conditions	\$203,580
	Project Manager	N/A (Not Yet Priced)
	Project Superintendent	N/A (Not Yet Priced)
	Foreman	N/A (Not Yet Priced)
	Clerical	N/A (Not Yet Priced)
	Safety Officer / Coordinator	N/A (Not Yet Priced)
	Vehicles	N/A (Not Yet Priced)
	Trailer	N/A (Not Yet Priced)
	Communications	N/A (Not Yet Priced)
	Office Equipment / Supplies	N/A (Not Yet Priced)
	Security	N/A (Not Yet Priced)
	Temporary Utilities	N/A (Not Yet Priced)
	Site Cleaning	N/A (Not Yet Priced)
	Toilets	N/A (Not Yet Priced)
	Mobilization / Layout (no more than 1%)	N/A (Not Yet Priced)
	Layout	N/A (Not Yet Priced)
	Fencing / Barricades	N/A (Not Yet Priced)
	Dust Control	N/A (Not Yet Priced)
	Waste Disposal	N/A (Not Yet Priced)
	Count/City/Etc. Fees	N/A (Not Yet Priced)
	Submittals, shop drawings (no more than 3%)	N/A (Not Yet Priced)
	Close-out Documentation (not less than 5%)	N/A (Not Yet Priced)
	Testing	N/A (Not Yet Priced)

Punch-List	N/A (Not Yet Priced)
Clean Up	N/A (Not Yet Priced)
Miscellaneous	N/A (Not Yet Priced)
Subtotal	\$329,405
Total estimated Construction Cost (Inclusive of materials, labor, Designer/Builder Labor/ (Add all subdivisions as required for detailed pricing)	2,139,486
[2] [SITE WORK]	N/A (Not Yet Priced)
[3] [CONCRETE]	N/A (Not Yet Priced)
[4] [MASONRY]	N/A (Not Yet Priced)
[5] [METALS]	N/A (Not Yet Priced)
[6] [WOOD AND PLASTICS]	N/A (Not Yet Priced)
[7] [THERMAL AND MOISTURE PROTECTION]	N/A (Not Yet Priced)
[8] [DOORS AND WINDOWS]	N/A (Not Yet Priced)
[9] [FINISHES]	N/A (Not Yet Priced)
[10] [SPECIALTIES]	N/A (Not Yet Priced)
[11] [EQUIPMENT]	N/A (Not Yet Priced)
[12] [FURNISHINGS]	N/A (Not Yet Priced)
[13] [SPECIAL CONSTRUCTION]	N/A (Not Yet Priced)
[14] [CONVEYING SYSTEMS]	N/A (Not Yet Priced)
[15] [MECHANICAL]	N/A (Not Yet Priced)
[16] [ELECTRICAL]	N/A (Not Yet Priced)
[17] [COMMUNICATIONS]	N/A (Not Yet Priced)
Subtotal	\$2,139,486
Bonds	\$25,283
Insurance (Including Builder's Risk)255	\$6,330
Overhead & Profit	\$103,830
Contingency	\$190,460
(Preliminary) Project Cost	\$2,794,794.00