

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__ , by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Environmental Science Associates, a California corporation, (“Consultant”).

WHEREAS, City is undertaking a project to annex approximately 291 acres, generally located at the northwest corner of Bellevue and Lake Road; and,

WHEREAS, City and Consultant have previously entered into a Services Agreement (“Agreement”) dated December 6, 2021; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 23, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

Consultant shall perform the additional work outlined in the proposal from Consultant to City dated July 11, 2025, attached hereto as Exhibit “1”.

2. Section 24, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

City shall pay to Consultant the not to exceed additional sum of Forty-Five Thousand One-hundred-Eighty Eight Dollars (\$45,188.00) for the additional work described in the proposal attached hereto as Exhibit “1” and in accordance with the rates set forth on Exhibit “1.”

3. Except as herein amended, the Agreement dated December 6, 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 3/9/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

CONSULTANT
ENVIRONMENTAL SCIENCE
ASSOCIATES, A California Corporation

BY: _____
(Signature)

Brian Boxer
(Typed Name)

Its: _____
Regional Director II
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS:

TELEPHONE: 916-564-4600

FAX: _____

E-MAIL: Boxer@esassoc.com



2600 Capitol Avenue, Suite 200
Sacramento, CA 95816
916.564.4500 [phone](tel:916.564.4500)
916.564.4501 [fax](tel:916.564.4501)
esassoc.com

July 11, 2025

City of Merced

Attention: Jonnie Lan, Principal Planner
678 West 18th Street
Merced, CA 95340

RE: University Vista Project EIR - Contract Modification No. 1

Dear Ms. Lan:

This contract modification request describes out-of-scope tasks for the University Vista Project EIR contract, as described below.

ESA's scope of work for the University Vista project originally scoped out the agricultural resources and wildfire environmental topics as the project area was not designated as Important Farmland by the California Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) and was not within a very high fire hazard severity zone as mapped by the Cal Fire's Fire and Resources Assessment Program (FRAP) at the time the notice of preparation was published in April 2022. However, in consideration of the sensitivity of agricultural land conversion and wildfire risk issues in the County of Merced, at the City's request, ESA subsequently prepared agricultural resources and wildfire sections and are thus requesting additional budget to cover this out-of-scope work.

In addition, shortly after ESA began preparation of the Administrative Draft EIR, the project applicant initiated changes to the project description to: (1) increase residential units counts and square footages; (2) increase commercial square footage in the commercial (non-mixed-use) pad; and (3) retain the same site layout as currently proposed. As a result, ESA was required to update the project description to reflect these changes and thus are also requesting additional funds to cover this work.

Next, concerning the preparation of the EIR air quality, biological resources, energy, and greenhouse gas emissions sections, ESA did not have the benefit of reviewing the applicant's technical studies prior to preparing our scope as they had not yet been prepared. Given their breath, our original budget to prepare these EIR sections is inadequate, and we are requesting additional funds to prepare these sections.

Finally, the project has been on hiatus since early 2023. As it has been over two years since the ESA team engaged in the project, ESA staff need to review the completed EIR sections to refamiliarize ourselves with the project and to ensure that the remaining sections are consistent in format and style with the sections that have been completed.

ESA currently has \$4,812 remaining in Task 6, Administrative Draft EIR. At this time, ESA is requesting that an additional \$45,188 to be added to Task 6 of our scope of work dated November 18, 2021, to cover this work. See the attached spreadsheet for details of our cost estimate. Please note that our billing rates have increased and request that our updated rates be used going forward.

Please feel free to contact us at (916) 564-4500 or at our mail addresses below if you would like to discuss this request further. We look forward to continuing our work with you and thank you for your time and consideration.

Sincerely,



Paul Mitchell
Project Director
pmitchell@esassoc.com



Paul Stephenson
Project Manager
pstephenson@esassoc.com

| University Vista Contract Mod #1 | | TOTAL ESA LABOR COST & FEES | | | | | | | | | | Total ESA Labor Cost | | | | |
|----------------------------------|-----------------------------|---|---|---------------------------------------|-------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|--------------------|----------------------------|-------------------------|-------------|-------------------------------------|--------------------|-------------------------|
| Task # | Task Name/Description | P. Mitchell Managing Consultant 6 | P. Stephenson Managing Consultant 4 | C. Dugan Principal Consultant 3 | J. Iyer Managing Consultant 4 | C. Hughs Managing Consultant 1 | J. Orsain Managing Consultant 1 | J. Medan Associate Consultant 3 | K. Olsen Associate Consultant 4 | ESA Total Hours | ESA Labor Subtotal (\$) | Rate Escalation | Contingency | Technology & Data Management Fee | Total Labor Fee | Total ESA Labor Cost |
| | Revised Project Description | 2 | 12 | | | | | | 2 | 16.00 | \$ 4,154 | \$ - | \$ - | \$ 126 | \$ 126 | \$ 4,320 |
| | Agricultural Resources | | 2 | | | | | 16 | | 18.00 | \$ 3,332 | \$ - | \$ - | \$ 100 | \$ 100 | \$ 3,432 |
| | Air Quality | | | 2 | 28 | | | | 2 | 32.00 | \$ 8,378 | \$ - | \$ - | \$ 251 | \$ 251 | \$ 8,629 |
| | Biological Resources | | | | | 8 | 32 | | 2 | 40.00 | \$ 7,880 | \$ - | \$ - | \$ 236 | \$ 236 | \$ 8,116 |
| | Energy | | | 2 | 16 | | | | 2 | 20.00 | \$ 5,166 | \$ - | \$ - | \$ 156 | \$ 156 | \$ 5,342 |
| | Greenhouse Gas Emissions | | | 2 | 24 | | | | 2 | 28.00 | \$ 7,314 | \$ - | \$ - | \$ 219 | \$ 219 | \$ 7,533 |
| | Wildfire | | 2 | | | | | | 2 | 18.00 | \$ 3,332 | \$ - | \$ - | \$ 100 | \$ 100 | \$ 3,432 |
| | Completed Section Review | | 16 | | | | | | 2 | 18.00 | \$ 4,256 | \$ - | \$ - | \$ 128 | \$ 128 | \$ 4,384 |
| 6 | Total Hours | 2 | 32 | 6 | 68 | 8 | 32 | 32 | 8 | 188.00 | \$ 43,872 | \$ - | \$ - | \$ 1,316 | \$ 1,316 | \$ 45,188 |
| | Total (\$) Amount | \$312 | \$266 | \$276 | \$266 | \$197 | \$197 | \$175 | \$189 | | | | | | | |

PROJECT COST ESTIMATE SUMMARY TABLE

| | |
|---|------------------|
| ESA Labor | \$ 43,872 |
| Annual Rate Escalation Allowance | \$ - |
| Contingency | \$ - |
| Technology and Data Management Fee | \$ 1,316 |
| ESA Labor Amount | \$ 45,188 |
| ESA Non-Labor Expenses | \$ - |
| Reimbursable Expenses (see Attachment A for detail) | \$ - |
| ESA Equipment Usage (see Attachment A for detail) | \$ - |
| Subtotal ESA Non-Labor Expenses | \$ - |
| Subconsultant Costs | \$ - |
| PROJECT TOTAL | \$ 45,188 |