

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2019 , by and between the City of Merced, a California Charter Municipal Corporation (“City”), and University Village Merced, LLC, a California Limited Liability Company, whose address of record is 774 Mays Blvd, Suite 10-299, Incline Village, NV 89451 (“Developer”).

WHEREAS, Developer desires to develop commercial and residential uses on approximately 70 acres generally located on the northeast corner of Yosemite Avenue and Parsons Avenue/Gardner Road (hereinafter referred to as the “Project”); and

WHEREAS, City and Developer have previously entered into a Reimbursement Agreement (“Agreement”) dated November 7, 2016; and,

WHEREAS, City and Developer desire to amend said Agreement and provide reimbursement 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 14, “ADDITIONAL REIMBURSEMENT,” is hereby added to the Agreement to read as follows:

“SECTION 14. ADDITIONAL REIMBURSEMENT.
Developer shall reimburse the City the additional sum of Seven Thousand Forty-Four Dollars (\$7,044.00) for additional services required in connection with the Project as described in the ‘Revised Scope of Work’ dated September 3, 2019, attached hereto as Exhibit “1”.

2. Except as herein amended, the Agreement dated November 7 2016, shall remain in full force and effect.

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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: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

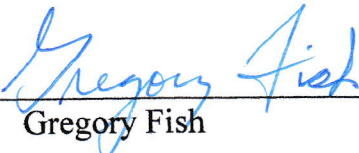
APPROVED AS TO FORM:

BY: *Phueda A. Smith* *9-16-19*
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

DEVELOPER
UNIVERSITY VILLAGE MERCED,
LLC, A California Limited Liability
Company

BY: 
Gregory Fish

ITS: Manager

Taxpayer I.D. No. 47-5459164

ADDRESS: 774 Mays Blvd, Suite 10-299
Incline Village, NV 89451

TELEPHONE: 925-324-3500

FAX: 775-831-6555

EMAIL: gdfish@gmail.com

September 3, 2019

Julie Nelson
City of Merced
678 West 18th Street
Merced, California 95340

Subject: Revised Scope of Work to prepare the University Village Merced Student Housing Project and Annexation EIR for the City of Merced, California

Dear Julie:

As requested, we have revised our scope of work for the University Village Merced Student Housing Project and Annexation Project EIR (proposed project) to address changes to the project. It is our understanding the applicant has submitted revised plans and is requesting work on the EIR resume. The project would still annex approximately 70 acres from Merced County into the City. This includes the approximately 30-acre site on the northeast corner of E. Yosemite Avenue and N. Gardner Avenue, and an additional 40 acres located to the west and east. The proposed project has been modified to increase the number of units from 330 to 540-student housing units on the 30-acre parcel that includes 20 residential buildings (a decrease in two residential buildings from the original project), along with a clubhouse, outdoor recreational space, and a community bus stop. Consistent with the original project, a retail village located around a central community square and a 1.1-acre detention basin is still proposed. The status of the residential Extended Stay units and market-rate apartments is not known. No new development is proposed on the remaining 40 acres, consistent with the previous project description.

The scope of work included in our contract with the City dated November 7, 2016, is unchanged with the exception of the following tasks that have been updated/revised to address changes to the project or changes to CEQA that have occurred since 2016/2017. Only those tasks that were either previously completed or require updating based on the change to the project are included in this scope of work. Table 1 summarizes the cost estimate to complete these tasks.

Task 2: Prepare NOP and Attend Scoping Meeting

Because the project includes over 500 units, the lead agency (City of Merced) is required to hold a scoping meeting (CEQA Guidelines § 15082[c] and 15206). Based on this, it is recommended a revised NOP be prepared and circulated for agency and public review and comment on the scope of the EIR. We assume only one round of internal review would be required before finalizing the document. We assume city staff would oversee noticing and distribution of the NOP (Dudek will deliver the NOP to the State Clearinghouse). It is assumed City staff will arrange the meeting space, coordinate public noticing. The same as the prior scoping meeting, this meeting will be structured in an “Open House” format and would be held in a large room at City Hall. Dudek’s project manager will attend this meeting and will prepare a sign-in sheet and mailer for submitting written comments. Dudek will work with City staff to coordinate and run the scoping meeting.

Cost Estimate.....\$3,505

Task 3: Initial Study

In December 2018, the State adopted revisions to Appendix G of the CEQA Guidelines (Environmental Checklist or Initial Study). The IS prepared previously needs to be updated to reflect the changes to Appendix G and to reflect the revised project. Dudek will prepare an Administrative Draft Initial Study for internal review. Dudek will respond to one set of consolidated City comments and provide the final Initial Study for inclusion as an appendix to the Draft EIR.

Cost Estimate.....\$4,420

Task 4: Draft EIR

Dudek’s Project Manager will re-initiate work on the EIR and re-engage staff. The first task requires reviewing the prior technical studies prepared for the project. Dudek completed a Biological Resource Assessment of the project site in December 2016 and a Cultural Resources Letter report in February 2017. To ensure both reports reflect current existing conditions and regulatory requirements the following updates are required.

- Because the Biological Resource Assessment is 3 years old Dudek’s biologist will conduct a new literature search of the regulatory databases and review aerial imagery of the project site to document existing conditions. No site visit or fieldwork will be undertaken. The Biological Resource Assessment will be updated based on the new literature search and review of aerial imagery.
- Dudek’s cultural resources staff will review the Cultural Resources Letter report to ensure it still accurately reflects the local, state and federal regulatory requirements. A new records search will not be conducted for the project. It is recommended the City re-initiate tribal consultation pursuant to SB 18 and AB 52 processes.
- Dudek has received a drainage report and flood study prepared by the applicant in April 2018 that will be peer reviewed by Dudek to ensure it provides the evidence necessary to complete the hydrology and storm drain analysis. It is our understanding the City will provide updated information on sewer conveyance capacity for use in the EIR.

Administrative Draft EIR: The Project Description will be updated to describe the new project and any new information. A draft of the project description will be provided to City staff for review prior to commencing work on the technical sections to ensure the project description accurately represents the project. This scope of work assumes Dudek will provide City staff with only one draft version of the project description for review and comment. If additional versions are required, this may necessitate a request for a budget augment.

- Work completed previously on the Administrative Draft EIR will need to be reviewed and updated based on the new project description, including updates to existing graphics previously prepared and updating all the EIR thresholds with the new Appendix G questions. Specifically, the following sections previously drafted require updating: Aesthetics, Agricultural Resources, Biological Resources, Cultural Resources, Land Use, Public Services and Utilities.

- We assume that, as the project now includes 500 or more housing units, a water supply assessment in compliance with SB 610 will be provided by an approved third party for review and incorporation into the Administrative Draft EIR.

Cost Estimate.....\$25,070

Task 6: Project Management

The re-initiation of the project, including a new scoping period, and revision of certain technical work, will require additional management time. The overall length of time to complete the EIR would not change from the original scope of work that calls for a 10 to 12 month process. An updated schedule with specific dates will be provided at project initiation.

Cost Estimate.....\$2,400

Table 1 Estimated Cost

Task	Cost
Task 2 Revise NOP/ Scoping Meeting	\$3,505
Task 3 Revise Initial Study	\$4,420
Task 4 Draft EIR (only includes ADEIR)	\$22,070
Task 4a Update Biological Assessment/Review Cultural Report	\$3,000
Task 6 Project Management	\$2,400
<i>Labor Subtotal</i>	\$35,395
Direct expenses (mileage, hard copies)	\$100
<i>Project Total</i>	\$35,495
Less Contingency	-\$23,938
Less Mark-up Amount Not Used	-\$4,513
Total Additional Cost	\$7,044

We are happy to work with the City and the applicant team to complete preparation of the EIR for this project and look forward to hearing from you should you have any questions about our revised proposal. Please contact me at 916.438.5314 or at ckronenberg@dudek.com at your earliest convenience.

Sincerely,



Christine Kronenberg, AICP
Senior Project Manager

Attachments: Dudek 2019 Billing Rates

DUDEK
2019 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$285.00/hr
Principal Engineer III.....	\$265.00/hr
Principal Engineer II.....	\$255.00/hr
Principal Engineer I.....	\$245.00/hr
Program Manager.....	\$225.00/hr
Senior Project Manager.....	\$225.00/hr
Project Manager.....	\$220.00/hr
Senior Engineer III.....	\$215.00/hr
Senior Engineer II.....	\$205.00/hr
Senior Engineer I.....	\$195.00/hr
Project Engineer IV/Technician IV.....	\$185.00/hr
Project Engineer III/Technician III.....	\$175.00/hr
Project Engineer II/Technician II.....	\$160.00/hr
Project Engineer I/Technician I.....	\$145.00/hr
Project Coordinator.....	\$115.00/hr
Engineering Assistant.....	\$110.00/hr

ENVIRONMENTAL SERVICES

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$90.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$260.00/hr
Principal Hydrogeologist/Engineer I.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$185.00/hr
Hydrogeologist VI/Engineer VI.....	\$165.00/hr
Hydrogeologist V/Engineer V.....	\$155.00/hr
Hydrogeologist IV/Engineer IV.....	\$145.00/hr
Hydrogeologist III/Engineer III.....	\$135.00/hr
Hydrogeologist II/Engineer II.....	\$125.00/hr
Hydrogeologist I/Engineer I.....	\$115.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker II.....	\$75.00/hr
Collection Maintenance Worker I.....	\$65.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$175.00/hr
Senior Designer.....	\$165.00/hr
Designer.....	\$155.00/hr
Assistant Designer.....	\$150.00/hr
CADD Operator III.....	\$145.00/hr
CADD Operator II.....	\$140.00/hr
CADD Operator I.....	\$125.00/hr
CADD Drafter.....	\$115.00/hr
CADD Technician.....	\$110.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.