

**FIRST AMENDMENT TO DEPOSIT AND REIMBURSEMENT
AGREEMENT**

THIS FIRST AMENDMENT TO DEPOSIT AND REIMBURSEMENT AGREEMENT ("Amendment") is made this ____ day of _____ by and between the City of Merced, a California Charter Municipal Corporation ("City") and University Vista Master Plan, LLC, a California Limited Liability Company whose address of record is 6030 Seabluff Drive, #315, Playa Vista, California 90094 ("Developer").

RECITALS

A. WHEREAS, in December 2021, the Parties entered into a Deposit and Reimbursement ("Agreement") whereby Developer agreed to reimburse City on a payment schedule for \$855,493.00 in cost and expenses City incurred in connection with Developer's project.

B. WHEREAS, the payment schedule for the reimbursement has changed and the Parties wish to amend the Agreement to reflect the updated schedule.

C. WHEREAS, except as modified herein, the terms of the Agreement shall remain the same.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, pursuant to paragraph 10 of the Agreement, the Parties agree to modify the Agreement as follows:

1. Section 15, "ADDITIONAL REIMBURSEMENT", is hereby added to the Agreement to read as follows:

A. Upon execution of this First Amendment, Developer shall deposit with the City the total estimated cost of Consultant's services, which equals the sum of Forty-Five Thousand One Hundred Eighty-Eight Dollars (\$45,188.00). Within ten (10) days of the mutual execution of this Amendment, the Developer shall deposit with the City the first of four equal installments of Eleven Thousand Two-Hundred Ninety-Seven Dollars (\$11,297.00). Installments of Eleven Thousand Two-Hundred Ninety-Seven Dollars (\$11,297.00) due within ninety (90) days, one hundred twenty (120) days, and one hundred eighty (180) days of execution of this Amendment, respectively. City shall apply this deposit to fees, costs, and expenses under

its contract with Consultant and shall refund to Developer any unspent funds upon termination of the Agreement. In the event the aforementioned amount (\$45,188.00) is amended or otherwise adjusted in the contract with the Consultant, Developer agrees to similarly amend its reimbursement obligation hereunder with the intent that the City will at all times be reimbursed for all actual fees, costs, and expenses under said contract with the Consultant, subject to the condition that Developer must have reviewed and approved any modifications to Consultant's proposal to be liable for resultant fees, costs, and expenses under the contract with Consultant. In the event the contract with the Consultant terminates, the Developer will only be responsible for its pro-rata share of the Consultant's cost to the date of termination.

2. Section 16, "ADDITIONAL MANAGEMENT FEE, is hereby added to the First Amendment to read as follows:

In addition to the Consultant time spent on preparing the environmental impact report, City staff will spend considerable time administering the Consultant contract. Under City Council Resolution #98-31, also known as the "Planning and Development Fee Schedule," the management fee for environmental review reports is an additional ten percent (10%) of the total environmental impact review cost. Pursuant to said Schedule, Developer hereby agrees to deposit within thirty (30) days of the mutual execution of this Amendment, the additional sum of Four-Thousand Five-Hundred Eighteen Dollars (\$4,518.00) to be applied toward the management fee for City staff time administering the preparation of an environmental document by the Consultant.

3. Limited Scope of Amendment. Except as specifically modified herein, the terms of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused this Amendment 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 3/30/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

DEVELOPER UNIVERSITY VISTA MASTER

PLAN, LLC, A California Limited Liability Company

Bobby Laughlin on behalf of
University Vista Master Plan, LLC



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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		P. Mitchel Managing Consultant 6	P. Stephenson Managing Consultant 4	C. Dugan Principal Consultant 3	J. Iyer Managing Consultant 4	C. Hughs Managing Consultant 1	J. Orsolini Managing Consultant 1	J. Medan Associate Consultant 3	K. Olsen Associate Consultant 4	TOTAL ESA LABOR COST & FEES						Total ESA Labor Cost
										ESA Total Hours	ESA Labor Subtotal (\$)	Rate Escalation	Contingency	Technology & Data Management Fee	Total Labor Fee	
Task #	Task Name/Description	\$312	\$266	\$276	\$266	\$197	\$197	\$175	\$189							
	Revised Project Description	2	12						2	16.00	\$ 4,194	\$ -	\$ -	\$ 126	\$ 126	\$ 4,320
	Agricultural Resources		2					16		18.00	\$ 3,332	\$ -	\$ -	\$ 100	\$ 100	\$ 5,432
	Air Quality			2	28				2	32.00	\$ 8,378	\$ -	\$ -	\$ 251	\$ 251	\$ 8,629
	Biological Resources					8	32			40.00	\$ 7,880	\$ -	\$ -	\$ 236	\$ 236	\$ 8,116
	Energy			2	16				2	20.00	\$ 5,186	\$ -	\$ -	\$ 156	\$ 156	\$ 5,342
	Greenhouse Gas Emissions			2	24				2	28.00	\$ 7,314	\$ -	\$ -	\$ 219	\$ 219	\$ 7,533
	Wildlife		2						16	18.00	\$ 3,332	\$ -	\$ -	\$ 100	\$ 100	\$ 3,432
	Completed Section Review		16							16.00	\$ 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	\$624	\$8,512	\$1,656	\$18,088	\$1,576	\$6,304	\$5,600	\$1,512							

PROJECT COST ESTIMATE SUMMARY TABLE

ESA Labor		\$ 43,872
Annual Rate Escalation Allowance		\$ -
Contingency		\$ -
Technology and Data Management Fee	3%	\$ 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