

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT
FOR PROJECT NO. P-10.1 UNCOMPLETED HIKING AND BIKING TRAILS
IN THE PACIFIC HIGHLANDS RANCH COMMUNITY,
REIMBURSEMENT AGREEMENT NO. 1052000**

This First Amendment to the Reimbursement Agreement for Project No. P-10.1, Uncompleted Hiking and Biking Trails ("First Amendment") is made and entered into on April 10, 201~~9~~²⁸ ("Effective Date") by and between the City of San Diego, a municipal corporation ("City"), and Pardee Homes, a California corporation ("Developer") (collectively, the "Parties"). This First Amendment relates to reimbursement for the design and construction of Uncompleted Hiking and Biking Trails identified as Project No. P-10.1, in the fiscal year ("FY") 2016 Pacific Highlands Ranch Public Facilities Financing Plan ("Financing Plan").

RECITALS

- A. On February 10, 2016, the City executed a Reimbursement Agreement for the design and construction of Uncompleted Hiking and Biking Trails in Pacific Highlands Ranch with Developer ("Agreement"). The Agreement is on file in the Office of the City Clerk as Document No. O-20588. Under the Agreement, Developer will design and construct Project No. P-10.1 pursuant to Exhibit A of the Agreement ("Project"). The total estimated cost of the project was Four Million Eight Hundred Thirty-Four Thousand Dollars (\$4,834,000) ("Estimated Cost"), which was approved by the City Council on January 12, 2016 pursuant to Ordinance No. O-20588.
- B. Due to higher than expected construction bids, the current cost estimates have come in higher than expected and the Developer has requested an additional Eight Hundred Nineteen Thousand Fifty-Seven Dollars (\$819,057) be authorized for reimbursement for the Project. With the requested increased costs, the total Estimated Cost under the Agreement would be increased to Five Million Six Hundred Fifty-Three Thousand Fifty-Seven Dollars (\$5,653,057).
- C. This First Amendment increases the Maximum Funds available for reimbursement for the Project from \$4,834,000 to \$5,653,057 ("Amended Maximum Funds"). Any amount in excess of the Amended Maximum Funds must not be reimbursed through this Amendment and shall constitute a Non-Reimbursable Cost. Developer is not automatically entitled to the Amended Maximum Funds or any other reimbursement. Developer must satisfy all terms of this First Amendment to become eligible for any portion of the Amended Maximum Funds if and as they are collected and become available for reimbursement.

In consideration of the recitals and mutual obligations of the Parties set forth in this First Amendment, the Parties agree as follows:

- 1. The recitals set forth above are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Section 3.3 of the Agreement is deleted in its entirety and replaced as follows:
Estimated Cost(s). Developer's Estimated Costs shall consist only of: (i) Project Costs, (ii) Developer's Administrative Costs (as defined in Section 3.3.1), and (iii) the Project Contingency (as defined in Section 3.3.2). The total Estimated Cost of the Project is **Five Million Six Hundred Fifty-Three Thousand Fifty-Seven Dollars (\$5,653,057)**, including interest (as set forth in Section 12.1.6).
3. **Exhibit E** is attached to reflect the increased Estimated Costs.
4. The Parties agree that this First Amendment represents the entire understanding of City and Developer. All other terms and conditions of the Agreement not addressed in this First Amendment remain in full force and effect; provided, however, that if a term in the Agreement specifically conflicts with this First Amendment, this First Amendment shall govern the terms of the Agreement.

IN WITNESS WHEREOF, this First Amendment is executed by the City of San Diego, acting by and through its Mayor, pursuant to San Diego Municipal Code section 142.0640(f), authorizing such execution, and by Developer.

This First Amendment was approved by the City Attorney this 13th of April, 2020, and this date shall constitute the Effective Date of this Agreement.

THE CITY OF SAN DIEGO, a Municipal Corporation

Dated: 4-10-20

By: Elyse W. Lowe
Name: Elyse W. Lowe
Title: Director, DSD

Approved as to form:
City Attorney, Mara W. Elliott

Karin Reich / for
Katherine A. Malcolm
Deputy City Attorney

Dated: 4/13/20

PARDEE HOMES, a California corporation

Dated: 11-5-19


By: 
Name: Jimmy Ayala
Title: Division President

EXHIBIT "E"

Estimated Costs of Project P-10.1 - "Uncompleted" Trails

Line	Scope	First Amendment	
		Original Estimate	Estimate
1	Submittal A		
2	Segment 1A	\$ 37,700	\$ -
3	Segment 4	\$ 166,000	\$ 126,267
4	Segment 5	\$ 207,000	\$ 211,054
5	Segments 6,7, & 9	\$ 369,000	\$ 303,704
6	Segment 10	\$ 84,000	\$ 37,717
7	Segment 11	\$ 99,000	\$ 45,000
8	Undercrossings I & II	\$ 1,954,000	\$ 1,854,484
9	Overlook/Trailhead C	\$ 13,000	\$ -
10	Submittal B		
11	Segment 1B	\$ 74,300	\$ 38,415
12	Segment 2	\$ 134,000	\$ 302,094
13	Submittal C		
14	Undercrossing III	\$ 977,000	\$ 2,189,567
15	Subtotal	\$ 4,115,000	\$ 5,108,302
16	City Permitting & Processing	\$ 100,000	\$ 227,943
17	Project Contingency	\$ 341,000	\$ -
18	Project Costs	\$ 4,556,000	\$ 5,336,245
19	Administrative Costs	\$ 228,000	\$ 266,812
20	Interest (not to exceed \$50,000)	\$ 50,000	\$ 50,000
21	Estimated Costs	\$ 4,834,000	\$ 5,653,057