

Attachment A to Agenda File No. 2015-1674

SECOND AMENDMENT TO AGREEMENT

The parties to this Second Amendment to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), ICF JONES & STOKES, INC., a Delaware corporation ("Consultant"), and PASHA AUTOMOTIVE SERVICES, a California corporation ("Applicant").

Recitals:

District, Consultant, and Applicant are parties to an agreement for professional services whereby Consultant is to provide environmental review consulting services to the District related to the National City Marine Terminal Tank Farm Redevelopment and Street Closures Project & Port Master Plan Amendment. The Agreement is on file in the office of the District Clerk as Document No. 61431, filed March 26, 2014 ("Agreement"). A First Amendment to Agreement is on file in the Office of the District Clerk as Document No. 62618, filed December 1, 2014.

It is now proposed to enter into a Second Amendment to the Agreement to add \$41,554 in additional funds needed to complete the tasks described in the attached Exhibit A-2 Scope of Work, incorporated herein, and to extend the termination date of the Agreement.

The Parties Agree:

The Agreement, pertaining to the above-described professional services, is amended as follows:

1. The total maximum expenditure under this Agreement is hereby increased by Forty One Thousand Five Hundred Fifty Four (\$41,554.00) Dollars from One Hundred Ninety Eight Thousand Four Hundred Dollars (\$198,400.00) to Two Hundred Thirty Nine Thousand Nine Hundred Fifty Four Dollars (\$239,954.00):
2. The Scope of Work is hereby amended to include additional services attached hereto as Exhibit A-2 and incorporated herein.
3. The term of this Agreement is hereby extended and shall terminate on June 30, 2016.

4. All other terms, covenants, and conditions in the original Agreement, as amended, shall remain in full force and effect and shall be applicable to this Second Amendment.

DATED: _____, 2015

SAN DIEGO UNIFIED PORT DISTRICT

By _____
Jason H. Giffen
Environmental and Land Use Management
Department

General Counsel

ICF JONES & STOKES, INC.

By _____

PASHA AUTOMOTIVE SERVICES

By _____

EXHIBIT A-2 Scope of Work

The following work items cover additional work to be completed by the Consultant, at the request of the District, for preparation of the Draft EIR for the National City Marine Terminal Tank Farm Redevelopment and Street Closures Project & Port Master Plan Amendment (Project). The additional work items are related to the following:

- Expansion of greenhouse gas (GHG) analysis to include post-2020 analysis;
- Additional cumulative project and project alternative analysis;
- Modifications to Port Master Plan Amendment (PMPA); and
- Potential demolition of two structures on the former Weyerhaeuser Lumber site.

As a result of the additional work items described above, Task 2, Task 3, Task 4, Task 8, and Task 14 are proposed to be revised, as described below. The contingency funds for this agreement are also proposed to be increased, as described below.

I. REVISED WORK PROGRAM

Task 2 – Project Description

As the result of comments received on the December 2014 Notice of Preparation (NOP), the following items are proposed to be added to the PMPA:

- Incorporate District-owned uplands properties located north of the marina (part of the area also known as “Lot K”), east and west of Marina Way. Designate the property as Commercial Recreation, and add an overlay that would allow marine related industrial uses on the portion located west of Marina Way on a temporary short-term basis. The incorporation of these properties into the Port Master Plan are clean-up items remaining from the District’s acquisition of the uplands property; and
- Add an overlay that would allow for marine related industrial uses on the property designated “commercial recreation,” north of the boat launch ramp and south of 32nd Street on a temporary short-term basis.

The Project Description is proposed to be revised to incorporate these additions to the PMPA, and the potential demolition of two structures on the former Weyerhaeuser Lumber site.

Task 3 – Initial Study

In response to a request by interested parties, the NOP/Initial Study, originally issued in December 2014, will be revised to incorporate the Project changes identified above for Task 2. Consultant will review and revise the Initial Study to help ensure its accuracy and general suitability for a 30-day recirculation. Consultant will review any comments provided by District and update the Initial Study as needed. Consultant will review and revise the Initial Study for consistency, readability, and formatting. Consultant will provide District with electronic copy of revised Initial Study. District is responsible for circulation of the NOP/Initial Study.

Task 4 – Technical Studies

The inclusion of potential demolition work (on the former Weyerhaeuser site) will require minor updates to the project construction analysis, including effects associated with air quality, GHG, and noise. Moreover, the District has requested that the potential closure of Tidelands Avenue be added as a cumulative project, which will require traffic modeling not previously scoped, as well as the effects from changes to traffic distribution and how it would affect localized air quality and noise. The transportation analysis will also include a comprehensive parking analysis using available reports, review of the parking information provided by Pasha and limited field work to verify whether impacts would or would not occur related to parking.

Further, the District has also requested that Consultant provide a post-2020 analysis for GHG emissions using the best available guidance and standards. Additional mitigation measures, as appropriate, will be considered and evaluated for suitability. In addition, Consultant and District will determine the phasing of implementation of GHG and air quality mitigation measures, as feasible.

No changes to the format of the deliverables is proposed.

Task 8 – Project Coordination and Meetings

Additional project management coordination efforts are required for the additional work efforts. Additional budget is provided for continued project management support and meeting attendance, including attendance by the Consultant's project manager at the Project's additional scoping meeting.

Task 14 – Draft EIR

The changes to the project description identified above for Task 2 will be carried into the body of the Draft EIR. Updates to the air quality, GHG, land use and planning, noise, and traffic/parking EIR sections will be prepared to reflect the project description changes, the additional cumulative project, and an additional project alternative.

Contingency for Unforeseeable Changes to Scope

The contingency of this agreement is increased by \$21,814 as additional funds may be necessary for unforeseeable changes to the scope of work that could result after public review of the Draft EIR. Written approval from the District must be received prior to Consultant allocating funds from this task for such services.

II. REVISED FEE FOR SERVICES TO BE PERFORMED

The above-mentioned work will be performed on a time and materials basis not to exceed a total of \$41,554. The total amount of these Labor costs shall be billed in accordance with Consultant's hourly rates, as depicted on Section 5 of the original Agreement.

Task	Proposed Fee Increase	Overall Total Fee per Task
Task 2 – Project Description	\$670	\$3,815
Task 3 – Initial Study	\$1,880	\$36,560
Task 4 – Technical Studies		
Task 4.1 – Air Quality & GHG Analyses	\$4,735	\$19,095
Task 4.2 – Noise	\$435	\$5,185
Task 4.3 – Traffic	\$6,010	\$25,810
Task 8 – Project Coordination and Meetings	\$2,310	\$16,920
Task 14 – Draft EIR	\$3,700	\$51,350
Contingency	\$21,814	\$34,414
TOTAL	\$41,554	