

## AMENDMENT TO AGREEMENT

The parties to this Amendment to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (“District”), CITY OF NATIONAL CITY, a municipal corporation of the state of California (City), ICF JONES & STOKES, INC., a Delaware corporation (“Consultant”), PASHA AUTOMOTIVE SERVICES, a California corporation (“Pasha”), and GB CAPITAL HOLDINGS, a Limited Liability Corporation (“GB Capital”). Pasha and GB Capital are collectively referred herein as “Applicant” or “Applicants.” The District and City are collectively referred herein as “Agencies.” The Agencies, Consultant and Applicants are sometimes individually referred to as a “Party” and are sometimes collectively referred to as “Parties.”

### Recitals:

The Parties entered into an agreement, on file in the office of the District Clerk as Document No. 66173, filed February 23, 2017 (“Agreement”), for professional services whereby Consultant is to prepare an EIR for the Proposed Project, as defined and described in Exhibit A to the Agreement.

It is now proposed to enter into an Amendment to the Agreement to add \$72,000 in additional funds needed to amend the Consultant’s Scope of Work to complete the tasks described in Exhibit A-1, Additional Scope of Work, attached hereto and incorporated herein, and to revise the shared cost and expense breakdown identified in the Agreement.

### The Parties Agree:

The Agreement is amended as follows:

1. The total maximum expenditure under this Agreement is hereby increased by Seventy Two Thousand Dollars (\$72,000.00) from Six Hundred Three Thousand Dollars (\$603,000.00) to Six Hundred Seventy Five Thousand Dollars (\$675,000.00).
2. Sections 2 (Reservation of Discretion – Proposed Project), 3 (Scope of Work) and 5.4 (Compensation of Consultant) of the Agreement are revised to reflect the following revised shared cost and expense breakdown percentages: Agencies each responsible for thirty-one (31) percent and Applicants each responsible for nineteen (19) percent for any and all Consultant services rendered pursuant to the Agreement, as amended by this Amendment to Agreement. And therefore, per this Amendment to Agreement, the District shall pay for the Agencies’ costs (sixty-two (62) percent of the total Consultant cost), and the Applicants shall each pay nineteen (19) percent of the total Consultant cost.
3. The Scope of Work is hereby amended to include additional services, as described and attached hereto as Exhibit A-1 and incorporated herein and

accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

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

DATED: \_\_\_\_\_, 2017

Approved as to form and legality:  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

\_\_\_\_\_  
By: Senior Deputy General Counsel

By \_\_\_\_\_  
JASON H. GIFFEN  
Assistant Vice President  
Planning and Green Port

Approved as to form and legality:  
CITY ATTORNEY

CITY OF NATIONAL CITY,  
a Municipal Corporation of the State of California

\_\_\_\_\_  
By: ANGIL MORRIS-JONES  
City Attorney

By \_\_\_\_\_  
BRAD RAULSTON  
Deputy City Manager

ICF JONES & STOKES, INC.,  
a Delaware Corporation

By \_\_\_\_\_

PASHA AUTOMOTIVE SERVICES,  
a California Corporation

By \_\_\_\_\_

GB CAPITAL HOLDINGS,  
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California

By \_\_\_\_\_

accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

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DATED: \_\_\_\_\_, 2017

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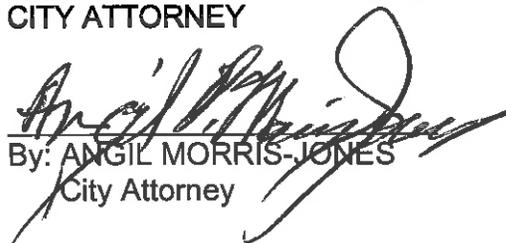
\_\_\_\_\_  
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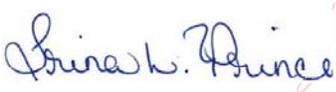
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By \_\_\_\_\_  
BRAD RAULSTON  
Deputy City Manager

ICF JONES & STOKES, INC.,  
a Delaware Corporation

By  \_\_\_\_\_  
Digitally signed by Trina L. Prince  
DN: cn=Trina L. Prince, o=ICF Jones & Stokes, Inc.,  
ou=04003, email=trina.prince@icf.com, c=US  
Date: 2017.09.25 13:44:45 -07'00'

PASHA AUTOMOTIVE SERVICES,  
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accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

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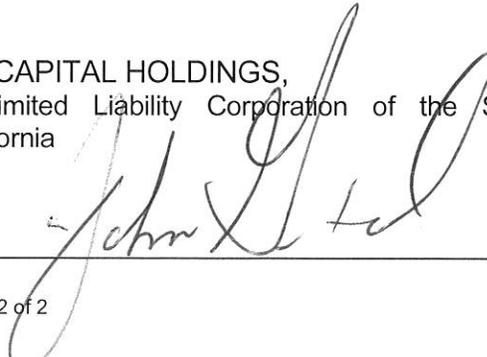
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By \_\_\_\_\_  


## EXHIBIT A-1 Amended Scope of Work

The following work items cover additional work to be completed by the Consultant, at the request of the City and as agreed to by the District, for preparation of the Environmental Impact Report (EIR) for the National City Bayfront Projects and Plan Amendments (“Proposed Project” or “project”). The Proposed Project will be revised to include the following, which are collectively referred to hereafter as “Bay Marina Drive scenarios”:

- Partial closure (“road diet”) of Bay Marina Drive, west of Marina Way. This includes narrowing the roadway from a 4-lane road to a 2-lane road.
- Full closure of Bay Marina Drive, west of Marina Way. This would divert all traffic.

For the traffic analysis to be able to identify what percentage or pro rata share of mitigation measures apply to each project component, the following traffic scenarios will be evaluated for the Bay Marina Drive scenarios, as described above.

1. Existing
2. Existing + Development Projects\*
3. Existing + District Public Works Projects\*\*
4. Existing + Complete Bayfront Plan\*\*\*
5. Existing + Closure of Bay Marina Drive (*new scenario*)
6. Existing + Partial Closure of Bay Marina Drive (*new scenario*)
7. Existing + Complete Bayfront Plan with Closure of Bay Marina Drive (*new scenario*)
8. Existing + Complete Bayfront Plan with Partial Closure of Bay Marina Drive (*new scenario*)
9. Near-term Base Conditions
10. Near-term + Complete Bayfront Plan
11. Near-term + Complete Bayfront Plan with Closure of Bay Marina Drive (*new scenario*)
12. Near-term + Complete Bayfront Plan with Partial Closure of Bay Marina Drive (*new scenario*)
13. Long-term Base Conditions
14. Long-term + Complete Bayfront Plan
15. Long-term + Complete Bayfront Plan with Closure of Bay Marina Drive (*new scenario*)
16. Long-term + Complete Bayfront Plan with Partial Closure of Bay Marina Drive (*new scenario*)

All 16 traffic scenarios of the traffic analysis will subsequently be utilized for the air quality, greenhouse gas emissions, and noise analyses. As noted above, only traffic scenarios 5, 6, 7, 8, 11, 12, 15, and 16 are “new” scenarios to this amended Scope of Work; the remaining traffic scenarios were contemplated in the Scope of Work included in the original Agreement. More specifically, amending the scope of the traffic, air quality, greenhouse gas emissions, and noise analyses will result in additional work items for Task 2, Task 4, Task 5, Task 6, Task 7, Task 8, Task 9, Task 10, Task 13, and Task 14, which are proposed to be revised, as described below. The contingency funds for this agreement are also proposed to be increased, as described below.

\* Development Projects is defined collectively as the Bayshore Bikeway Project, Pasha Projects, the GB Capital Project, and the City Program.

\*\* District Public Works Projects is defined collectively as the realignment of Marina Way and the expansion to Pepper Park

\*\*\* Complete Bayfront Plan is defined collectively as the Development Projects + District Public Works Projects

## I. REVISED WORK PROGRAM

### Task 2 – Project Description

The project description will be revised to include the Bay Marina Drive scenarios.

### Task 4 – Technical Studies

#### Task 4.1: Air Quality and Health Risk & Task 4.4: Greenhouse Gas Emissions and Climate Change

The scope of work will be expanded to address the additional eight traffic scenarios, as described above. The Bay Marina Drive scenarios would result in a portion or all traffic, and notably diesel-powered terminal trucks, diverting to alternate paths, which would expose new sensitive receptors along the new travel paths to emissions from diesel-powered trucks. The scope of work in the Agreement assumes a quantitative health risk assessment (HRA) if adequate data is available to perform the analysis, and a qualitative analysis if adequate data is not available. This amended scope of work assumes that adequate data to estimate the potential health risk from exposing any additional receptors to truck emissions will be available, and a quantitative assessment, using AERMOD, will be performed for both Bay Marina Drive scenarios, and the incremental cancer risk will be estimated for maximally exposed receptors along the new travel paths. Moreover, the Bay Marina Drive scenarios may increase truck travel distance to the freeway, since Bay Marina Drive is likely the shortest distance from the freeway. Thus, Consultant will estimate the change in truck-related criteria pollutants and greenhouse gas emissions associated with any increase in vehicle miles traveled. Also, if the Bay Marina Drive scenarios result in new congestion or worsen existing congestion at any roadway segment or intersection in the study area, Consultant will perform a carbon monoxide hot-spot analysis at up to three additional intersections, for a total of up to eight intersections.

#### Task 4.5: Noise and Vibration

The scope of work will be expanded to include the Bay Marina Drive scenarios, which would result in vehicles, particularly diesel-powered terminal trucks, diverting to alternate paths. These alternate routes would expose new sensitive receptors along the new travel paths to traffic noise and would generally expand both the number of roadway segments to be modelled and increase the number of scenarios to be analyzed by eight (corresponding to the eight “new” traffic scenarios described above).

#### Task 4.6: Transportation and Parking

The scope of work described for Task 4.6 in the Agreement is hereby replaced with the following, which adds the Bay Marina Drive scenarios and provides additional clarification to the original scope of work. However, only the eight new traffic scenarios, as described above, associated with the Bay Marina Drive scenarios require budget beyond the fee identified in the original Agreement.

Consultant's subconsultant, Chen Ryan Associates (CRA) will provide the following technical support and documentation for the preparation of the EIR.

*Project Description Trip Generation, Assignment and Redistribution* – Develop a net trip generation change based on the proposed changes in land/water uses and development projects contained within the project description. Assign (or subtract) trips to the adjacent roadway network based on trip generation estimates and existing travel patterns. Redistribute exiting trips that may be affected by the proposed network changes (closure of Tidelands Avenue, conversion of McKinley Avenue to one-way southbound, etc.). Identify the potential redistribution of vehicular traffic with the Bay Marina Drive scenarios, which are assumed as separate analysis scenarios.

*Project Study Area* - Based on the assumed changes in vehicular traffic patterns associated with the proposed project, developed under the work described in the above paragraph, a project study area will be defined utilizing the standards contained in the SANTEC / ITE Traffic Impact Study Guidelines in the San Diego Region, March 2000 and input from District staff. This includes up to 17 intersections, 26 roadway segments, and up to 8 freeway mainline segments.

*Analysis Scenarios* – Analyze and document the traffic conditions under the following scenarios. Roadway segments will be analyzed based upon existing Average Daily Traffic volumes. Intersection Level of Service (LOS) and delay analyses will be conducted for both AM and PM peak hour conditions, utilizing the methods outlined in the 2010 Highway Capacity Manual. Determine the associated traffic related impacts, for each component of the project, under each of the following scenarios. Determine appropriate mitigation measures to reduce the identified traffic related impacts to less than significant. Allocate the fair share contributions for each mitigation measure to each project component. The following analysis scenarios are required to identify the direct impacts associated with each project component, and to determine their fair-share responsibilities for cumulative related impacts:

*Existing Conditions Analysis* – Analyze and document the Existing traffic conditions within the project study area. This condition will determine an existing baseline in which direct project related impacts can be determined by.

*Existing Plus Development Projects* – The scenario assumes existing conditions with the development of Segment 5 of the Bayshore Bikeway, the closure of Tidelands Avenue, and the implementation of the proposed land development projects (collectively "Development Projects"). The direct impacts associated with these projects will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the direct

impacts associated with the projects that are not included in the District's Public Works improvements, as defined in the following paragraph.

*Existing Plus District Public Works Projects* - The scenario assumes existing conditions with the proposed expansion of Pepper Park as well as the Marina Way Roadway Realignment (collectively "District Public Works Projects"). The direct impacts associated with these projects will be identified, as well as associated mitigation measures. The purpose of this scenario is to identify the direct impacts associated with the District's Public Works Projects.

*Existing Plus Complete Bayfront Plan* – This scenario assumes the implementation of both the proposed Development Projects, as well as the District Public Works Projects (collectively "Complete Bayfront Plan"). The direct impacts associated with the Complete Bayfront Plan will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total direct impacts associated with proposed project as a whole.

*Existing Plus the Closure of Bay Marina Drive* – This scenario assumes that Bay Marina Drive, west of Marina Way, will be closed to vehicular traffic. The purpose of this scenario is to identify the direct impacts associated with the proposed closure, as well as recommend corresponding mitigation measures.

*Existing Plus the Partial Closure of Bay Marina Drive* – This scenario assumes that Bay Marina Drive, west of Marina Way, will be narrowed to one lane in each direction. The purpose of this scenario is to identify the direct impacts associated with the proposed partial closure, as well as recommend corresponding mitigation measures.

*Existing Plus Total Bayfront Plan with Closure of Bay Marina Drive* – This scenario assumes the implementation of both the proposed Development Projects, the District Public Works Projects, and the full closure of Bay Marina Drive. The direct impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total direct impacts associated with proposed project as a whole, with the full closure of Bay Marina Drive.

*Existing Plus Complete Bayfront Plan with Partial Closure of Bay Marina Drive* – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the partial closure of Bay Marina Drive. The direct impacts associated with this

scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total direct impacts associated with proposed project as a whole, with the partial closure of Bay Marina Drive.

*Near-Term Base Conditions* – In coordination with District and City of National City staff, identify any recently approved development projects. All related information for the identified “cumulative projects” will be supplied by both the District and the City of National City. The purpose of this scenario is to develop a near-term cumulative baseline in which Near-Term Cumulative impacts can be identified by. Near-Term Base conditions represents the project’s opening year.

*Near-Term Plus Complete Bayfront Plan* – This scenario assumes the implementation of the proposed Development Projects and the District Public Works Projects under near-term conditions. The near-term cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total near-term cumulative impacts associated with proposed project as a whole, under project opening year conditions.

*Near-Term Plus Complete Bayfront Plan with Closure of Bay Marina Drive* – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the full closure of Bay Marina Drive under near-term conditions. The near-term cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole, with the full closure of Bay Marina Drive, under project opening year conditions.

*Near-Term Plus Complete Bayfront Plan with Partial Closure of Bay Marina Drive* – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the partial closure of Bay Marina Drive under near-term conditions. The near-term cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole with the partial closure of Bay Marina Drive, under project opening year conditions.

*Future Year Base Conditions* - Background traffic volumes for the longer-term conditions will be based on the City of National City General Plan as well as the SANDAG Series 12 Year 2035 Transportation Forecast Model. The purpose of this scenario is to develop a Future Year cumulative baseline in which Future Year Cumulative impacts can be identified by.

*Future Year Plus Complete Bayfront Plan* – This scenario assumes the implementation of the proposed Development Projects and the District Public Works Projects under Future Year conditions. The Future Year cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total Future Year cumulative impacts associated with proposed project as a whole, under project future year conditions.

*Future Year Plus Complete Bayfront Plan with Closure of Bay Marina Drive* – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the full closure of Bay Marina Drive under Future Year conditions. The Future Year cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole with the full closure of Bay Marina Drive, under project future year conditions.

*Future Year Plus Complete Bayfront Plan with Partial Closure of Bay Marina Drive* – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the partial closure of Bay Marina Drive under Future Year conditions. The Future Year cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole with the partial closure of Bay Marina Drive, under project future year conditions.

*Project Construction* - Vehicular trip generation and truck estimates will be developed during the peak period of the project construction based on workforce and delivery/hauling estimates, to be provided to the project team by the District. Construction trip generation estimates will include the projected number of construction truck trips (materials / equipment delivery and waste hauling) and the construction worker trips that will access the project site during both the AM and PM peak hours. Traffic operations, including peak hour intersection and

roadway segment analysis, will be analyzed under Existing Plus Construction Traffic conditions.

*Documentation* - All findings will be documented in a Traffic Impact Study (TIS) to be submitted to the District and key stakeholders for review and comment. Based on comments received from District staff and key stakeholders the TIS will be revised and the Final TIS will be submitted to the District. It is assumed that CRA will spend up to 24 hours responding to public comments on the EIR.

*Meetings* - CRA will attend up to five (5) project related meetings, this includes the project kick off meeting, project team meetings, community meetings, and public hearings.

#### **Tasks 5-10, 13-14**

Additional sections of the EIR will be updated to incorporate an analysis of the two Bay Marina Drive scenarios. At this time, it is anticipated that additions will be prepared for the following EIR sections:

- Public Services (i.e. Police and Fire Services),
- Land Use and Planning (consistency with approved plans), and
- Cumulative impacts.

Moreover, additional limited budget is provided for revisions in the various administrative drafts if changes related to the analyses for the additional Bay Marina Drive scenarios are required. However, this assumes no changes to the proposed Bay Marina Drive scenarios themselves once the analysis is initiated. Furthermore, because there may be additional impacts and mitigation under the different Bay Marina Drive scenarios, additional budget has been included for additional Findings pursuant to CEQA.

#### **Contingency for Unforeseeable Changes to Scope**

The contingency of this agreement is increased by \$2,006 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 \$72,000. 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.

<b>Task</b>	<b>Proposed Fee Increase</b>	<b>Overall Total Fee per Task</b>
Task 1 – Review Background Information	\$0	\$5,312
Task 2 – Project Description	\$575	\$12,470
Task 3 – Initial Study/Notice of Preparation	\$0	\$17,346
Task 4 – Technical Studies		
Task 4.1 – Air Quality and Health Risk	\$8,191	\$37,802
Task 4.2 – Biological Resources (Marine)	\$0	\$14,500
Task 4.3 – Cultural Resources	\$0	\$23,487
Task 4.4 – Greenhouse Gas Emissions and Climate Change	\$1,463	\$19,604
Task 4.5 – Noise and Vibration	\$10,761	\$30,137
Task 4.6 – Transportation and Parking	\$21,500	\$59,280
Task 4.7 – Sea Level Rise	\$0	\$4,002
Task 5 – First Screencheck Draft EIR	\$19,321	\$195,512
Task 6 – Second Screencheck Draft EIR	\$2,318	\$45,319
Task 7 – Third Screencheck Draft EIR	\$633	\$18,077
Task 8 – Public Review Draft EIR	\$438	\$10,753
Task 9 – Responses to Comments	\$1,442	\$39,203
Task 10 – First Screencheck Final EIR and MMRP	\$1,257	\$17,938
Task 11 – Second Screencheck Final EIR and MMRP	\$0	\$8,678
Task 12 – Final EIR and MMRP	\$0	\$3,560
Task 13 – Findings and Statement of Overriding Considerations	\$770	\$7,053
Task 14 – Project Coordination, Meetings, and Quality Control	\$1,325	\$43,159
Task 15 – Reimbursable Expenses	\$0	\$7,250
<i>Contingency</i>	<i>\$2,006</i>	<i>\$54,558</i>
<b>TOTAL</b>	<b>\$72,000</b>	<b>\$675,000</b>