

(4)

San Diego Unified Port District  
Document No. 62604  
Filed DEC 26 2017  
Office of the District Clerk

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
GREAT ECOLOGY & ENVIRONMENTS, INC.  
for  
MITIGATION BANK CONSULTING SERVICES FOR THE POND 20 SITE SAN  
DIEGO, CA  
AGREEMENT NO. 244-2016AC**

The parties to this Amendment 1 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and GREAT ECOLOGY & ENVIRONMENTS, INC. a California Corporation (Consultant).

**Recitals:**

District and Service Provider are parties to an Agreement for Mitigation Bank Consulting Services for the Pond 20 Site San Diego, CA. The agreement is on file in the Office of the District Clerk as Document No. 65819 dated November 23, 2016. The maximum expenditure of the original Agreement is not to exceed \$640,220. It is now proposed to extend the agreement from June 30, 2018, to December 31, 2018, to increase the agreement amount by \$22,500 from a total of \$640,220 to \$662,720 to amend Attachment A, Scope of Services and to amend Attachment B, Compensation & Invoicing.

**The Parties Agree:**

1. **Section 2. TERM OF AGREEMENT**, shall be extended and shall terminate on December 31, 2018
2. **Section 3. a. Maximum Expenditure**, shall be increased by \$22,500 and shall not exceed \$662,720.
3. **ATTACHMENT A, SCOPE OF SERVICES**, shall be expanded to include the Task 2; Subtask 5:

Additional design support is needed to conduct scour modeling to determine if any impacts could occur to the pedestrian bridge at the Otay River, and water level monitoring to assist in evaluating the impacts of

increased tidal flow due to the creation of a wetlands mitigation bank on Pond 20.

- a. The Consultant shall develop and use the hydraulic model developed in Task 2B to simulate additional scenarios – such as existing, with-project, and cumulative (with Poseidon project) conditions for typical (tidal) flows and a high river flow scenario. Consultant shall compare modeled velocities with and without project to assess the potential for increased scour at the bridge. The modeling findings shall be included as part of the final Basis of Design report. Any scour mitigation design is not included in this scope of work.
- b. Consultant shall collect continuous water level data. NOAA collects water levels in north San Diego Bay, but there are no reliable (surveyed and tied in to a coordinate system) water level gages in south San Diego Bay near the project site. Tides can vary across a water body, so using the NOAA tide gage to characterize the Pond 20 site adds uncertainty to the design. Since the elevations where different marsh species occur is dependent on tide water levels and a few inches can make a difference to the success of these specific species, understanding water levels at the site is essential. Consultant shall install a tide gage for 2 months and survey the gage to the Towill topographic map of Pond 20. These data will also be used to calibrate the scour model, which will make the model results more reliable.

\*\*\*\*\*END OF PAGE\*\*\*\*\*

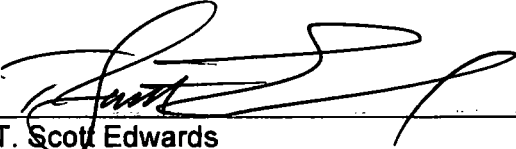
4. **ATTACHMENT B, COMPENSATION & INVOICING**, Fixed Fee Rate Table, shall be replaced with the following:

<b>TASK No.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Task 1:</b>	<b>Baseline Investigations</b>	<b>\$183,350</b>
<b>Task 2:</b>	<b>General Development Plan and 30% Design</b>	<b>\$190,060</b>
<b>Task 3:</b>	<b>60% Design</b>	<b>\$148,310</b>
<b>Task 4:</b>	<b>Mitigation Bank Regulatory Elements</b>	<b>\$96,000</b>
<b>Task 5:</b>	<b>Project Management, Communication, and Project Summary Documentation</b>	<b>\$45,000</b>
<b>Agreement Total (not-to-exceed)</b>		<b>\$662,720</b>


\*\*\*\*\*END OF PAGE\*\*\*\*\*

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

**SAN DIEGO UNIFIED PORT DISTRICT**

  
T. Scott Edwards  
Executive Vice President

**GREAT ECOLOGY &  
ENVIRONMENTS, INC**

  
Mark Laska  
President and Founder

Approved as to form and legality:  
GENERAL COUNSEL

  
By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.