

( 3 )

**AMENDMENT NO. 2 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 No. 2 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and GREAT ECOLOGY & ENVIRONMENTS, INC., a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Mitigation Bank Consulting Services for the Pond 20 Site, San Diego. The agreement is on file in the Office of the District Clerk as Document No. 65819 dated November 23, 2016, as amended by Amendment No. 1, Document No. 67604 dated December 26, 2017. It is now proposed to extend the agreement from December 31, 2018, to June 30, 2019, increase the Agreement by \$30,000.00, and amend Attachment A and Attachment B.

The Parties Agree:

1. Section 2, **TERM OF AGREEMENT** is hereby extended to June 30, 2019.
2. Section 3.a., Maximum Expenditure, is hereby increased by \$30,000.00 from a total amount of \$662,720.00 to a new maximum expenditure of \$692,720.00.
3. Attachment A, **SCOPE OF SERVICES**, REPLACE all references to Poseidon Project with Otay River Estuary Restoration Project (ORERP).
4. Attachment A, **SCOPE OF SERVICES**, Task 2, Subtask 5, paragraph a shall be replaced with the following:

The Consultant shall develop and use the hydraulic model developed in Task 2, Subtask 2 to simulate additional scenarios – such as existing, with-project, and



cumulative (with **ORERP**) 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.

5. Attachment A, **SCOPE OF SERVICES**, shall be amended to ADD Task 2, Subtask 6 as follows:

**Subtask 6: Update 30% Design**

Consultant shall update the 30% design, as completed in Task 2, Subtask 1, to include removal of a planned temporary berm as follows:

- a. update the 30% design to be consistent with the proposed ORERP 30% design to the north of the Pond 20 site
- b. design will keep the current channel connection location in place but be modified to connect to the ORERP after the temporary berm is removed
- c. pending review of this design by the District, this design will then be progressed to the 60%-design level under Task 3, Subtask 1

Consultant shall provide revised 30%-complete grading plans (to only include typical section of berm removal and new marshplain grading along the border of the ORERP); updated habitat distribution map; and updated quantities based on the revised design to support CEQA review

6. Attachment B, **COMPENSATION & INVOICING**, table shall be amended as follows:

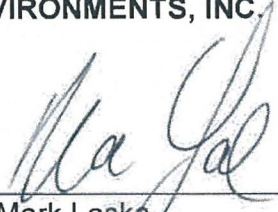
<b>TASK No.</b>	<b>DESCRIPTION</b>	<b>ORIGINAL AMOUNT</b>	<b>AMD1</b>	<b>AMD2</b>
Task 1	Baseline Investigations	\$186,350	\$186,350	\$186,350
Task 2	General Development Plan and 30% Design	\$167,560	\$190,060	<b>\$220,060</b>
Task 3	60% Design	\$148,310	\$148,310	\$148,310
Task 4	Mitigation Bank Regulatory Elements	\$96,000	\$96,000	\$96,000
Task 5	Project Management, Communication and Project Summary Documentation	\$45,000	\$45,000	\$45,000
<b>TOTAL (NOT-TO EXCEED)</b>		<b>\$640,220</b>	<b>\$662,720</b>	<b>\$692,720</b>

7. 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**

  
 Jason H. Giffen  
 Assistant Vice President  
 Planning & Green Port

**GREAT ECOLOGY &  
ENVIRONMENTS, INC.**

  
 Dr. 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.