

Attachment H to Agenda File No. 2019-0380

**AMENDMENT NO. 6 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. 6 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 Consultant 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, as amended by Amendment No. 1, Document No. 67604 dated December 26, 2017, as amended by Amendment No. 2, Document No. 69173 dated December 18, 2018, as amended by Amendment No. 3, Document No. 69324 dated January 31, 2019, as amended by Amendment No. 4, Document No. 69929 dated May 20, 2019, as amended by Amendment No. 5, Document No. 70249 dated August 12, 2019. It is now proposed to increase the Agreement by \$117,569, extend the Agreement from December 31, 2019 to March 31, 2020, and amend Attachment A, Scope of Services and Attachment B, Compensation & Invoicing.

The Parties Agree:

1. Section 2. **TERM OF AGREEMENT**, is hereby extended and shall terminate on March 31, 2020.
2. Section 3.a., **Maximum Expenditure**, is hereby amended to increase the Agreement by \$117,569 from a total of \$866,220 to a new, not to exceed, total amount of \$983,789.

3. **ATTACHMENT A, SCOPE OF SERVICES**, Task 2 and Task 4 shall be amended to **ADD** the following subtasks:

ADDITIONS TO TASK 2

Subtask 12: Mitigation Scenario Modeling Runs

Due to potential flooding impacts evaluated from the hydrodynamic models of the Otay River for a 100-year flood event, the Consultant shall model additional runs for potential mitigation options to reduce flood levels. Additional modeling and analyses, and associated data and model program, shall be documented in the modeling report and provide to the District.

Subtask 13: Bayside Park Field Survey

Consultant shall conduct a topographic survey of Bayside Park and the bike trail, using a combination of RTK-GPS and total station survey equipment. The survey will include 1-2 cross sections of the park to ground-truth the LiDAR data used in the hydrodynamic model, invert elevations of the culvert under the bike path, and the culvert dimensions. Consultant shall survey up to 1,000 linear feet along the bike path berm crest to check the topography used in the model. After the survey, the survey data shall be incorporated into the model and run the 100-year storm event for existing conditions, project conditions, and relevant mitigation options (up to seven runs in total).

Subtask 14: Model Dynamic Conditions

If the results of the runs conducted under Subtask 13 still show the project will increase flooding with relevant mitigation measures, the Consultant shall conduct additional modeling to analyze dynamic conditions. The effects of a wider Otay River on flood levels shall be considered first. It is expected that once the Pond 20 and/or ORERP site is restored and breached, the increased tidal prism will slowly scour the Otay River. Once the channel is scoured to equilibrium with the tidal prism in the restored site, the larger (i.e., wider and/or deeper) channel will be able to convey a larger volume of stormwater during a large storm event. Consultant shall model the project conditions with a larger Otay River channel cross-section based on hydraulic geometry calculations and will involve revising the project conditions model geometry. Once the new scenario is developed, the consultant shall run the 100-year storm event projection for project conditions and any relevant mitigation options (up to six runs in total).

If results of the enlarged Otay River scenario still show the project will increase flooding, the Consultant shall model the culverts between salt ponds (based on available data from Salt Works staff) along with potential salt pond levee breaching that could occur during a 100-year storm event. Consultant will model breaches in the salt pond levees to evaluate how a breach could change the flood dynamics under existing and project conditions (up to two runs).

Pending the results of Subtask 12, 13 and 14, add design work for a mitigation option and add one additional sheet to the 60% design. Additionally, this would include a basis of design narrative, to be included in the Basis of Design Report.

ADDITIONS TO TASK 4

Subtask 3: Finalize the Bank Enabling Instrument

- a. Attend up to four meetings with Interagency Review Team (IRT) to discuss and implement detailed components of the Bank Enabling Instrument
- b. Assist the District in negotiating proposed performance metrics to the IRT and implementing them throughout the Bank Enabling Instrument
- c. Coordinate with the U.S. Army Corps of Engineers to determine if an Approved Jurisdictional Determination will be required for the site and how that will affect the final credit ratio
- d. Complete the final portions of the Draft Bank Enabling Instrument for submission to the District
- e. Respond to District and IRT comments on the draft Bank Enabling Instrument and finalize the Bank Enabling Instrument, for District submission to the IRT.

4. **ATTACHMENT B, COMPENSATION & INVOICING**, fee schedule shall be **REPLACED** with the following:

TASK No.	DESCRIPTION	ORIGINAL AMOUNT	AMD1	AMD2	AMD3	AMD4	AMD5	AMD6
Task 1	Baseline Investigations	\$183,350	\$183,350	\$183,350	\$188,350	\$188,350	\$188,350	\$188,350
Task 2	General Development Plan and 30% Design	\$167,560	\$190,060	\$220,060	\$309,060	\$309,060	\$309,060	\$378,009
Task 3	60% Design	\$148,310	\$148,310	\$148,310	\$199,310	\$199,310	\$208,310	\$208,310
Task 4	Mitigation Bank Regulatory Elements	\$96,000	\$96,000	\$96,000	\$96,000	\$96,000	\$96,000	\$144,620
Task 5	Project Management, Communication and Project Summary Documentation	\$45,000	\$45,000	\$45,000	\$64,500	\$64,500	\$64,500	\$64,500
TOTAL (NOT-TO EXCEED)		\$640,220	\$662,720	\$692,720	\$857,220	\$857,220	\$866,220	\$983,789

5. 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

**GREAT ECOLOGY &
ENVIRONMENTS, INC.**

Eileen Maher
Director, Environmental Conservation

Mark S. Laska

Mark S. Laska
President and CEO

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.