

# Attachment 2

**CITY OF LAKE FOREST**  
**FIRST AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**PARTIES AND DATE.**

This First Amendment to the Agreement for Professional Consultant Services ("First Amendment") is entered into on the 5<sup>th</sup> day of November, 2021, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 100 Civic Center Drive, Lake Forest, CA 92630 ("City") and AquaBio Environmental Technologies, Inc. a California corporation, with its principal place of business at 14311 Cerise Ave, #108, Hawthorne, California 90250 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Wildlife Mitigation and Pond Maintenance Services dated January 9, 2019 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, increase the total amount of compensation under the Agreement, and update the delivery of notices.

**TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

The term of this Agreement shall be from January 1, 2019 to December 31, 2022, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one (1) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$161,480) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Delivery of Notices. Section 3.5.2 of the Agreement is hereby amended as follows:

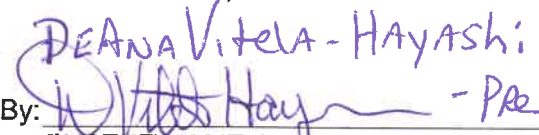
City: City of Lake Forest  
100 Civic Center Drive  
Lake Forest, CA 92630  
ATTN: City Clerk

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

**CITY OF LAKE FOREST**

By:   
\_\_\_\_\_  
Scott Voigts  
Mayor


**AQUABIO ENVIRONMENTAL  
TECHNOLOGIES, INC.**

By:   
\_\_\_\_\_  
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary  
OR Treasurer REQUIRED]

**ATTEST:**

By:   
\_\_\_\_\_  
Lisa Berglund  
City Clerk

By:   
\_\_\_\_\_  
[INSERT NAME AND TITLE]

**APPROVED AS TO FORM:**

By:   
\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**ATTACHMENT "1" TO FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**EXHIBIT "C"  
COMPENSATION**

Consultant shall be paid for services rendered in accordance with Section 3.3 of the Agreement and as described above under Exhibit "A" Scope of Services the not to exceed fee of one hundred sixty-one thousand four hundred eighty dollars (\$161,480). Compensation shall not exceed \$50,000 in any single year of the Agreement and shall be paid based on the following schedule.

Description	Unit Price	Quantity	Extended Price
<b>Year 1</b>			
Pond Maintenance	\$1,895	12	\$22,740
Wildlife Mitigation	\$1,200	12	\$14,400
Water Quality Testing	\$495	4	\$1,980
<b>Total Year 1</b>			<b>\$39,120</b>
<b>Year 2</b>			
Pond Maintenance	\$1,895	12	\$22,740
Wildlife Mitigation	\$1,200	12	\$14,400
Water Quality Testing	\$495	4	\$1,980
<b>Total Year 2</b>			<b>\$39,120</b>
<b>Year 3</b>			
Pond Maintenance	\$1,895	12	\$22,740
Wildlife Mitigation	\$1,200	12	\$14,400
Water Quality Testing	\$495	4	\$1,980
<b>Total Year 3</b>			<b>\$39,120</b>
<b>FIRST AMENDMENT</b>			
<b>Year 4</b>			
Pond Maintenance	\$1,895	12	\$22,740
Wildlife Mitigation	\$1,200	12	\$14,400
Water Quality Testing	\$495	4	\$1,980
Year 4 Extra Work	\$5,000	1	\$5,000
<b>Total Year 4</b>			<b>\$44,120</b>
<b>Total Compensation</b>			<b>\$161,480</b>

**Rate Schedule**

Any Extra Work shall be performed using the following rates as directed and authorized by the City.

**Professional Services**

Principal	\$150/hour
Senior Biologist	\$135/hour
Staff Biologist	\$95/hour
Junior Project Manager	\$95/hour
Administrative Support	\$40/hour
Internet Consulting for Remediation Site Assessment	\$85/hour
Per Diem	\$35
Mileage	\$0.575 per mile

**Field Services**

Crew Forman	\$95/hour
Diver with Equipment	\$75/hour

Landfill Site Monitoring	\$80/hour
Water Quality Site Testing	\$75/hour
Laborer	\$55/hour
Water Quality Testing	\$495/test

Equipment

15 Foot Aluminum Pontoon Boat	\$250/day
8 Foot Bass Boat	\$100/day
Field Water Quality Monitoring and Sampling Equipment	\$200/day
Pickup Truck	\$75/day
Tool Truck	\$100/day
Lake Mower/Weed Harvester	\$200/day

Outside Services

Laboratory Fees	Cost Plus 20%
Sub Consultant Fees	Cost Plus 20%
Expenses	Cost Plus 20%

Waterfowl and fish removal/relocation costs are not included in the above monthly maintenance.