

Attachment 3

CITY OF LAKE FOREST
SECOND AMENDMENT TO
AGREEMENT FOR MAINTENANCE SERVICES

PARTIES AND DATE.

This Second Amendment to the Agreement for Maintenance Services ("Second Amendment") is entered into on the _____ day of _____, 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 14934 S. Figueroa St. Gardena, Ca 90248 ("Consultant"). City and Consultant 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 entered into that certain First Amendment to the Agreement to extend the term of the Agreement, increase the total compensation under the agreement and update the delivery of notices, dated November 5, 2021 ("First Amendment").

2.3 Second 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, 2023, unless earlier terminated as provided herein. 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 TWO HUNDRED THOUSAND SIX HUNDRED DOLLARS (\$200,600) 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:

Contractor: AquaBio Environmental Technologies, Inc.
14934 S. Figueroa St.
Gardena, Ca 90248
ATTN: DeAna Vitela-Hayashi, President

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

CITY OF LAKE FOREST

AQUABIO ENVIRONEMENTATL TECHNOLOGIES, INC.

By: _____
Robert Pequeño
Mayor

DocuSigned by:
DeAna Vitela - Hayashi
By: _____
1E811153371F48E...
DeAna Vitela-Hayashi
President

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

ATTEST:

By: _____
Lisa Berglund
City Clerk

DocuSigned by:
DeAna Vitela - Hayashi
By: _____
1E811153371F48E...
DeAna Vitela-Hayashi
Secretary

APPROVED AS TO FORM:

DocuSigned by:
Matthew Richardson
By: _____
AE0F8B7C7BDD40D...
Best Best & Krieger LLP
City Attorney

**ATTACHMENT "1" TO SECOND AMENDMENT TO
AGREEMENT FOR MAINTENANCE 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 two hundred thousand six hundred dollars (\$200,600). 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 |
|---------------------------|-------------------|-----------------|-----------------------|
| Year 1 | | | |
| Pond Maintenance | \$1,895 | 12 | \$22,740 |
| Wildlife Mitigation | \$1,200 | 12 | \$14,400 |
| Water Quality Testing | \$495 | 4 | \$1,980 |
| Total Year 1 | | | \$39,120 |
| Year 2 | | | |
| Pond Maintenance | \$1,895 | 12 | \$22,740 |
| Wildlife Mitigation | \$1,200 | 12 | \$14,400 |
| Water Quality Testing | \$495 | 4 | \$1,980 |
| Total Year 2 | | | \$39,120 |
| Year 3 | | | |
| Pond Maintenance | \$1,895 | 12 | \$22,740 |
| Wildlife Mitigation | \$1,200 | 12 | \$14,400 |
| Water Quality Testing | \$495 | 4 | \$1,980 |
| Total Year 3 | | | \$39,120 |
| FIRST AMENDMENT | | | |
| Year 4 | | | |
| Pond Maintenance | \$1,895 | 12 | \$22,740 |
| Wildlife Mitigation | \$1,200 | 12 | \$14,400 |
| Water Quality Testing | \$495 | 4 | \$1,980 |
| Year 4 Contingency | \$5,000 | 1 | \$5,000 |
| Total Year 4 | | | \$44,120 |
| SECOND AMENDMENT | | | |
| Year 5 | | | |
| Pond Maintenance | \$1,895 | 12 | \$22,740 |
| Wildlife Mitigation | \$1,200 | 12 | \$14,400 |
| Water Quality Testing | \$495 | 4 | \$1,980 |
| Total Year 5 | | | \$39,120 |
| Total Compensation | | | \$200,600 |

Rate Schedule

| | |
|---|------------|
| <u>Professional Services</u> | |
| 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.

CITY OF LAKE FOREST
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AGREEMENT FOR MAINTENANCE SERVICES

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TECHNOLOGIES, INC.**

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Robert Pequeño
Mayor

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DeAna Vitela - Hayashi
By: _____
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DeAna Vitela-Hayashi
President

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

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Lisa Berglund
City Clerk

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DeAna Vitela - Hayashi
By: _____
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APPROVED AS TO FORM:

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Best Best & Krieger LLP
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| Total Compensation | | | \$200,600 |

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