

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is effective the 16th day of June, 2026, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and Sequoia Ecological Consulting, Inc., a California Corporation ("Consultant").

RECITALS

WHEREAS, effective July 20, 2021, CITY and Consultant entered into an Agreement for biological monitoring and geomorphological inspection/monitoring services to the City in an amount not to exceed \$224,212 ("Agreement"); and

WHEREAS, effective December 22, 2025, a First Amendment to the Agreement for consulting services was entered into by the parties, modifying the terms of that Agreement related to Effective Date and Term to extend the term of the Agreement by six (6) months, through June 30, 2026; and

WHEREAS, the parties have agreed to further modify the terms of that Agreement related to Scope of Services, Compensation, and Effective Date and Term;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Pursuant to Section 3 of the Agreement, entitled "Additional Services", certain Additional Services shall be added to the "Scope of Services" identified in Section 1 of the Agreement. Section 1 of the Agreement, "Scope of Services", is amended to add the following provisions:

"Consultant agrees to provide the City the Additional Services as specified in the Consultant's Amendment Request #2 Proposal dated **May 29, 2026**, attached hereto as **Exhibit AMN2-A** and incorporated herein, including:

Task 1: Annual Creek Cleanup Inspection

- Task 1.1 Project Initiation
- Task 1.2 Fish and Wildlife Surveys
- Task 1.3 Maintenance Monitoring

Task 2: Post-Construction Mitigation Monitoring

- Task 2.2 Spring Site Monitoring
- Task 2.3 Fall Site Monitoring
- Task 2.4 Annual Reporting
- Task 2.5 Agency Coordination (as-needed)

Task 3: On-Call Services (As Needed)

- Task 3.1 On-Call Services, if requested

2. **COMPENSATION.** Section 2 of the Agreement, “Compensation,” is amended to include the following provision(s):

“For the additional services rendered pursuant to this Agreement as amended, CITY shall pay Consultant an additional amount not to exceed **Sixty-Seven Thousand Three Hundred Forty Dollars (\$67,340)**, for a total compensation not to exceed **Two Hundred Ninety-One Thousand Five Hundred Fifty-Two Dollars (\$291,552)**.”

3. **EFFECTIVE DATE AND TERM.** Section 4 of the Agreement, “Effective Date and Term,” is amended to include the following provision:

“The term of this Agreement (“Term”) begins on the Effective Date set forth above, and expires on **June 30, 2027**. If the term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.”

4. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed _____

Date signed _____

Sequoia Ecological Consulting, Inc.

By _____
Tashi MacMillen, Principal

Date signed _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed _____

Attachment: Exhibit AMN2-A - Consultant’s Amendment Request #2 Proposal dated 5/29/26

EXHIBIT AMN2-A
Consultant's Amendment Request #2 Proposal dated May 29, 2026



Amendment Request #2

May 29, 2026

This request for a contract amendment between **Sequoia Ecological Consulting, Inc. (Sequoia)** and the **City of San Pablo (City)** incorporates all General Terms and Conditions, Rate Schedule, and Additional Provisions of the original contract between Sequoia and the City (dated July 20, 2021), unless otherwise specified. [Per Section 22 of the Agreement,] this document constitutes the requested approval for the amended scope of work described herein. Contract amendment values are presented in Table 1. Detailed costs for Amendment 2 are in Table 2.

Table 1. Contract Value Amendment Request

Original Contract Value:	\$224,212
Amendment # 1 Value (No-cost Extension):	\$0.00
Amendment # 2 Value	\$67,340
Total Proposed Contract Value	\$291,552

Scope of Work – Amendment 2

Sequoia understands that the City would like to extend the existing agreement for an additional year to align with the Year 5 spring and fall monitoring requirements under the 401 Permit (RWQCB 401; CIWQS Place ID 849147) for the Wildcat Creek Trail Project, the submittal of the Year 5 Annual Report (Task 2), and continued support with Annual Creek Cleanup inspection and reporting (Task 1) under the CDFW (1600-2020-0203-R3) permit. Task 3 for on-call services will remain as currently structured.

Work and deliverables, which will occur in calendar year 2026, will align with Exhibit A and B of the Agreement, and will include:

Task 1: Annual Creek Cleanup Inspection

- Task 1.1 Project Initiation
 - Biologist qualification package
 - Site walk with City Maintenance staff
- Task 1.2 Fish and Wildlife Surveys
 - Reconnaissance-level species-specific surveys in advance of work
- Task 1.3 Maintenance Monitoring
 - Monitoring during creek cleanup activities
 - Daily monitoring logs and survey reports
 - Support for annual reporting
 - Agency coordination, if requested, to discuss future monitoring and maintenance requirements



Task 2: Post-Construction Mitigation Monitoring

- Task 2.2 Spring Site Monitoring
- Task 2.3 Fall Site Monitoring
- Task 2.4 Annual Reporting
 - Includes additional time for agency coordination, if requested
- Task 2.5 Agency Coordination (as-needed)

Task 3: On-Call Services (As Needed)

- Task 3.1 On-Call services, if requested

All work under this amendment will be performed on a time and materials basis, up to an amount of **\$67,340.**

AGREEMENT

Both parties hereby agree to the terms of this change order request.

SEQUOIA ECOLOGICAL CONSULTING, INC.

City of San Pablo

By _____

By _____

Title _____

Title _____



Table 3. Cost Summary, including Original Scope and Proposed Amendment #2

	Original Scope							Amendment				Grand Total
	Fiscal Yr	Fiscal Yr	Fiscal Yr	Fiscal Yr	Fiscal Yr	Expenses	Total	Fiscal Yr	Fiscal Yr	Expenses	Total	
	2021	2022	2023	2024	2025	2021-25		2025	2026	2025-26		
	2021/22	2022/23	2023/24	2024/25	2025/26		2025/26	2026/27	2025-26			
Task 1: Annual Creek Cleanup Inspection												
1.1 - Project Initiation	2,804	280	288	0	304	0	3,676	0	567	0	567	4,243
1.2 - Fish and Wildlife Surveys	10,647	10,667	10,997	11,327	11,657	0	55,295	0	11,721	0	11,721	67,016
1.3 - Maintenance Monitoring	6,642	13,968	14,364	14,760	15,156	0	64,890	0	20,664	0	20,664	85,554
TOTAL - Task 1	20,093	24,915	25,649	26,087	27,117	0	123,861	0	32,952	0	32,952	156,813
Task 2 : Post-Construction Mitigation Monitoring												
2.1 - Project Initiation	1,320	2,379	0	0	0	0	3,699	0	0	0	0	3,699
2.2 - Spring Site Monitoring	3,115	4,475	3,426	3,529	0	400	14,945	6,087	0	0	6,087	21,032
2.3 - Fall Site Monitoring	0	4,238	3,449	3,665	3,912	400	15,664	977	5,162	0	6,139	21,803
2.4- Annual Reporting	0	2,127	2,192	2,257	2,322	0	8,898	0	6,312	0	6,312	15,210
2.5 - Agency Coordination	678	1,036	1,067	1,098	3,266	0	7,145	0	5,850	0	5,850	12,995
TOTAL - Task 2	5,113	14,255	10,134	10,549	9,500	800	50,351	7,064	17,324	0	24,388	74,739
Task 3: On-Call Services												
3.1 - On-Call Services	10,000	10,000	10,000	10,000	10,000	0	50,000	0	10,000	0	10,000	60,000
TOTAL - Task 3	10,000	10,000	10,000	10,000	10,000	0	50,000	0	10,000	0	10,000	60,000
TOTAL PROJECT COST	\$ 35,206	\$ 49,170	\$ 45,783	\$ 46,636	\$ 46,617	\$ 800	\$ 224,212	\$ 7,064	\$ 60,276	\$ -	\$ 67,340	\$ 291,552