

**AMENDMENT NO. 2 TO  
THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND BFS LANDSCAPE ARCHITECTS**

This Amendment No. 2 to the Agreement for Professional Services (the "Amendment") is entered into this 25<sup>th</sup> day of February, 2025, by and between the City of Salinas (the "City") and BFS Landscape Architects, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

**RECITALS**

WHEREAS, the City and Contractor first entered into a the Agreement for Professional Services effective January 2, 2023, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the term of the Agreement, additional services and compensation.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

**TERMS**

1. Section 2 of the Agreement is hereby amended to read as follows:

**Term; Completion Schedule.** This Agreement shall commence on January 2, 2023, and shall terminate on June 30, 2027, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.

2. Section 3 of the Agreement is hereby amended to read as follows:

**Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed one million eight hundred twenty-eight thousand five hundred eighty-nine (\$1,828,589) dollars.

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

**CITY OF SALINAS**

DocuSigned by:  
  
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René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

*Christopher A. Callihan*

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- Christopher A. Callihan, City Attorney
- Rhonda Combs, Assistant City Attorney

**BFS LANDSCAPE ARCHITECTS**

DocuSigned by:

*Larry Foster*

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Printed name: Larry Foster

Title: President