

**AGREEMENT —AMENDMENT NO. 1 TO
MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CSG CONSULTANTS, INC. AND THE CITY OF SALINAS**

This Amendment No. 1 to the Master Service Agreement for Professional Services (the “Amendment”) is entered into this 14th day of November 2023, by and between the City of Salinas (the “City”) and CSG Consultants, Inc., (the “Consultant” or “CSG”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Consultant first entered into a Master Service Agreement for Professional Services effective February 7, 2023, pursuant to which Consultant agreed to provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Consultant desire to amend the Agreement further clarify the scope of service and define the roles between the City and Consultant; and

WHEREAS, the City and Consultant desire to amend the Agreement to stipulate an amount not to exceed \$882,042 for the Natividad Creek Park Restroom Rehabilitation, Sherwood Recreation Center – Phase IV, Chinatown Navigation Center Building Improvements and Shower Trailer Installation, and Chinatown Neighborhood Improvements projects, as specified in CSG’s proposals and to clarify the scope of service.

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

TERMS

1. The Agreement, “**Section 1. Scope of Service**”, is amended to restate in this section the following:

It is understood by the City and Consultant that Consultants performs or secures the performance of design, inspection, project, construction management, labor compliance services, environmental services to comply with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA), and related services for the City on an on-going basis for the following Capital Improvement Projects (CIPs):

- 1) Natividad Creek Park Restroom Rehabilitation
 - a. Not To Exceed Amount: \$200,773
 - b. Scope of Work
 - i. Inspection Services
 - ii. Project Management
 - iii. Construction Management
 - iv. Labor Compliance (Davis-Bacon and Prevailing Wages)
- 2) Sherwood Recreation Center – Phase IV,
 - a. Not To Exceed Amount: \$322,378
 - b. Scope of Work
 - i. Design
 - ii. Inspection Services

- iii. Project Management
- iv. Construction Management
- v. Labor Compliance (Davis-Bacon and Prevailing Wages)
- vi. CEQA and NEPA Environmental Services

3) Chinatown Navigation Center Building Improvements and Shower Trailer Installation, and

- a. Not To Exceed Amount: \$128,891
- b. Scope of Work
 - I. Design
 - II. Inspection Services
 - III. Project Management
 - IV. Construction Management
 - V. Labor Compliance (Davis-Bacon and Prevailing Wages)
 - VI. CEQA Environmental Services

4) Chinatown Neighborhood Improvements projects.

- a. Not To Exceed Amount: \$230,000
- b. Scope of Work
 - I. Design
 - II. Inspection Services
 - III. Project Management
 - IV. Construction Management
 - V. Labor Compliance (Davis-Bacon and Prevailing Wages)
 - VI. CEQA and NEPA Environmental Services

Under this agreement, CSG shall not render any construction work for any of the previously stated projects. CSG will assist the City in the preparation of the project specifications, but the City shall be responsible for releasing the Call for Bids for each of the projects. CSG will also assist in reviewing bid proposals received, but the City will ultimately be responsible for accepting a lowest bid proposal from a qualified General Contractor (GC) through a competitive closed-bid process for each project per the City's requirements. CSG shall not enter into any construction contracts on behalf of the City for any of the previously stated projects, as that will be the responsibility of the City.

CSG will also assist the City with environmental services for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) as well as Labor Compliance for all projects. Labor Compliance will include Davis-Bacon and California Prevailing Wage monitoring and regulations. CSG will follow the City of Salinas Labor Compliance Program approved by City Council on October 27, 2020.

The City shall collect all required documentation through the Call for Bids and will ensure all City, State, and Federal grant requirements are met before entering into a Construction Contract with a qualified General Contractor, and any subcontractors included under the General Contractor. On each occasion the Consultant performs services for the City, the Consultant shall advise the City in writing of the scope of services to be provided and the cost of, and estimated time to perform services. Consultant shall not proceed to perform any such service until City and Consultant have established a project cost, a completion schedule and a time period for performance, and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the Community Development Director. The

Community Development Director authorization shall be limited to the maximum not to exceed amount stipulated in this Amendment as outlined in Section 3 and the scope of services outlined in Section 1.

2. The Agreement, **"Section 3. Compensation"**, is amended to restate in this section the following:

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 as set forth in Exhibit B an amount not to exceed Eight Hundred and Eighty-Two Thousand and Forty-Two dollars (\$882,042.00) and set forth in proposals submitted by CSG for each individual project.

3. The Agreement, **"Section 14. Changes to Scope of Work."**, is amended to restate in this section the following:

City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

Should CSG bring on additional subconsultants not specified in their original Request for Qualifications Proposal for Master Services to perform any design, inspection, project and construction management, labor compliance, and CEQA/NEPA environmental services, these subconsultants shall be competitively procured, insurance certificates provided to the City, and require approval from the Community Development Director before bringing the subconsultant(s) under agreement.

4. 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 Consultant have entered into this Agreement as of the date first written above.

City of Salinas

DocuSigned by:
By: Jim Pia
95AF7118EAC649A...
Jim Pia, Interim City Manager

CSG Consultants, Inc.

DocuSigned by:
By: Cyrus Kianpour
7AC12FF2224A4B2...
Cyrus Kianpour, President

APPROVED AS TO FORM:

DocuSigned by:
By: Christopher A. Callihan
DF000E02871844E...
Christopher A. Callihan, City Attorney
Rhonda Combs, Assistant City Attorney