

**AGREEMENT —AMENDMENT NO. 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS (BFS)**

This Amendment No. 3 to the Agreement for Professional Services (the “Amendment”) is entered into this 5th day of May 2026, 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 an agreement for design, program and construction management for Closter Park, El Gabilan Tot Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park) effective January 2, 2023, in an amount not to exceed \$1,755,389 to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor entered into Amendment No. 1 on April 9, 2024, to reflect additional work that will be completed and increasing the agreement compensation by \$73,200 for El Gabilan Tot Lot; and

WHEREAS, the City and Contractor entered into Amendment No. 2 on February 25, 2025, to amend the term of the agreement to reflect a termination date of June 30, 2027; and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect 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 3 of the Agreement is hereby amended to read as follows:

Compensation. City hereby agrees to pay Consultant for services rendered to the City pursuant to this Agreement on a time and materials basis according to the rates of compensation in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed \$1,939,489.

2. 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

René Mendez, City Manager

APPROVED AS TO FORM:

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

BFS LANDSCAPE ARCHITECTS

Printed name: _____

Title: _____