# AGREEMENT —AMENDMENT NO. 1 TO INCREASE THE TOTAL COMPENSATION AMOUNT FOR THE FOLLOWING AGREEMENT FOR PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING

This Amendment No. 1 to the Agreement for Professional Services (the "Amendment") is entered into this 25<sup>th</sup> day of March 2025, by and between the City of Salinas (the "City") and Willdan Engineering, (the "Consultant"). 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 an Agreement for Professional Services effective July 1, 2024, 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 to increase the City's capacity to use technical staff and services to address staffing shortfalls, after hours, weekend and special events work, vendor enforcement and the current increase in workload.

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

### **TERMS**

1. The Agreement, 3. Compensation section, is amended to the following:

<u>Compensation.</u> 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. The total amount of compensation to be paid under this Agreement shall not exceed \$295,000.

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

## **CITY OF SALINAS**



# APPROVED AS TO FORM:

Ruonda Combs

☐ Christopher A. Callihan, City Attorney

☑ Rhonda Combs, Assistant City Attorney

Version: March 2025

Willdan Engineering

— Docusigned by:
Patrick Johnson

Patrick Johnson, PE, CBO