

# Exhibit A

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF SALINAS AND KIMLEY-HORN ASSOCIATES  
AMENDMENT NO. 4  
(Downtown Parking Lots 8 and 12 and Chinatown)**

This Amendment No. 4 to the Agreement for Professional Services (the "Amendment") is entered into this 30th day of June 2026, by and between the City of Salinas (the "City") and Kimley-Horn and Associates, a North Carolina Corporation, (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 Professional Services effective July 14, 2025, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the two services to be performed include: Task 1 development in the *Downtown Parking Lots 8 and 12* (Contractor account no. 197479010.1.100), and Task 2 developing various properties in *Chinatown* (Contractor account no. 197479010.1.200); and

WHEREAS, the City and Contractor executed **Amendment No. 1** to the Scope of the Agreement December 12, 2025, amending the scope of work to address and resolve unforeseen complications related to the Parking Lots 8 and 12 ("the Properties"), funded additional appraisal updates and additional due diligence in Chinatown, established a new third task Property Demolition (Contractor account number 197479010.1.300) and increased the total amount of compensation to be paid to the Contractor by the City from \$68,000 by an additional \$124,840, for a new total not to exceed \$192,840; and

WHEREAS, the City and Contractor further agreed to **Amendment No. 2** dated February 1, 2026, authorizing the Contractor to retain the professional services needed to complete a Phase 1 Environmental Site Assessment ("ESA") study for the Properties plus additional hours of consultant time, adding \$53,335 for a new total of \$246,175 and extending the term until May 31, 2026; and

WHEREAS, effective March 31, 2026, the Contractor was advised of budget concerns and stopped work on Tasks 2 and 3, focusing instead on Task 1, and shifted all of funds remaining in Tasks 2 and 3 to Task 1, in the amount of \$49,897 to pay for these costs without impacting the total cost of the Agreement; and

WHEREAS, the Phase 1 ESA Study recommends that a Phase 2 ESA study be completed, and on April 21, 2026, the City and Contractor agreed to **Amendment 3** to the Agreement, adding \$40,000 to the \$246,175 for a new total of \$286,175;

WHEREAS, the Phase 2 ESA confirmed the presence of hazardous materials at Tier 2 of the Environmental Screening Levels (ESL), that requires action be taken to address these concerns, so the Contractor authorized a review by the State and County regulatory agencies, as well as the need to complete the removal of obsolete title exceptions, and property boundary issues; and

WHEREAS, the due diligence work including receipt of an updated appraisal for *Task 1 Downtown Parking Lots 8 and 12* is nearing completion- waiting for the regulatory direction to take action to remediate the hazardous materials; and

WHEREAS, the work completed in *Task 2 Chinatown* has prepared 3-properties (106 East Lake Street, 110 East Lake Street and 14 Soledad Street) for escrow pending acceptance of an offer based on updated appraisals, a purchase and sale agreement, then opening escrow to include ESA's, and hazardous material testing and if needed and action plan for remediation, then following the close of escrow, demolition and lot consolidations; and

WHEREAS, Exhibit "A" attached to this Amendment summarize the remaining subtasks necessary to complete Task 1 and Task 2 of the original Agreement, and includes a small contingency as Task 4, to account for minor unforeseen issues that need to be resolved in order to close these Property sales and acquisitions, causing a need for the City and Contractor to amend the **Agreement a 4<sup>th</sup>** time adding Exhibit A to the Tasks to provide for additional services and additional compensation, and extending the term to August 30, 2026.

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

### TERMS

1. **Section 1** of the Agreement is hereby further amended to add the additional scope of services attached hereto as Exhibit A.
2. **Section 2** of the Agreement is hereby amended extending the Term from May 31<sup>st</sup>, 2026, to August 30<sup>th</sup>, 2026.
3. **Section 3** of the Agreement is hereby further amended to increase the total amount of compensation to be paid by the City under the Agreement by an additional Seventy-two Thousand, Four-hundred and Three dollars (\$72,403) thereby bringing the total amount of compensation to be paid under the Agreement to a total amount not to exceed Three Hundred and Fifty-Eight Thousand, Five hundred and Seventy Eight dollars (\$358,578).
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 Contractor have entered into this Amendment No. 4 as of the date first written above.

**CITY OF SALINAS**

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Rene Mendez, City Manager

APPROVED AS TO FORM:

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

**KIMLEY-HORN AND ASSOCIATES**

Signed by:

6/15/2026 | 9:55 AM PDT

*Mark Falgout*

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Mark A. Falgout, PE No. 63394  
Senior Vice Principal

Exhibit A- Summary of Tasks needed to be completed as Amendment 4 for Tasks 1, 2 and 4 of the original Agreement.

# Additional Scope of Services Amendment No. 4

## Salinas Amendment 4- v3 06.02.2026

### TASK 1 – Updated Scope for Downtown Parking Lots

		Sub Task Detail	SubTask hrs
Task 1	Downtown	Close Escrow	
			Clear M1W from Title (Lot 12)
			Record new Map for Lot 8- with Lgl Descr
			Convey updated title to buyer for approval
			Respond to additonal concerns/final PTR
		Appraisal	Continue to update Brigantino- Nick Davis
			Discuss action plan with CapRock
			County Environmental Health/State Water Board- review recommendations and strategize a remediation plan if necessary
			Consider development conditions/mit haz
			Negotiate development conditions to resolve
		LDM	Review to assure 100% compliance
			Draft Notice to "Proceed" - City acceptance

### Complete LDA Article 4

“Article 4” of the LDA describes the “developer’s predisposition requirements for purchase of the property”

#### 1.2 Agree on price- based on appraisal

Review appraisal, render an opinion of its completeness/acceptance by the City from Appraiser, take the City’s Phase 2 final recommendations into consideration, (Section 4.3 below), and provide to the Developer which shall have 30-days to accept or retain a second opinion (prepare another appraisal). Follow the proposed process in Section 4.1

This assumes credit for cleanup will be offered.

#### 2.2 Developer needs to move towards “Acceptance of Title Exceptions”

Two letters have been exchanged regarding objections to the title- City and Developer have to narrow this list of concerns (“cure any disapproved exceptions”) to the lowest number of possible “exceptions” and negotiate the rest (RDA for example). Understand if the developer is willing to waive its objection of any remaining title items the City is unable to remove, and proceed with the Agreement, or will developer terminate the Agreement?

This discussion may require a meeting between attorneys and the Title Officer.

Boundary issues have to be resolved on both lots and final legal descriptions can then be drafted. Need Legal’s help with a plan for Lot 12. City will request new Title Reports, and present them for final acceptance. Written notice of disapproval is required per the details in this Section 4- or attach legal descriptions to new deeds and record.

**Determine cost of remediation and deduct from appraisal. 2 to 3 weeks to hear back from the State, then plan action accordingly. State most likely needs to approve the clean-up plan, inspect and approve it.**

**TASK 2 Chinatown**

	Sub Task Detail	SubTask hrs
<b>Task 2Chinatown Acquire Properties</b>		
	106 E Lake Street	Suey Yip (no longer exists) Title Transfer to Suey Sing- agree to front legal costs- this is not City's role - support only
		Confirm tenancy- issue 30 day notice?
		New Appraisal w/new data (title report)
		Purchase and Sale Agreement/Open Escrow
		Close Escrow- transfer to City
		Clean and secure property/no tenant
	110 E Lake Street	Discuss value with Appaiser-
		Agree to appraise property
		Send Offer to owner (Central Valley)
		Come to terms with owners- P&S Agmt
		Open Escrow- 30 days/complete appriaisal
		Close Escrow- transfer to City
	<b>Consolidate Bridge Street/Lake Properties</b>	
		Include in Advanced Planning
	14 Soledad Street	Follow-up on May Letter to owners (Bing Kong)
		Execute Right of Entry Agreement
		Update 2025 Appraisal
		Send Offer to owner (Central Valley)
		Come to terms with owners- P&S Agmt
		Open Escrow- 30 days
		Close Escrow- transfer to City
	<b>Consildate 10-14 Soledad Street</b>	
		Demo and Secure property
		Implement Haz Mat Remediation Plan
		Work with Advance Planning - future use



### **106 E Lake Street**

Agree to escrow conditions for 106 E Lake with the Suey Sing to include advance for attorney fees to remove Suey Yip from title and transfer it to Suey Sing.

Attempt to get Suey Sing Board approval of a draft Purchase and Sale Agreement.

Assist with the Suey Sing ownership/transfer of title if necessary. Determine tenancy- is the property subject to a lease/tenant? (one-two months?)

Appraise the property (one month)

Take the Purchase and Sale Agreement with the Suey Sing to City Council for approval. (one month)

Open escrow, order PTR

Analyze data from requested reports, identify any title issues. Execute Right of Entry Agreement.

### **110 E Lake Street**

Send Conditional Offer based on value of appraisal at 106 E Lake Street (value per square foot)

Take the Purchase and Sale Agreement to City Council for approval. (one month) Open escrow, order PTR

Analyze data from requested reports, identify any title issues, order Phase 2 ESA (most likely). (reports will take two months)

Execute Right of Entry Agreement, perform additional testing of site Consolidate

Lots on Bridge Street/Lake Street

14 Soledad

Follow-up on the letter sent to Bing Kong. Revised appraisal March 20, 2026 to be used for price estimate- agree to price.

P&S Agreement taken to City Council Open escrow, order PTR

Analyze data from requested reports, identify any title issues,

Execute Right of Entry Agreement, perform additional testing of site (6 weeks to get report)

Demo and Secure property

Consolidate 10-14 Soledad Street/Coordinate with Advanced Planning

### **TASK 4 – Maintain Property Acquisition List and Update as Necessary**

Assure City compliance with Government Code 65402. Follow-up on drafted Resolution fo the

Planning Commission (02.18.2026)

**Cost Estimate and Schedule**

The City exhausted the current amount of budgeted funds in mid-May. The estimated amount of time needed to complete the amended tasks adds 167 hours to complete Tasks 1, 2 and 3, at 10-15 hours per week, between June 1 and August 30, 2026.

		7/14/2025	12/12/2025	2/6/2026	04/01.2026	6/6/2026	pending	Totals
		Original	Amend #1	Amend #2	Adjustment	Amend 3	Amend 4	
Task 1	Downtown	\$ 27,000	\$ 13,600	\$ 25,503	\$ 49,897		\$ 15,608	\$ 131,608
	ESA sub-cont			\$ 6,670		\$ 40,000		\$ 46,670
Task 2	Chinatown	\$ 41,000	\$ 94,625	\$ 21,162	\$ (34,588)		\$ 51,592	\$ 173,791
Task 3	Demo Property	\$ -	\$ 16,615		\$ (15,309)			\$ 1,306
Task 4	Property List	\$ -	\$ -				\$ 5,203	\$ 5,203
<b>Total</b>		<b>\$ 68,000</b>	<b>\$ 124,840</b>	<b>\$ 53,335</b>	<b>\$ -</b>	<b>\$ 40,000</b>	<b>\$ 72,403</b>	<b>\$ 358,578</b>
<b>Growth</b>		<b>\$ 68,000</b>	<b>\$ 192,840</b>	<b>\$ 246,175</b>	<b>\$ 246,175</b>	<b>\$ 286,175</b>	<b>\$ 358,578</b>	

**We appreciate the opportunity to provide these services!**

If you have any questions or concerns, please don't hesitate to contact me at [don.reynolds@kimley-horn.com](mailto:don.reynolds@kimley-horn.com) (831) 316-1428, or Mark Falgout [mark.falgout@kimley-horn.com](mailto:mark.falgout@kimley-horn.com) (925) 965-7701

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Mark Falgout, PE  
 Sr. Vice President  
 P.E. No. 63394

Don Reynolds. MPA  
 Sr. Project Manager