

**AMENDMENT NO. 2 TO AMEND AND RESTATE AN  
AGREEMENT FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL CONSULTANTS/CONTRACTORS  
BETWEEN  
HARRIS AND ASSOCIATES AND CITY OF SALINAS**

This Amendment No. 2 to the Agreement for Professional Services for Environmental Consultants/Contractors (the "Amendment") is entered into this 20th day of August 2024, by and between the City of Salinas (the "City") and Harris and Associates, (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 for the Industrial Wastewater Pump Station Improvements Project effective January 18th, 2022, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, On August 8, 2023, through Resolution No. 22290 the City and Consultant entered into Amendment No. 1 to the agreement for additional services not included to the original scope of work for professional services for an amount of \$102,082; and

WHEREAS, the contract terms expired on December 31, 2023; and

WHEREAS, the project was bid for construction on July 16, 2024 and additional services are required from the consultant during construction; and

WHEREAS, the City and Consultant desire to further amend the Agreement to extend the contract terms to December 31, 2025 and to increase the not to exceed amount to \$393,538 for changes not in the original scope of work for the Industrial Wastewater Pump Station Improvements Project.

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

**TERMS**

- I. The Agreement, 1. Scope of Service section, is amended and restated in its entirety as follows:
  1. **Scope of Service.** The project is contemplated, and the scope of Consultant's services are described in **Exhibit C**, attached hereto and incorporated herein by reference.
- II. The Agreement, 2. Term; Completion Schedule section, is amended and restated in its entirety as follows:
  2. **Term; Completion Schedule.** This Agreement shall commence on January 18, 2022 and shall terminate on December 31, 2025, unless otherwise 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.
- III. The Agreement, 3. Compensation section, is amended and restated in its entirety as follows:
  3. **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 set forth in **Exhibit C**. The total amount of compensation to be paid under this Agreement shall not exceed **three hundred ninety-three thousand, five hundred thirty-eight dollars (\$393,538)**.

IV. 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**

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Kimbley Craig, Mayor

APPROVED AS TO FORM:

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

**HARRIS AND ASSOCIATES**

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Printed name: Frank Lopez  
Principal-in-Charge, Harris and Associates, Inc.

**EXHIBIT C**  
***ADDITIONAL SCOPE OF SERVICE AND FEE SCHEDULE***