AGREEMENT —AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL CONSULTANTS/CONTRACTORS BETWEEN HARRIS AND ASSOCIATES, A CALIFORNIA CORPORATION AND CITY OF SALINAS

This Amendment No. 3 to the Agreement for Professional Services (the "Amendment") is entered into this 19th day of November 2024, by and between the City of Salinas (the "City") and Harris and Associates, a California Corporation, (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 Environmental Consultants/Contractors effective December 22, 2022, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Consultant amended the Agreement on October 24, 2023 to increase compensation for additional scope of services to obtain permits for work in Gabilan and Natividad creeks; and

WHEREAS, the City and Consultant further amended the Agreement on August 20, 2024 to 1) extend the term of the Agreement to September 1, 2026 and 2) increase compensation for additional scope of services to provide permitting work for Santa Rita creek; and

WHEREAS, the City and Consultant desire to again amend the Agreement to increase compensation for additional scope of services to complete permit work and design plans;

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 and restated in its entirety with the following:

The project contemplated and the scope of Consultant's services are described in **Exhibits B, B1, B2, and B3** attached hereto and incorporated by herein reference.

2. The Agreement, Section 3 "**Compensation**", is amended and restated in its entirety with 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 set forth in **Exhibits B, B1, B2, and B3**. The total amount of compensation to be paid under this Agreement shall not exceed **seven hundred and eighty-four thousand, four hundred and fourteen dollars ($784,414).**

3. 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

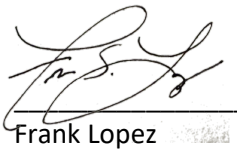
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Rene Mendez, City Manager

APPROVED AS TO FORM:

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

CONSULTANT:

HARRIS AND ASSOCIATES



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Frank Lopez
Principal