

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND CIRCLEPOINT, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Circlepoint, Inc. entered into that certain agreement entitled Agreement for Services, effective on 6/27/2022, hereinafter referred to as “Original Agreement”; and

WHEREAS, City and Circlepoint, Inc. have determined it is in their mutual interest to amend certain terms of the Original Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Article 1. Term of the Agreement of the Original Agreement shall be amended to read as follows:

“This agreement will become effective on June 27, 2022 and will continue into effect through December 31, 2024 unless terminated in accordance with the provisions of **Article 7** of this Agreement.”

2. Article 3, Section A (Specific Services) of the Original Agreement shall be amended to include Exhibit “B-1” (“Scope of Services”).

3. Article 4, Section A (Consideration) of the Original Agreement shall be amended to include Exhibit “D-1” (“Payment Schedule”).

4. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows:

“In consideration for the services performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in Exhibit “D” (Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed \$207,252.05.”

4. This Amendment shall be effective retroactively on 12/30/2023.

5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth besides their signatures below.

[Signatures on the next page.]

CITY OF GILROY

By:

[signature]

Jimmy Forbis

[employee name]

City Administrator

[title/department]

Date: _____

Approved as to Form

City Attorney

CIRCLEPOINT, INC.

By:

[signature]

Audrey Zagazeta

[name]

President and CEO

[title]

Date: _____

ATTEST:

City Clerk

EXHIBIT “B-1”

SCOPE OF SERVICES

Attendance at Meetings in Exceedance of Original Assumptions:

- Consultant attendance at nine (9) additional meetings, with additional meeting(s) anticipated.

Public Scoping Meeting:

- Prepare an agenda and slides for the scoping meeting presentation.

Air Quality Impact Assessment (AQIA):

- Two additional reviews and coordination of the required revisions for each version of the AQIA (with the exception of Consultant’s initial review), which are necessary to ensure legal defensibility in the face of a challenge to the EIR.

Transportation Analysis Memorandum:

- Coordinate with Hexagon Transportation Consultants, Inc. to walk the City through their peer review of the original Transportation assessment and to ultimately prepare a new assessment to support the EIR.
- Review and incorporate a new memorandum, prepared by Hexagon, into the EIR.

EXHIBIT “D-1”

PAYMENT SCHEDULE

Consultant will reallocate funds within the existing budget and receive \$32,252.05 in additional funds, for a total contract amount of \$207,252.05.

| | Total Budget Approved | Remaining Budget (as of 11/9/2023) | Cost to Complete | Proposed Change to Total Budget | New Total Budget in Each Task |
|-----------------------------------------------------------|-----------------------|------------------------------------|---------------------|---------------------------------|-------------------------------|
| Task 100: Kickoff Project Description, and Other Meetings | \$ 15,278.00 | \$ 11,203.50 | \$ 15,004.00 | \$ 3,800.50 | \$ 19,078.50 |
| Task 200: Public Scoping and NOP | \$ 5,520.00 | \$ (3,524.75) | \$ - | \$ 3,524.75 | \$ 9,044.75 |
| Task 300: Project Description | \$ 4,878.00 | \$ 1,049.00 | \$ - | \$ (1,049.00) | \$ 3,829.00 |
| Task 400: Project Management | \$ 20,540.00 | \$ 3,877.75 | \$ 4,440.00 | \$ 562.25 | \$ 21,102.25 |
| Task 500: Technical Studies | \$ 8,580.00 | \$ 2,957.50 | \$ - | \$ (2,957.50) | \$ 5,622.50 |
| Task 600: Admin Draft EIR | \$ 77,210.00 | \$ (21,604.25) | \$ 24,248.00 | \$ 45,852.25 | \$ 123,062.25 |
| Task 700: Final EIR | \$ 18,512.00 | \$ 18,512.00 | \$ 18,512.00 | \$ - | \$ 18,512.00 |
| Task 800: Contingency | \$ 16,012.00 | \$ 16,012.00 | \$ - | \$ (16,012.00) | \$ - |
| Direct Costs | \$ 8,470.00 | \$ 8,289.20 | \$ 6,820.00 | \$ (1,469.20) | \$ 7,000.80 |
| Total | \$ 175,000.00 | \$ 36,771.95 | \$ 69,024.00 | \$ 32,252.05 | \$ 207,252.05 |