

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KYLE GROUNDWATER, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and KYLE Groundwater, Inc., a California corporation ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement For Design Professional Services Between the City of Santa Clara, California and Kyle Groundwater, Inc.", dated August 24, 2022 ("Agreement"); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide hydrogeological and engineering services ("Services"), and the Parties now wish to amend the Agreement to reinstate the expired Agreement, extend the term, scope of services, and fee schedule to allow for the completion of work.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. REINSTATEMENT

To reinstate the Agreement and extend the expiration of the Agreement so that it did not terminate on August 31, 2025. All rights and obligations shall continue from August 31, 2025 through the agreement term set forth in this Amendment No. 1. By this Amendment the Parties agree to ratify the term extension.

- 2. Section 2 of the Agreement, entitled "Term of Agreement" is amended and restated as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on December 31, 2026.

3. Exhibit A of the Agreement, entitled “Scope of Services”, Section 2.2.6 is amended to specify the wells for which services will be provided. The amended section 2.2.6 shall read as follows:

“2.2.6 Contractor shall provide services to conduct zone specific water quality sampling and flow profiling for well 32 and well 26 only. This task shall include well redevelopment, time series sampling, flowmeter survey, depth specific sampling, water quality analysis and reporting.”

4. Exhibit B of the Agreement, entitled “Schedule of Fees”, Section 2.1 is amended to reflect the actual amounts required per well and per task. The amended section 2 shall read as follows:

“2.1 Contractor will be compensated for Services according to the table below:

Description	Tasks 1-3	Task 4	Task 5	Task 6	Task 7	Total
Well 5-02	\$78,946.25	\$0.00	\$5,880.00	\$1,792.00	\$62,227.00	\$148,845.25
Well 16-02	\$26,165.70	\$0.00	\$5,880.00	\$1,792.00	\$62,227.00	\$96,064.70
Well 21	\$40,066.31	\$0.00				\$40,066.31
Well 26	\$301,650.69	\$0.00	\$5,880.00	\$1,792.00	\$62,227.00	\$371,549.69
Well 34	\$44,803.56	\$0.00	\$7,170.00	\$1,792.00	\$93,471.04	\$147,236.60
Well 32	\$204,117.30	\$0.00	\$0.00	\$0.00	\$0.00	\$204,117.30
TOTAL	\$695,749.81	\$0.00	\$24,810.00	\$7,168.00	\$280,152.04	\$1,007,879.85

5. Exhibit B of the Agreement, entitled “Schedule of Fees”, Section 2.4 is amended and revised as follows:

“2.4 The amounts listed in Section 2.1 above may change during the project if the assumptions factored in during the cost process change. Any changes in the amounts shall be agreed to by both Parties in writing.”

6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KYLE GROUNDWATER, INC.
a California corporation

Dated: May 5, 2026

By (Signature): 

Name: Russell Kyle

Title: President

Principal Place of Business Address: 309 E. Jefferson Avenue
Pomona, CA 91767

Email Address: russell.kyle@kylegroundwater.com

Telephone: 626-379-7569

Fax: _____

"CONTRACTOR"