

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

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Fairway Painting, 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 the Performance of Services by and between the City of Santa Clara, and Fairway Painting Inc., for Various City Facilities and Santa Clara Convention Center Complex", dated February 2, 2018 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide painting services and repairs at various City facilities, and the Parties now wish to amend the Original Agreement to increase the amount of the Agreement.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

That the first paragraph of Exhibit B ("Fee Schedule") of the Original Agreement is hereby amended to read as follows:

"In no event shall the amount billed to City by Contractor for services under the Agreement exceed four hundred thousand dollars (\$400,000), subject to budget appropriations.

**2. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

### 3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**FAIRWAY PAINTING, INC.**  
a California corporation

Dated: 10/17/19  
By (Signature): [Signature]  
Name: Harry Finkle  
Title: Owner  
Principal Place of Business Address: 1996 Russel Avenue, Santa Clara, California 95054  
Email Address: harryf@fairwaypainting.net  
Telephone: (650) 508-8443  
Fax: (650) 324-3047  
"CONTRACTOR"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

State of California, County of Santa Clara  
Subscribed and sworn to (or affirmed) before me  
on this 17 day of Oct., 2019.  
by Harry Finkle  
proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.  
Signature: [Signature]

