

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ALTERNATIVE OFFICE SOLUTIONS, INC.**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Alternative Office Solutions, 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, California, and Alternative Office Solutions, Inc.," dated April 27, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide design, installation, reconfiguration of new and existing Herman Miller office cubicles and office furniture, and the Parties now wish to amend the Agreement to change the fee schedule.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Exhibit B of the Agreement, entitled "Fee Schedule" is amended by replacing Exhibit B to read as follows:

The total for the scope of work provided shall not exceed \$265,974.26. Payment for additional services is allowed only if written authorization is given by the City in advance of the work to be performed. Additional services shall not exceed \$50,000.00 without approval from City.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed three hundred fifteen thousand nine hundred

seventy-four dollars and twenty six cents (\$315,974.26), subject to budget appropriations.

Amended Scope of Work:

Cubicle Services	\$167,534.47
Height Adjustable Surface	\$20,000.00
Storage	\$3,000.00

Initial Work Order: \$ 75,439.79

2. 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: \_\_\_\_\_

\_\_\_\_\_  
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"

**ALTERNATIVE OFFICE SOLUTIONS, INC.**  
a California corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: FRANK CREWELL

Title: Chief Executive Officer

Principal Place of Business Address: (381 E. 9<sup>th</sup> Street  
Gilroy, CA 95020

Email Address: frank@alt-office.com

Telephone: (408) 767-2660

"CONTRACTOR"