# FIRST AMENDMENT ENGINE COMPANY 16 APPLIANCES AND ELECTRONIC EQUIPMENT CONTRACT NUMBER PS 1924 PROJECT NO.: 07060

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 10th day of July, 2012, and shall be deemed and taken as forming a part of the Agreement for Appliances and Electronic Equipment for Engine Company 16 ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and ABT ELECTRONICS, INC. ("Seller") dated April 10, 2012 with the like operation and effect as if the same were incorporated therein.

### WITNESSETH:

WHEREAS, the Commission and Seller have heretofore entered into an Agreement dated the 10th day of April, 2012, wherein the Seller is to provide Appliances and Electronic Equipment for the City of Chicago; and

WHEREAS, the Commission and Seller now desire to amend the Agreement to include Additional Services performed and associated compensation due to Seller;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in, and amendments to the Agreement pursuant to this Amendment are as follows:

#### **TERMS**

1. Recitals

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

- 2. Schedule A Services is amended to include the following:
  - 2.1. Seller will furnish one icemaker bin.
  - Additional delivery service charge associated with items purchased under PS1924 Agreement.
  - 2.3. Deletion of warranty charges associated with the Coby 32" Black Flat Screen LCD HDTV DVD combo; grill cover; and Scotsman Prodigy Cuber Ice Maker with Bin.

# 3. Schedule B Compensation

- 3.1. Section B.I. Seller's Fee is revised as follows:
  - 3.1.1 The Seller shall be paid a lump sum fee of \$1,040.00 for the satisfactory performance of the Additional Services outlined in Item 2.1.
  - 3.1.2 The Seller shall be paid a lump sum fee of \$1,712.00 for the satisfactory performance of the Additional Services outlined in Item 2.2.
  - 3.1.3 The Seller shall be credited a lump sum fee of (\$794.00) for the satisfactory performance of the Additional Services outlined in Item 2.3.

The Seller shall be paid a lump sum fee of \$1,958.00 for the satisfactory performance of the Additional Services outlined in this Amendment 1.

Execution of this Amendment by the Seller is duly authorized by the Seller, and the signature(s) of each person signing on behalf of the Seller have been made with the complete and full authority to commit the Seller to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in full force and effect.

(Signature Page follows)

# **EXECUTION PAGE**

# FIRST AMENDMENT **ENGINE COMPANY 16**

## APPLIANCES AND ELECTRONIC EQUIPMENT **CONTRACT NUMBER PS 1924**

**PROJECT NO.: 07060** 

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 1.	
BY Executive Director	Date: 9/25/12
ATTEST:	÷ .
BY: Secretary	Date: 9/28/12_
Seller: ABT ELECTRONICS, INC.	
By: President	Date: 7/3//2
AFFIX CORPORATE	
SEAL, IF ANY, HERE	
County of:	
State of: <u>Clerios</u>	
Subscribed and sworn to before me by	and
on behalf of Consultant this 3/1 day of 4/2, 20_	<u> </u>
Haltelen E Jakobi Notary Public	<b>******</b>
My Commission expires: 05-23-2016	OFFICIAL SEAL KATHLEEN E JAKOBI
(SEAL OF NOTARY)	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/23/16
Approved as to form and legality	
Neal & Leroy, LLC	Date: 9/24//2