# FIRST AMENDMENT ENGINE COMPANY 16 DELIVERY AND INSTALLATION OF VARIOUS FURNITURE & ACCESSORIES CONTRACT NUMBER PS 1925 PROJECT NO.: 07060

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 11th day of December, 2012, and shall be deemed and taken as forming a part of the Agreement for the delivery and installation of various furniture and accessories for Engine Company 16 ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and KAYHAN INTERNATIONAL LTD ("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 the delivery and installation of various furniture and accessories 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.

- Schedule A Services is amended to include the following:
  - 2.1. Seller will provide electrical installation; connect electrical components on conference table to power source on floor.
- 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 not to exceed fee of \$1,100.00 for the satisfactory performance of the Additional Services outlined in Item 2.1.

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**

# **DELIVERY AND INSTALLATION OF VARIOUS FURNITURE & ACCESSORIES CONTRACT NUMBER PS 1925**

PROJECT NO.: 07060

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 1.	
BY Executive Director	Date: 1/29/13
ATTEST:	
BY: Secretary	Date: 1/30/13
Seller: KAYHAN INTERNATIONAL LTD.	
By: Katricia Wundelle President	Date:
AFFIX CORPORATE	
SEAL, IF ANY, HERE	
County of: Cook	
State of: ユム	
Subscribed and sworn to before me by	and
on behalf of Consultant this 17 day of Jan, 20 [	
Notary Public	
My Commission expires: 12-31-(3	
(SEAL CF NOTARY) L BOBULSKI OFFICIAL MY COMMISSION EXPIRES SEAL DECEMBER 31, 2013 Approved as to form and legality	
Approvertas to form-and-legality	
anne J. Fredd	Date: 25, 2013
Neal & Leroy, LLC	