

**FIRST AMENDMENT  
SUPPLY & DELIVERY OF WINDOW MOUNTED AIR CONDITIONING UNITS AND ACCESSORIES  
2013 SCHOOL INVESTMENT PROGRAM  
CONTRACT NUMBER PS1962**

**THIS FIRST AMENDMENT AGREEMENT** is made and entered into as of the 20<sup>th</sup> day of August, 2013, and shall be deemed and taken as forming a part of the Agreement for Supply and Delivery of Window Mounted Air Conditioning Units and Accessories ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **ILLCO, INC.** ("Seller") dated May 14, 2013 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 effective as of the 14<sup>th</sup> day of May, 2013, wherein the Seller is to Supply and Delivery of Window Mounted Air Conditioning Units and Accessories for the Commission on behalf of the Board of Education of 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** **Scope of Services** is amended to include the following:
  - 2.1 Supply and deliver three hundred (300) 1-ton window mounted air conditioning units.
  - 2.2 Supply and deliver thirty (30) replacement remote controls.
  - 2.3 Supply and deliver thirty (30) replacement filters
  - 2.4 Supply and deliver three hundred (300) 1x1 coated grill hardware.
3. **Schedule B** **Compensation** is revised as follows:
  - 3.1 The Commission shall pay the Seller a not to exceed fee of \$98,100.00 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.
  - 3.2 The Commission shall pay the Seller a not to exceed fee of \$445.50 for the satisfactory performance of the Additional Services outlined in Item 2.2 above.
  - 3.3 The Commission shall pay the Seller a not to exceed fee of \$128.70 for the satisfactory performance of the Additional Services outlined in Item 2.3 above.
  - 3.4 The Commission shall pay the Seller a not to exceed fee of \$5,085.00 for the satisfactory performance of the Additional Services outlined in Item 2.4 above.

**3.5** The Commission shall pay the Seller a total not to exceed fee of \$103,759.20 for the satisfactory performance of all 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.

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 1.

ATTEST:

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Rahm Emanuel  
Mayor Rahm Emanuel  
Chairman

Date: \_\_\_\_\_

BY: [Signature]  
Secretary

Date: 9/18/13

SELLER

ILLCO, INC.

By: [Signature]  
President

Date: 8-30-2013

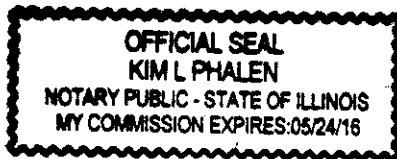
Subscribed and sworn to me this

30<sup>th</sup> day of August 2013.

Kim L Phalen  
Notary Public

My Commission expires: 5/24/16

(Seal of Notary)



Approved as to form and legality

Anne L. Fredl  
Neal & Leroy, LLC

Date: September 6, 2013