

**FIRST AMENDMENT
SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE EQUIPMENT
BACK OF THE YARDS HIGH SCHOOL BRANCH LIBRARY
CONTRACT NUMBER PS1954**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 20th day of August, 2013, and shall be deemed and taken as forming a part of the Agreement for Supply, Delivery and Installation of Office Furniture Equipment ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **MIDWEST OFFICE INTERIORS, INC.** ("Seller") dated April 9, 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 14th day of May, 2013, wherein the Seller is to Supply, Deliver and Install Office Furniture Equipment for the Commission on behalf 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, deliver and install six (6) white Sit Side Chairs.
- 2.2** Supply, deliver and install four (4) mango orange Sit Side Chairs.
- 2.3** Supply, deliver and install eight (8) white Sit Side Chairs.
- 2.4** Supply, deliver and install four (4) mango orange Sit Side Chairs.
- 2.5** Supply, deliver and install three (3) red Anmeobe Lounge.
- 2.6** Supply, deliver and install one (1) 83 Balena C-Collection Lounge Chair.
- 2.7** Supply, deliver and install four (4) white Indoor Metal Side Tables.
- 2.8** Supply, deliver and install three (3) Dover white Hater Cafe High Tables.
- 2.9** Supply, deliver and install four (4) Dover white Hater Cafe Low Tables.
- 2.10** Supply, deliver and install one (1) Slate colored in-flex Task Chair with arms.
- 2.11** Supply, deliver and install one (1) Concrete colored Notebook Storage Cart.
- 2.12** Supply, deliver and install one (1) soft light/plano brick colored Reception Desk.

- 2.13 Freight services for the delivery of office furniture equipment identified in 2.1 through 2.12.
- 2.14 Union installation services for office furniture equipment identified in 2.1 through 2.12.

3. **Schedule B Compensation** is revised as follows:

- 3.1 The Commission shall pay the Seller a lump sum amount of \$1,692.00 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.
- 3.2 The Commission shall pay the Seller a lump sum amount of \$1,128.00 for the satisfactory performance of the Additional Services outlined in Item 2.2 above.
- 3.3 The Commission shall pay the Seller a lump sum amount of \$1,160.00 for the satisfactory performance of the Additional Services outlined in Item 2.3 above.
- 3.4 The Commission shall pay the Seller a lump sum amount of \$580.00 for the satisfactory performance of the Additional Services outlined in Item 2.4 above.
- 3.5 The Commission shall pay the Seller a lump sum amount of \$3,309.00 for the satisfactory performance of the Additional Services outlined in Item 2.5 above.
- 3.6 The Commission shall pay the Seller a lump sum amount of \$3,082.00 for the satisfactory performance of the Additional Services outlined in Item 2.6 above.
- 3.7 The Commission shall pay the Seller a lump sum amount of \$1,640.00 for the satisfactory performance of the Additional Services outlined in Item 2.7 above.
- 3.8 The Commission shall pay the Seller a lump sum amount of \$5,586.00 for the satisfactory performance of the Additional Services outlined in Item 2.8 above.
- 3.9 The Commission shall pay the Seller a lump sum amount of \$7,800.00 for the satisfactory performance of the Additional Services outlined in Item 2.9 above.
- 3.10 The Commission shall pay the Seller a lump sum amount of \$264.00 for the satisfactory performance of the Additional Services outlined in Item 2.10 above.
- 3.11 The Commission shall pay the Seller a lump sum amount of \$2,101.00 for the satisfactory performance of the Additional Services outlined in Item 2.11 above.
- 3.12 The Commission shall pay the Seller a lump sum amount of \$9,974.00 for the satisfactory performance of the Additional Services outlined in Item 2.12 above.
- 3.13 The Commission shall pay the Seller a lump sum amount of \$1,074.00 for the satisfactory performance of the Additional Services outlined in Item 2.13 above.
- 3.14 The Commission shall pay the Seller a lump sum amount of \$1,632.00 for the satisfactory performance of the Additional Services outlined in Item 2.14 above.
- 3.15 The Commission shall pay the Seller a total lump sum amount of \$41,022.00 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 Date: _____
Mayor Rahm Emanuel
Chairman

BY: [Signature] Date: 9/18/13
Secretary

SELLER

MIDWEST OFFICE INTERIORS, INC.
By: Joseph Elath Date: 8-30-2013
President

Subscribed and sworn to me this

30 day of Aug 2013.

[Signature]

Notary Public
My Commission expires: 12/31/16
CHERYL J. PROCCACIO
"OFFICIAL SEAL"
(Seal of Notary)

Approved as to form and legality

Anne L. Fredl Date: September 6, 2013
Neal & Leroy, LLC