



CHA

CHICAGO HOUSING
AUTHORITY™

July 25, 2016

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Board of Commissioners

Eugene Jones, Jr.
Chief Executive Officer

Rusha Miles
National Account Manager-Contract Sales
GE Appliances, a Haier Company
Appliance Park, AP4-105
Louisville, KY 40225

**Subject: Amendment No. 1 Contract No. 11298 – RFP No. 12-00990
Master Purchase Agreement for Supply and Delivery of Appliances**

Dear Ms. Miles:

Enclosed is a copy of the fully executed Amendment No. 1 to Contract Number 11298.

The CHA acknowledges that by this Amendment, the services have been extended from July 1, 2016 through June 30, 2017, under the same terms and conditions as set forth in the Contract, except as otherwise provided in the Amendment.

Should you have any questions, please contact Pamela Seanior, Senior Procurement Specialist, CPPB at (312) 913-5854 or emailed pseanior@thecha.org.

Sincerely,

Dionna Brookens
Chief Procurement Officer
Department of Procurement and Contracts

Cc: Procurement File

Chicago Housing Authority
60 E. Van Buren
12th Floor
Chicago, IL 60605

☎ 312-742-8500

www.thecha.org

**CONTRACT NO. 11298
AMENDMENT NO. 1**

This Amendment No. 1 ("Amendment No. 1") to that certain Master Purchase Agreement for Supply and Delivery of Appliances, dated as of July 1, 2013, (the "Agreement"), between the **CHICAGO HOUSING AUTHORITY** (the "Owner"), an Illinois municipal corporation, with offices at 60 E. Van Buren St., Chicago, Illinois 60605 and **HAIER US APPLIANCE SOLUTIONS, INC., d/b/a GE APPLIANCES** (the "Seller"), a Delaware corporation authorized to do business in Illinois with offices at Appliance Park, AP4-104, Louisville, Kentucky, 40225 is made as of the 29th day of June, 2016.

RECITALS

A. **WHEREAS**, on March 25, 2013, the Owner's Board of Commissioners passed Resolution No. 2013-CHA-24 (the "Resolution"), which authorized the Owner to enter into the Agreement with the GE Appliances, a division of the General Electric Company, to supply and deliver kitchen appliances and air conditioners to various CHA Properties throughout the City of Chicago (the "Services"); and

B. **WHEREAS**, the Owner and the GE Appliances entered into the Agreement as of July 1, 2013 for the period of July 1, 2013 through June 30, 2016 (the "Term"); and

C. **WHEREAS**, as of June 6, 2016, the General Electric Company, transferred the GE Appliances business, including the Agreement, to Haier US Appliance Solutions and CHA hereby acknowledges and consents to said transfer;

D. **WHEREAS**, pursuant to Article 3, Section 3.02 of the Agreement, the Owner may exercise one (1) option to extend the Agreement for one additional year for the purpose of continuing to receive the Services from the Seller, and the Resolution authorized the Owner to exercise the option to extend the term of the Agreement; and

E. **WHEREAS**, pursuant to Article 3, Section 3.02 of the Agreement, the Owner desires to exercise the one (1) year option arising under the Agreement, effective from July 1, 2016 through the one (1) year term ending on June 30, 2017 (the "Option Year"); and

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein and in the Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into the Agreement in their entirety, as if fully set forth herein.

2. **Article 3, Section 3.02 – Term of Agreement.** Pursuant to the extension option reserved in Article 3, Section 3.02 of the Agreement, the term of the Agreement is hereby extended for an additional one-year period effective from July 1, 2016 through June 30, 2017.

3. Article 4, Section 4.01(A) – Compensation. The maximum not-to-exceed compensation amount as set forth in Article 4, Section 4.01(A) of the Agreement shall not be increased by this Amendment. The maximum not-to-exceed compensation amount provided in the Agreement shall remain Two Million, Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00).

4. Full Force and Effect. The Agreement is hereby modified in all other respects to give effect to the foregoing terms and, as so modified, shall remain in full force and effect and shall continue to constitute the valid and binding obligations of the parties hereto. Unless expressly modified herein, other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

5. Governing Law. This Amendment No. 1 is hereby executed, delivered, and accepted, and shall be deemed to have been made under, governed by, and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the CHICAGO HOUSING AUTHORITY and GE APPLIANCES, A DIVISION OF THE GENERAL ELECTRIC COMPANY have caused this Amendment No. 1 to be executed and to become effective as of June 29, 2016.

CHICAGO HOUSING AUTHORITY

HAIER US APPLIANCE SOLUTIONS,
INC., d/b/a GE APPLIANCES

GE APPLIANCES, A DIVISION OF THE GENERAL ELECTRIC COMPANY

By: *Dionna Brookens*
Dionna Brookens
Deputy Chief Procurement Officer

By: *Ruska Miles*
Name: *Ruska Miles*
Title: *Government Sales Manager*

Approved as to form and legality by the
CHICAGO HOUSING AUTHORITY
Office of the General Counsel

By: *James L. Bebley*
James L. Bebley
Chief Legal Officer