

**FIRST AMENDMENT TO  
CONTRACT FOR PURCHASE OF SERVICES  
BETWEEN  
THE CITY OF MADISON, WISCONSIN  
AND  
FINE ARTS CONSERVATION SERVICES, LLC**

The City of Madison, Wisconsin (the "City") and Fine Arts Conservation Services, LLC ("Contractor") hereby modify by mutual consent the Contract for Purchase of Services between the parties (the "Contract").

With the exception of the following specifically enumerated modifications, all of the provisions of the Contract shall remain in full force and effect.

1. The Contract is amended as follows:
  - a. The last sentence of Section 4 is amended to read, "The term of this Contract shall be December 7, 2009 through June 24, 2012."
  - b. Sections 7 and 11 of Attachment A are amended to replace "June 24, 2011" with "June 24, 2012."
  - c. The final sentence of Section 12 of Attachment A shall be deleted and replaced with the following: "If the full cost of the restoration hereunder has not been received by the City by December 31, 2011, the City will notify the Contractor in writing by January 15, 2012 that this Contract is terminated for lack of funds, and the City shall remove the statue by January 31, 2012 from Celestial Stone Foundry & Forge (or a different location if it has been moved), and no further payment shall be made to the Contractor."
2. Contractor warrants that it possesses legal authority to execute this First Amendment. A resolution, motion or similar action has been fully adopted and passed as an official act of its governing body authorizing the execution of this First Amendment.
3. This First Amendment shall be effective as of January 1, 2011.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**FINE ARTS CONSERVATION SERVICES, LLC**

By: \_\_\_\_\_  
Anton Rajer, Authorized Member

**CITY OF MADISON**

By: \_\_\_\_\_  
Randy Whitehead, Accountant 4  
Designee of Comptroller

This First Amendment was drafted by the Office of the City Attorney.