

**CONSULTANT SERVICES FOR
ARCHITECTURAL ENGINEERING SERVICES FOR THE
CUYAHOGA COUNTY CRIME LABORATORY**

AMENDMENT NO. 2

CONTRACT NO. CE1200157

This Agreement made this _____ day of _____, 20__, by and between the County of Cuyahoga, Ohio ("COUNTY") and the consulting firm known as Hasenstab Architects, Inc., an Ohio Corporation with principal offices located at 190 North Union Street, Suite 400, Akron, Ohio 44303, ("CONSULTANT").

WITNESSETH:

WHEREAS, on or about April 19, 2012, the Board of Control, under Approval No. BC2012-89 awarded Contract No. CE1200157 with Hasenstab Architects, Inc., for architectural engineering services for the Cuyahoga County Crime Laboratory; and

WHEREAS, Department of Public Works of Cuyahoga County, recommended to the COUNTY that the aforementioned services be performed by the CONSULTANT, as Amendment No. 2 to Contract No. CE1200157; and

WHEREAS, the CONSULTANT has agreed to the terms and conditions for the consideration indicated herein below.

NOW THEREFORE, in consideration of the mutual promises and obligations herein to be observed and performed by the parties hereto, the COUNTY and the CONSULTANT hereby agree as follows:

1. SCOPE OF SERVICES – The CONSULTANT shall provide the additional architectural engineering services needed for the construction phase of the Cuyahoga County Crime Laboratory.
2. COMPENSATION - The COUNTY agrees to pay the CONSULTANT, for services contained within this Amendment, as follows:

The total maximum fee is not to exceed SEVENTY THOUSAND AND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$70,500.00)

3. ORIGINAL AGREEMENT – Nothing in this Agreement shall in any way release either party from any of the obligations of the original contract or previous Amendments.
4. PROPOSALS – The proposal of the CONSULTANT, dated March 15, 2013 are hereby expressly rewritten herein. The provisions of this Amendment Agreement shall govern should there be any variances between the language of the aforementioned proposals and the provisions of this Agreement.

BY ENTERING INTO THIS CONTRACT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above mentioned.

HASENSTAB ARCHITECTS, INC.

By: 

Dennis M. Check, ~~Vice President of Operations-~~
President

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: 

Edward FitzGerald, County Executive
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