

**AGREEMENT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
CITY ARCHITECTURE, INC.
For
GENERAL ARCHITECTURAL-ENGINEERING SERVICES**

Contract No._____

This Agreement made this _____ day of _____, 20____ (“Effective Date”), by and between the County of Cuyahoga, Ohio (“COUNTY”), and the consulting firm known as City Architecture, Inc., an Ohio Corporation with principal office located at 3636 Euclid Avenue, Suite 300, Cleveland, Ohio 44115 (“CONSULTANT”).

WITNESSETH:

WHEREAS, the COUNTY has determined the need to engage a vendor to perform all architectural, engineering and adjunct services authorized on a Task Order basis by the COUNTY under a general engineering services contract; and

WHEREAS, in response to the Request for Qualifications RQ 29182 for general architectural-engineering services, dated November 25, 2013 (“RFQ”), the CONSULTANT submitted a Statement of Qualifications and Scope of Services on or about December 13, 2013 (“Proposal”), which pursuant to a selection process, was determined by the COUNTY to be the most suitable; 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:

ARTICLE ONE - SCOPE OF AGREEMENT

Section 1 - Scope of Services:

The Scope of Services to be performed under this Agreement is set forth in the RFQ and the Proposal, attached as Exhibit A and Exhibit B, respectively, and incorporated into and made part of this Agreement as though expressly rewritten herein. The CONSULTANT shall perform professional design/engineering and consulting services as requested and authorized on a Task Order basis. Basic services may include, but are not limited to, the following:

Structural Engineering	Plumbing & Fire Protection Engineering
Mechanical Engineering	Architectural and Interior Design

Electrical Engineering
Code Consulting

Cost Estimating
Develop & Maintenance of Project Work Schedule

Section 2 - Duration of the Agreement:

The duration of the agreement will be from March 25, 2014 through March 24, 2017.

Section 3 - Administrative Procedures:

The COUNTY and the CONSULTANT agree to adhere to the following procedure for all work authorized under this Agreement:

- A.) The COUNTY will identify a Task Order and a general scope of services and ask the CONSULTANT to develop a detailed scope of services.
- B.) The COUNTY and the CONSULTANT will negotiate a fee for the Scope of Services. As part of the fee negotiation, the CONSULTANT will provide an itemized cost breakdown for the fee. If applicable, sub-consultant fees shall also be itemized.
- C.) The COUNTY will issue a Notice to Proceed to the CONSULTANT to perform the Task Order in the form of a standard authorization letter (which can be transmitted via e-mail). The Notice to Proceed will generally include the following:
 - 1.) The authorized Task Order and scope.
 - 2.) A schedule of completion/project work schedule
 - 3.) The negotiated fee for the Task Order. In addition, the details regarding progress reports and fee payments will be included.

Section 4 - Schedule of Completion/Project Work Schedule:

The CONSULTANT shall start work on authorized Task Orders as outlined in the Notice to Proceed for the Task Order. The Notice to Proceed will also contain a schedule of completion/project work schedule for the authorized Task Order. Any modifications to be made to the schedule of completion/project work schedule of an authorized Task Order will only be made by mutual written agreement from both the COUNTY and the CONSULTANT.

Mutually approved schedule of completion/project work schedule for authorized Task Orders shall be incorporated into this Agreement as if fully rewritten herein. Any permission for the extension of a Task Order's duration shall not constitute a change in scope.

**ARTICLE TWO - GENERAL CONDITIONS, TERMINATION OF AGREEMENT,
INSURANCE, INDEMNIFICATION AND MISCELLANEOUS
ENGINEERING ITEMS**

Section 1 - General Conditions, the COUNTY's Responsibilities:

The COUNTY shall:

- A.) Provide written approvals, as specified in Article One of this Agreement, or as mutually agreed to by the COUNTY and CONSULTANT, in a timely manner. Reports, plans and specifications shall be approved by the COUNTY as to scope, form, content and method of presentation prior to final acceptance by the COUNTY; and
- B.) Upon receipt of and acceptance of the final tracings, make or otherwise arrange for the reproduction of the plans required for record and construction bidding purposes; and
- C.) Prepare or arrange for the preparation of contract forms, bidding sheets, advertisements and awarding of the construction contract; and
- D.) Provide or make arrangements for field engineering, supervision and inspection of the construction contract; and
- E.) Serve notice to property owners, within fourteen working days, for any required rights-of-entry which the CONSULTANT may require to perform their contractual obligations of this Agreement, upon written request of the CONSULTANT.
- F.) COUNTY hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by COUNTY to CONSULTANT. If COUNTY does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, COUNTY shall obtain a license or right to use, including the right to sublicense to CONSULTANT. COUNTY hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. COUNTY represents that CONSULTANT's use of such documents will not infringe upon any third parties' rights.

Section 2 - General Conditions, the CONSULTANT's Responsibilities:

The CONSULTANT shall:

- A.) Provide at its own expense all technical and professional services, labor, equipment and materials required for the execution of this Agreement, except as enumerated otherwise and elsewhere in this Agreement. In addition, they shall

employ registered professional surveyors, engineers, etc., as necessary, to be responsible for the gathering of data, design of and checking of the work covered by this Agreement. Any work covered under this Agreement which requires the stamp of a registered or certified professional shall be stamped with the appropriate seal of the registered or certified professional in the State of Ohio; and

- B.) Provide and make arrangements for traffic control and/or notify the proper local authorities if the activities of the CONSULTANT and/or its sub-consultant shall, in any way, interfere with the flow of traffic or pose any hazards to the public; and
- C.) Accept responsibility for recommendations, plans and specifications embodied in the final products prepared by CONSULTANT under this Agreement and where applicable properly endorse the final products with the signature and seal of a registered professional engineer in the State of Ohio who was in responsible charge of the subject Task Order and the final products; and
- D.) Comply with all Federal, County, State and municipal laws, ordinances, resolutions and policies applicable to the work to be done under this Agreement. CONSULTANT shall obtain Federal, State, County and/or local licenses, permits and/or clearances necessary to fulfill their obligations of this Agreement; and
- E.) Agree that all work under this Agreement shall be done under the direction and supervision of one of the officers or principals of the CONSULTANT; and
- F.) Agree that all employees of the CONSULTANT shall cooperate with representatives of the Federal Highway Administration (FHWA), the Ohio Department of Transportation (ODOT), the COUNTY, various municipalities or any other agency (public or private) who may be involved in the development and/or construction of this project; and
- G.) Monitor the qualifications, capabilities and capacities of its sub-consultants to perform those items of the Scope of Services which have been delegated to them. Should the CONSULTANT be required to change or add sub-consultants through the course of this agreement, the CONSULTANT must receive written approval from the COUNTY. The CONSULTANT will be required to notify the COUNTY why a change or addition is required, how the change, addition or deletion will affect their original proposal and how this will affect the CONSULTANT'S ability to meet any other requirements of the COUNTY before receiving written approval. Replacement of a sub-consultant from those identified in their proposal does not qualify as a reason for additional compensation per "Article 3, Section 4 Scope Changes" of this Agreement; and
- H.) All consultants and/or sub-consultants hired by CONSULTANT, performing soils/foundation investigations and reports or structural design must be prequalified by ODOT for the subject work. It shall be the obligation and

responsibility of CONSULTANT to initially determine and continually monitor the qualifications, capabilities and capacity of its sub-consultants; and

- I.) Not engage the services of any persons in the employment of the COUNTY or any other public body in the State of Ohio for any of the work covered by the terms of this Agreement, without the specific written permission of the COUNTY.
- J.) Not be responsible for: construction means, methods, or safety in connection with the project; failure of any contractor, subcontractor, vendor, or other project participant, not under contract to CONSULTANT; or procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT as services under the applicable Task Order.

Section 3 - Termination of Agreement:

This Agreement may be terminated by the COUNTY at its sole discretion by written notice to CONSULTANT. In that event, the compensation to be paid to the CONSULTANT by the COUNTY shall be determined by the COUNTY on the basis of work completed, usable maps and data available to the COUNTY.

Section 4 – Insurance:

The CONSULTANT shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Agreement.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For consultants with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;

\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(d) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(e) **Professional Liability Insurance** providing coverage for claims arising out of the negligent provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$2,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Agreement.

Insurance Coverage Terms and Conditions

1. The insurance policies of the CONSULTANT required for this Agreement, with the exception of the Professional Liability Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or 10 days in the event of cancelation for non-payment of premium;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the COUNTY.

2. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
3. These insurance provisions shall not affect or limit the liability of the CONSULTANT stated elsewhere in this Agreement or as provided by law.
4. The CONSULTANT shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
5. The COUNTY reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the COUNTY.
6. The CONSULTANT shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the COUNTY shall not constitute a waiver of any rights of the parties under this Agreement.

Section 5 – Indemnification:

- A). he CONSULTANT hereby indemnifies, defends and holds harmless the COUNTY and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from the negligent errors or omissions in any drawings or specifications, other documents, or the CONSULTANT's negligent performance under this Agreement, or from the negligent performance of its officers, owners, principals, subcontractors, employees, and agents.
- B). The CONSULTANT acknowledges that, as a political subdivision of the State of Ohio, the COUNTY does not indemnify any person or entity. The CONSULTANT agrees that no provision of this Agreement or any other contract or agreement between the CONSULTANT and the COUNTY may be interpreted to obligate the COUNTY to indemnify or defend the CONSULTANT or any other party.
- C). Section 4 (Insurance) and Section 5 (Indemnification) of this Article 2 shall survive the completion of the Services to be performed hereunder and the termination of this Agreement.

Section 6 — Standard of Care:

Services performed by the CONSULTANT under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made. The COUNTY recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the CONSULTANT and that the data, interpretations and recommendations of the CONSULTANT are based solely on the information available to the CONSULTANT. The CONSULTANT shall be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

Section 7 — Limitation of Liability:

With the exception of claims arising out of Section 5 above, to the fullest extent permitted by law, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and agents, and any of them to the COUNTY, and anyone claiming by or through the COUNTY, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs or any nature whatsoever, or claims expenses resulting from or any way related to the services performed under this Agreement, from any cause or causes, shall not exceed the total amount of liability insurance policy limits as required in Section 4 above. Such claims shall include, but not limited to, negligence, professional liability, strict liability, breach of contract or warranty.

Section 8 – Miscellaneous Engineering Terms:

- A.) The COUNTY reserves the right to inspect any and all equipment, materials and technical data used or developed for the scope of this Agreement.
- B.) The COUNTY reserves the right to inspect the CONSULTANT's and/or their sub-consultant's facilities and to conduct interviews of personnel previously and/or currently assigned to the project to assure the quality and progress of all authorized work.
- C.) For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the Director of Public Works and/or such members of his staff as designated.
- D.) The COUNTY reserves the right to use all or any part of the reports, plans, specifications, files, data, and other documents contemplated by this Agreement in conjunction with, supplemental to, or otherwise as the COUNTY sees fit, in connection with any studies, reports, plans and undertakings of a professional engineering character which the COUNTY now or later may undertake of its own volition or through others in connection with any or all of the improvements hereinbefore described, provided, however, that any use except for the specific purpose intended herein, will be at the sole risk of the COUNTY and without liability or legal exposure to the CONSULTANT.

- E.) The CONSULTANT hereby agrees that there will be no charge to the COUNTY for any patent rights which it controls and which may be involved in the work under this Agreement unless such charges have been specified and included in the fees enumerated in Article Three of this Agreement. The CONSULTANT shall advise the COUNTY of any process or patent rights which are not held or controlled by the CONSULTANT, but which in the CONSULTANT's opinion may be involved in the work contemplated herein.
- F.) All plans, reports, specifications and any other records developed by the CONSULTANT solely in the performance of this Agreement, shall remain the sole property of the COUNTY. The CONSULTANT shall not copy or use such records except to develop contracted work associated with this Agreement. In addition, the CONSULTANT shall not transfer any such records to any other party not involved with this Agreement except for subcontractors working under this Agreement. All of the above shall be delivered to the COUNTY upon completion of this Agreement. Notwithstanding the above, CONSULTANT may retain a copy of any documents upon which it relied for its records.
- G.) During the performance of this Agreement, the CONSULTANT agrees for itself, its assignees, sub-consultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of the COUNTY, relative to equal employment, affirmative action and Small Business Enterprise requirements which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Agreement.
- H.) The CONSULTANT warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.

ARTICLE THREE - FEES, PROGRESS REPORTS, FEE PAYMENTS AND SCOPE CHANGES

Section 1 - Fees:

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay and the CONSULTANT agrees to accept a negotiated fee for each authorized Task Order as full compensation for services, labor, material, and equipment necessary to do the work

specified in the Notice to Proceed for the Task Order, including overhead, profit and expenses of every kind incurred in connection with the undertaking and performing of said work, except those items specifically exempted herein and furnished by the COUNTY, as part of this Agreement.

The total maximum fee for all Task Orders authorized under this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00).

Section 2 - Progress Reports and Fee Payment:

The fees for the work to be performed under this Agreement, as set forth in Section 1 of this Article, shall be paid as follows:

- A.) For each authorized Task Order, partial payments of fees shall be made as the work progresses. However, the maximum compensation paid by the COUNTY shall not exceed the percentages of the total compensation outlined in the Notice to Proceed for the relevant Task Order. Invoices will be prepared and submitted to the COUNTY for payment based on the work performed since the previous invoice or notice to proceed, all of which are subject to audit by the COUNTY or others and possible revision. Each invoice shall include a written progress report that minimally contains a narrative describing what work has been completed since the last invoice and the percentage completion of the major tasks.
- B.) The CONSULTANT shall be required to submit invoices in a format that is recommended and acceptable to the COUNTY. Sample copies of this invoicing format shall be provided to the CONSULTANT by the COUNTY.
- C.) Invoices for any portion of the work authorized under this Agreement shall not be submitted more frequently than monthly.
- D.) If the CONSULTANT has not processed an invoice to the COUNTY for three consecutive months, the CONSULTANT must submit a written progress report updating the COUNTY accordingly.

Section 3 - Scope Changes:

It is understood and agreed by and between the parties hereto that only those situations, as documented by the CONSULTANT, and agreed to by the COUNTY shall constitute a scope change. Fee and schedule adjustments for documented scope changes shall be appraised and adjusted by mutual agreement.

Until the COUNTY has agreed that a scope change is in effect, the CONSULTANT shall continue to proceed with the work necessary to complete the authorized aspects of this Agreement as hereinbefore outlined. That is, a scope change request shall not constitute a reason for the CONSULTANT to delay or suspend work on any authorized tasks unless they have been so directed by the Director of Public Works, provided, however, nothing herein shall require CONSULTANT to commence any scope change until the parties have reached

mutual written agreement on change. A change in Scope of Services is defined as any of the following:

- A.) The addition, deletion or substantial alteration of items of work for each authorized Task Order that was not included in the Scope of Services documents, scope meeting minutes or addenda to the scope meeting minutes which amended the original scope or the Task Order, and/or Notice to Proceed. Such substantial changes are beyond the reasonable control of the CONSULTANT.
- B.) A substantial revision to any reports, sheet layouts, plans, specifications, cost estimates, etc. which have been previously approved by the COUNTY or are a result of a radical change in policy.
- C.) Unavoidable delays or hindrances beyond the reasonable control of the parties to this Agreement which will require extending the time frame of the Agreement.

ARTICLE FOUR – MISCELLANEOUS CONTRACT ITEMS

- A). Assignment. Neither the County nor the CONSULTANT shall delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party.
- B). Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. The CONSULTANT hereby agrees not to challenge any provision in this Agreement, including this Governing Law and Jurisdiction section, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- C). Notices. Any notice to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To the County: Director of Department of Public Works
 2100 Superior Viaduct
 Cleveland, Ohio 44113

With a copy to: Attn: Cuyahoga County Director of Law
 Cuyahoga County Department of Law
 1219 Ontario Street, 4th Floor
 Cleveland, Ohio 44113

To Consultant:

- D). Entire Agreement. This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- E). No Apparent Authority/Proper Approvals. The CONSULTANT recognizes and agrees that no public official or employee of Cuyahoga COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to the County Code.
- F). Applicable County Ordinances. All COUNTY contracts/agreements, including this Agreement, are subject to the Cuyahoga County Code including, but not limited to, Title 4 pertaining to Cuyahoga County Ethics and the Inspector General, and Title 5 pertaining to Cuyahoga County Contracting and Purchasing Procedures. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- G). Parties Bound and Benefited. This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- H). Non-Waiver. The COUNTY's failure to require performance of any provision of this Agreement, or if it requires performance and does not follow through, shall not affect the COUNTY's right to require performance at any time thereafter. Additionally, the COUNTY's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- I). Contract Interpretation and Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the provisions of this Agreement.
- J). Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

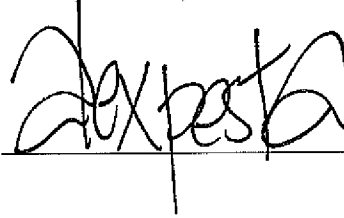
- K). Severability. If any provision of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such provision and the remainder of this Agreement shall be and remain valid and binding as though such provision was not included.
- L). Public Records. All parties hereto acknowledge that COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.

BY ENTERING INTO THIS AGREEMENT I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYERS, 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 Agreement to be executed on the day and year first above mentioned.

City Architecture, Inc.

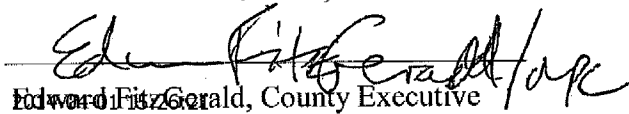
By: _____

A handwritten signature in black ink, appearing to read "Alex Pestal", written over a horizontal line.

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: _____

A handwritten signature in black ink, appearing to read "Ed FitzGerald", written over a horizontal line. Below the signature, the text "Edward FitzGerald, County Executive" is printed.