

AMENDMENT NO 3
to
CONTRACT No. CE0800817-01

THIS AMENDMENT NO 3 to CONTRACT No. CE0800817-01, as amended by Amendment No. 1, dated May 7, 2009, and Amendment No. 2, dated December 2, 2010 and effective August 1, 2010 (as so amended, the "Contract") is made and entered into by and between CUYAHOGA COUNTY, OHIO (hereinafter referred to as the "County") and CONVENTIONAL WISDOM CORP (hereinafter referred to as "Conventional Wisdom"), with principal offices located at 2703 Rew Circle, Ocoee, FL 34761, as of the 1st day of September 2011 and shall become binding upon its approval by the Cuyahoga County Council

WITNESSETH:

WHEREAS, in order to change the scope of services and the contract amount, an amendment to the Contract is necessary

THEREFORE, the following amendment to the aforementioned Contract is agreed to by and between the parties hereto, as follows:

- 1 That the reason for this Amendment is to increase the contract amount to provide for additional services
- 2 Conventional Wisdom agrees to perform the additional services described on Exhibit A attached hereto and made a part hereof
- 3 The contract amount of the Contract is increased by an amount not to exceed \$270,800, which amount shall be payable as set forth on Exhibit A attached hereto and made a part hereof
- 4 All other "Terms and Conditions" and Exhibits of the aforementioned Contract remain as originally written

[Signatures on Next Page]

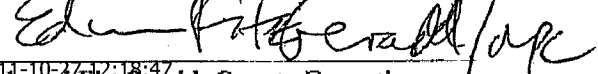
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the date above written.

CONVENTIONAL WISDOM CORP.

CUYAHOGA COUNTY, OHIO

Edward Fitzgerald, County Executive

By: 
David P. O'Neal, Chairman

By: 
2011-10-27 12:18:47
Edward Fitzgerald, County Executive

The legal form of the within instrument is
hereby approved.

By: _____
Date: _____

EXHIBIT A



24 August 2011
VIA E-MAIL

Bonnie Teeuwen, Director of Public Works
Cuyahoga County
2100 Superior Viaduct
Cleveland, OH 44113

RE: Cleveland Medical Mart & Convention Center; Project Definition and Facility Support
Services; Proposal -- Consulting Services through Project Commissioning

Dear Ms. Teeuwen:

Conventional Wisdom Corp (CW) is pleased to submit this detailed scope and fee proposal for additional tasks related to the completion and commissioning of the Cleveland Medical Mart & Convention Center (CMMCC) over the next 30 months by Merchandise Mart Properties Inc (MMPi).

General Scope of Services

Conventional Wisdom proposes to provide review of the final CD documents; continue to review DRFRs and construction change authorizations from a programmatic and operational perspective; assist with facility management and vendor-related issues; assist during the commissioning phase of the project; and provide other support services to the County as requested. The following is a description of the service tasks; a spreadsheet with a breakdown of the hours for each task follows the tasks

A-D. Construction Document Reviews

Conventional Wisdom will review and comment on the preparation and completion of the 100% CD plans including plan review meetings, DRF reviews and design modifications

E. Operations and Management Issues Review

CW will advise the County and participate in meetings, videoconferences and phone calls with the Developer and others with regard to management structure, marketing strategies, vendor contracts, operating policies and procedures and other matters relevant to achieving the County's stated goals and metrics for the success of the Convention Center.

F. Scope and Budget Issues

In the ongoing effort by the Developer and the County to manage the overall cost of the project, CW will review and comment on the scope of work and costs allocated to specific line items in the budget or issues as may arise from time to time. In the

A Rider Levett Bucknall Company
2703 Rew Circle
Ocoee, Florida 34761-2991 USA
P. +1 407 905 0002 • F +1 407 905 9611 • www.cwisdom.com

performance of this task, CW may propose alternative designs, materials, systems or operating methods for consideration by the design team, Developer and the County which could provide effective capital and/or operating cost reductions to the project.

G. CCA Reviews

CW will participate in the review of proposed changes issued by the design team as they relate to materials, configuration of function relative to the convention center portions of the project. Many of these items stem from previous design review comments or conditions discovered in the course of deconstruction, site preparation and new construction. This task is an extension of ongoing services by CW.

H. Commissioning Activities

Based on its past experience with similar facilities, CW will assist the County and the Developer in planning for the startup of operations of the convention center portions of the project. The scope of this task may cover a broad range of topics from information systems, wayfinding and digital signage to food service to assembly furniture selections and typical room setups.

I. Project Management

CW will assist the County's project managers in preparation for and presentations to representatives of the County, the City or other stakeholders as directed. This task also includes time allocated to CW's internal administration and project management.

Cleveland Medical Mart & Convention Center Consulting Services through Opening 2011					
Services	Project Executive Hours	Senior Consultant Hours	Technical Consultant Hours	Admin Support Hours	Total Hours
FEES					
Scope Confirmation, CD Review, Ops Assistance					
A. Design Modifications review & comment	8	12			20
B. DRF Review comment, conferences	16	16			32
C. Plans review meeting prep	8	8	8		24
D. 100% CD Plans review meeting	16	16			32
E. Operations & management issues review	80	16			96
F. Scope, budget issues	8	12			20
G. CCA Reviews	120	160	40		320
H. Commissioning activities	80	160	24		264
I. Project Management	40	40	8		88
SUBTOTALS	376	440	80	0	896
SUMMARY					
Staff Position	Hours	Rate US\$			Total US\$
Principal in Charge - David O'Neal	376	300			\$112,800
Senior Principal - Richard Schmidt	440	250			\$110,000
Technical Consultant - Jimmy Ward	80	225			\$18,000
Administrative Support	0	50			\$0
TOTAL	896				\$240,800
EXPENSES					
Travel	Units	Cost US\$			Total US\$
Airfare - Domestic	24	750			\$18,000
Lodging	24	225			\$5,400
Meals	24	50			\$1,200
Taxi / Park	24	100			\$2,400
Miscellaneous	1	3,000			\$3,000
TOTAL					\$30,000