

AMENDMENT No. 1
to
CONTRACT No. CE0900019-01
between
CUYAHOGA COUNTY
and
THE ARCHITECTS INCORPORATED

This AGREEMENT entered into this _____ day of October 2011, by and between **Cuyahoga County**, Cuyahoga County, Ohio, and **The Architects Incorporated** with offices located at 2570 Superior Avenue E., Suite 602, Cleveland, Ohio 44114.

WHEREAS, the County desires to have additional Architectural services; and

WHEREAS, The Architects Incorporated is engaged in providing Architectural services,

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and The Architects Incorporated hereby agree as follows:

I. PURCHASE OF ADDITIONAL SERVICES

Subject to the terms and conditions in this contract, the County agrees to purchase certain services to be provided by The Architects Incorporated for the purpose of Courthouse ADA.

II. SCOPE OF ADDITIONAL SERVICES

The Architects Incorporated agrees to provide the following additional services:

SEE ATTACHED

III. COMPENSATION

- A. No additional funds are required
- B. Budget for services provided in Attachment A

IV. TERM OF AGREEMENT

- A. The Architects Incorporated shall perform the services described effective 7/12/2011 and extend the contract time to 12/31/2012.

V. CONTRACT TERMINATION

The County may terminate this contract by delivery of a thirty (30) day advance written notice to The Architects Incorporated. Only those services actually provided through the effective date of termination will be paid.

VI. MODIFICATIONS

By the mutual consent of the County and The Architects Incorporated, this contract may be modified whenever such modifications are deemed necessary. Any such modifications to the contract shall be by written contract amendment signed by both parties.

VII. ANTI-DISCRIMINATION

The County and The Architects Incorporated agree that in the performance of this contract, there shall be no discrimination against any person because of race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act and any such violation, thereof, shall be deemed a breach of the contract.

VIII. NOTICES

Any reports, notices, invoices, or communications required in this contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

COUNTY:
Department of Public Works
2100 Superior Viaduct
Cleveland, Ohio 44113
Attn: Barbara B. Shergalis

THE ARCHITECTS INCORPORATED:
The Architects Incorporated
2570 Superior Avenue E., Suite 602
Cleveland, Ohio 44114
Attn: Howard I. Filiere Jr.

IX. NON-ASSIGNMENT

The Architects Incorporated shall not assign or transfer any interest in this contract without the express written consent of the County and may subcontract for services only as expressly provided in this contract.

X. INDEMNITY

A. CONTRACTOR agrees to release, indemnify and to hold harmless the County, The Architects Incorporated and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the negligent failure of CONTRACTOR to perform its duties and obligations under this contract.

XI. ENTIRE AGREEMENT

This agreement constitutes the full and complete expression of the contract between the parties and supersedes any prior or contemporaneous oral or written agreements. This contract shall not be amended except as provided in section VI above.

XII. ELECTRONIC SIGNATURE

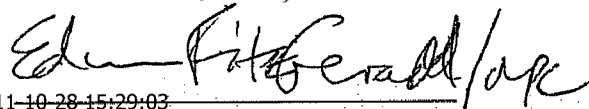
BY ENTERING INTO THIS CONTRACT THE UNDERSIGNED AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE 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 SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS THEREOF, the Cuyahoga County and The Architects Incorporated have caused this contract to be executed this ____ day of October 2011.

The Architects Incorporated


Howard I. Filiere Jr.

Cuyahoga County
Edward Fitzgerald, County Executive


2011-10-28 15:29:03