ENGINEERING SERVICES FOR RIDGE ROAD (C.R. 10) FROM INTERSTATE 1-480 TO MEMPHIS AVENUE

AMENDMENT NO. 2

CONTRACT NO. CE0900324

This Agreement made this	day of	, 20_	_, by and bo	etween the
County of Cuyahoga, Ohio ("COUN"	TY") and the consu	ilting firm know	n as CH2M	Hill, Inc.,
an Ohio corporation with principal	offices located at	1100 Superior	Avenue, S	uite 1420,
Cleveland, Ohio 44114, ("CONSULT	ΓΑΝΤ").			

WITNESSETH:

WHEREAS, on or about April 7, 2009, the COUNTY, under Resolution No. 091348, awarded Contract No. CE0900324 with CH2M Hill, Inc., for engineering services for Ridge Road (C.R. 10) from Interstate I-480 to Memphis Avenue; 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. CE0900324; 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. <u>SCOPE OF SERVICES</u> The CONSULTANT shall provide the additional engineering services related to the design of Ridge Road (C.R. 10) from Interstate 1-480 to Memphis Avenue.
- 2. <u>COMPENSATION</u> The COUNTY agrees to pay the CONSULTANT, for services contained within this Amendment, as follows:

The total maximum fee is not to exceed THIRTY NINE THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS AND ZERO CENTS (\$39,745.00).

- 3. <u>ORIGINAL AGREEMENT</u> Nothing in this Agreement shall in any way release either party from any of the obligations of the original contract or previous Amendments.
- 4. <u>PROPOSALS</u> The proposal of the CONSULTANT, dated November 14, 2012 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 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.

CH2M HILL, INC.

VICE PROCIDENT

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

2016 August Fitz Gerald County Executive