

AMENDMENT No. 2
to
CONTRACT No. CE1000204-01
between
CUYAHOGA COUNTY
and
MBI|K2M ARCHITECTURE, INC.

This AGREEMENT entered into this _____ day of the month of _____, 2012, by and between **Cuyahoga County of Ohio** (hereinafter referred to as 'Cuyahoga County', 'the County' or 'County'), and **mbi|k2m Architecture, Inc.** with offices located at 3121 Bridge Avenue, Cleveland, Ohio 44113.

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

WHEREAS, mbi|k2m Architecture, Inc. is engaged in providing Architectural services,

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and mbi|k2m Architecture, Inc. 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 Mbi|k2m Architecture, Inc. for the purpose of Development of the Jail Kitchen Renovation Project.

II. SCOPE OF ADDITIONAL SERVICES

Mbi|k2m Architecture, Inc. agrees to provide the following additional services:

SEE ATTACHMENT A

III. COMPENSATION

- A. Compensation to mbi|k2m Architecture, Inc. shall be in an amount not to exceed \$356,494.48, an increase of \$24,434.48.
- B. Budget for services provided in Attachment A.

IV. TERM OF AGREEMENT

- A. Mbi|k2m Architecture, Inc. shall perform the services described effective 3/1/2010 – 8/31/2013, a contract time period extension of 18 months.

V. CONTRACT TERMINATION

The County may terminate this contract by delivery of a thirty (30) day advance written notice to mbi|k2m Architecture, Inc. Only those services actually provided through the effective date of termination will be paid.

VI. MODIFICATIONS

By the mutual consent of the County and mbi|k2m Architecture, Inc., 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 mbi|k2m Architecture, Inc. 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

MBI|K2M ARCHITECTURE, INC.:
mbi|k2m Architecture, Inc.
3121 Bridge Avenue
Cleveland, Ohio 44113
Attn: Scott C. Maloney, Director

IX. NON-ASSIGNMENT

Mbi|k2m Architecture, Inc. 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. Mbi|k2m Architecture, Inc. agrees to indemnify and save Cuyahoga County of Ohio from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of mbi|k2m Architecture, Inc., its servants or agents. Mbi|k2m Architecture, Inc. acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract/Agreement or amendment between mbi|k2m Architecture, Inc. and the County may be interpreted to obligate the

County to indemnify or defend mb|k2m Architecture, Inc. or any other party.

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. COMPLIANCE WITH COUNTY ORDINANCES

This amendment is subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and mb|k2m Architecture, Inc. shall comply with all such ordinances as an integral part of the contract.

XIII. ELECTRONIC SIGNATURE

By entering into this contract the undersign agrees on behalf of the submitting contracting or business entity, its officers, employees, subcontractors, subgrantees, agents or assignis, 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.

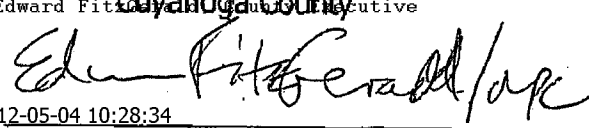
IN WITNESS THEREOF, Cuyahoga County and mb|k2m Architecture, Inc. have caused this contract to be executed this ____ day of the month of _____, 2012.

mb|k2m Architecture, Inc.



Scott C. Maloney, Director

Edward FitzGerald, Executive
Cuyahoga County



2012-05-04 10:28:34

ATTACHMENT A

February 29, 2012

Cuyahoga County of Ohio
2100 Superior Viaduct, Floor 4R
Cleveland, OH 44113
Attn: Richard Seitz
rseitz@cuyahogacounty.us – sent via email

Re: Cuyahoga County Jail Kitchen Renovation – Contract Amendment Number #2
Project No. MK-10024

Dear Mr. Seitz,

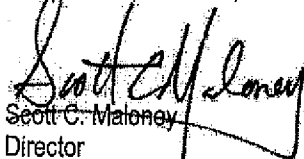
This letter is **Amendment Number #2** to the Agreement ("Agreement") between mbi | k2m Architecture, Inc. ("Design Professional") and Cuyahoga County Central Services ("Client") for the performance of services in connection with Jail Kitchen ("Project"), dated February 2, 2010. The purpose of this letter is to request additional funds for work completed on the Modification of the Wardens Office, Front End Documents and the Re-bid of this Project. This Amendment is effective as of the date of this letter. All other terms and conditions of the Agreement not previously amended or specifically modified by this Amendment remain in effect.

Design Professional and Client modify the Agreement as follows:

| | |
|--|-------------------|
| Modify Wardens Offices at the Conceald Carry Space | \$9,315.63 |
| Re-Locate Warden's Office to the Visitors Area and Front End Documents | \$ 6,541.25 |
| Project Re-bid | <u>\$8,577.60</u> |
| Total | \$24,434.48 |

If the terms of this Amendment meet with your approval, please indicate by signing and returning one copy of this letter to us. If you have any questions, please do not hesitate to call. Thank you.

Best Regards,
mbi | k2m Architecture, Inc.


Scott C. Maloney
Director

Authorization:

Cuyahoga County

By: _____
Title: _____

Signature (signer represents that she or he is legally
authorized to sign on behalf of client)

Date

PM-10