

## AMENDMENT TO CONTRACT

Dated March 11, 2010

By and Between

CUYAHOGA COUNTY, OHIO  
and

Ciuni & Panichi, Inc.

THIS AMENDATORY CONTRACT made and entered into this 21st day of November, 2011 by and between Cuyahoga County, Ohio (the "County"), on behalf of the Department of Development and Ciuni & Panichi, Inc., a corporation, with principal offices located at 25201 Chagrin Boulevard, Beachwood, Ohio 44122 (the "Provider").

### WITNESSETH:

WHEREAS, the County and the Provider entered into Contract # CE1000218-01 dated March 11, 2010 (hereinafter called the "Contract") whereby the Provider was awarded not to exceed \$100,000 in funds for an activity entitled Davis-Bacon Compliance Assistance and

WHEREAS, the Contract expires on December 31, 2012 and

WHEREAS, the amount of the Contract reads not to exceed \$100,000, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Provider hereby agree as follows:

1. Except as herein specifically amended, all terms used herein shall have the same meanings as in the Contract.
2. Attachment 1-Budgetary Details shall be and is hereby changed to increase the amount budgeted for Contractual from \$100,000 to 130,256.25, effective November 21, 2011.
3. Except as herein specifically amended, all of the terms and provisions contained in the Contract are hereby ratified and confirmed and said Contract is hereby incorporated to the same extent as if fully rewritten herein.

IN WITNESS WHEREOF, the County and the Provider have caused this Amendment to Contract to be executed the day, month and year first above written.

## ELECTRONIC SIGNATURE CLAUSE

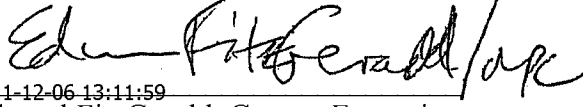
By entering into this (agreement/contract/amendment to agreement or contract) or (by submitting a bid) or (by submitting a proposal) I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction 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 County and Provider have caused this Amendment to Contract to be executed the day, month and year first above written.

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY:

  
2011-12-06 13:11:59  
Edward FitzGerald, County Executive  
or authorized designee

CIUNI & PANICHI, INC.

BY:



## ATTACHMENT 1

### BUDGETARY DETAILS – AMENDED EFFECTIVE NOVEMBER 21, 2011

PROVIDER: Ciuni & Panichi, Inc.

PROGRAM: Davis-Bacon Compliance Assistance

Budget for 34 Months.

| # | COST CATEGORIES  | BUDGETED<br>AMOUNT |
|---|------------------|--------------------|
| 1 | Personnel        |                    |
| 2 | Fringe Benefits  |                    |
| 3 | Travel           |                    |
| 4 | Equipment        |                    |
| 5 | General Overhead |                    |
| 6 | Contractual      | \$130,256.25       |
| 7 | Other            |                    |
|   |                  |                    |
|   | Total            | \$130,256.25       |

## PROJECT EXPENDITURES BUDGETARY DETAILS

PROVIDER: Ciuni & Panichi, Inc.

PROGRAM: Davis-Bacon Compliance Assistance

(1) **PERSONNEL**

| Title | Salary | Hours Worked<br>Per Week | % Charged to<br>CDBG | Budgeted<br>Amount |
|-------|--------|--------------------------|----------------------|--------------------|
|       |        |                          |                      |                    |
|       |        |                          |                      |                    |
|       |        |                          |                      |                    |
|       |        |                          |                      |                    |
|       |        |                          |                      |                    |

**TOTAL PERSONNEL**     **-0-**

(2) **FRINGE BENEFITS**

| Type of Benefit       | Rate or Dollar Amount | Budgeted Amount |
|-----------------------|-----------------------|-----------------|
|                       |                       |                 |
|                       |                       |                 |
|                       |                       |                 |
|                       |                       |                 |
|                       |                       |                 |
| TOTAL FRINGE BENEFITS |                       | -0-             |

(3) **TRAVEL (c)**

| Description | Budgeted<br>Amount |
|-------------|--------------------|
|             | -0-                |

(4) **EQUIPMENT (d)**

| Type of Equipment | Budgeted Amount |
|-------------------|-----------------|
|                   | -0-             |

(5) **GENERAL OVERHEAD (e)**

| Type of General Overhead | Rate or Dollar Amount | Budgeted Amount |
|--------------------------|-----------------------|-----------------|
|                          |                       | -0-             |

(e) Any costs which may be classified as indirect (i.e., costs which benefit more than one program cost objective) must be reported in total, using an approved cost allocation method.

If any of the above costs require an agreement, monthly receipts are required, and a copy of the agreement must be on file in our office.

(6) **CONTRACTUAL (f)**

| Description  | Budgeted Amount |
|--|-----------------|
| Hourly billing rate is \$75 per hour inclusive of all costs and expenses, except for actual cost of travel outside of a 60 mile radius (not anticipated to be required). | \$130,256.25    |

(7) **OTHER**

| Category | Budgeted Amount |
|----------|-----------------|
|          | -0-             |

TOTAL PROGRAM BUDGET

\$130,256.25