

**AMENDMENT NO. 1 TO**  
**OWNER'S REPRESENTATIVE SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 TO OWNER'S REPRESENTATIVE SERVICES AGREEMENT (this "Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date"), by and between THE COUNTY OF CUYAHOGA, OHIO, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (the "County"), and PROJECT MANAGEMENT CONSULTANTS LLC ("Consultant"). The County and Consultant agree as follows:

WHEREAS, Consultant and the County have entered into that certain Owner's Representative Services Agreement, dated as of December 1, 2009 (the "Agreement"), whereby the Consultant has provided services to the County to act as the County's representative during the development, design and construction of the buildings and other improvements comprising the integrated facility that will include the Medical Mart and Convention Center (the "Project");

WHEREAS, under the schedule contemplated at the parties' execution of the Agreement, it was expected that the Project would be completed on or around March 1, 2013, and the Project is now expected to be completed on or around July 12, 2013 for the Convention Center and on or around September 1, 2013 for the Medical Mart building; and

WHEREAS, the County desires to extend the term of the Agreement to engage Consultant during the extended construction closeout period and the early operational phases of the Project, as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, Consultant and the County agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Agreement.

2. Additional Services. In addition to continuing to provide the Services set forth in the Agreement, Consultant shall act as an extension of the County's staff and will facilitate and monitor the activities of the Developer, the Contractor, the Architects and other key Project participants during the construction close-out and early operational phases of the Project, including coordinating punch list inspections, confirming receipt of certificate of substantial completion, certificate of occupancy and evidence that other permits are closed out, obtaining Project Architect's written confirmation that all work (including punch list items) has been completed, confirming delivery of operation and maintenance manuals, warranties and record drawings, and assistance in transition to the operations phase of the Project by monitoring fulfillment of Developer/Operator of reporting requirements and other obligations under the Construction Administration Agreement and the Sublease and Operating Agreement, through the term of the Agreement, as extended by Section 3 hereof.

3. Term. The original term of the Agreement expires March 1, 2013, and is hereby extended to December 31, 2013.

4. Compensation. Consultant's compensation shall continue to be paid \$39,500 per month for each month during the term of the Agreement, as extended by Section 3 hereof.

5. Miscellaneous. All terms, conditions and provisions of the Agreement, as expressly amended by this Amendment, are hereby ratified and confirmed and shall continue to apply with full force and effect. In the event of any ambiguity or inconsistency between this Amendment and the Agreement, this Amendment shall control. This Amendment may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

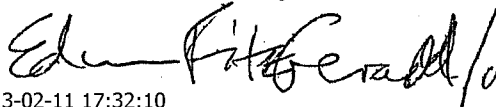
6. Electronic Signature. By entering into this Amendment the undersigned agrees on behalf of Project Management Consultants LLC to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures 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 hereunto have executed this Agreement on the day and year first written above.

**THE COUNTY OF CUYAHOGA, OHIO**


Edward FitzGerald, County Executive

2013-02-11 17:32:10



By: \_\_\_\_\_  
Name: Edward FitzGerald  
Title: County Executive

**PROJECT MANAGEMENT CONSULTANTS LLC**

By:  \_\_\_\_\_  
Jeffrey R. Appelbaum, Managing Director

**The legal form for the within instruments is hereby approved.**

By: \_\_\_\_\_  
Date: \_\_\_\_\_