

AMENDMENT No. 1

to
CONTRACT No. CE1000702-01
between
CUYAHOGA COUNTY
and
R.E.Warner & Associates, Inc.

This AGREEMENT entered into this _____ day of 2012, by and between the **Cuyahoga County**, Cuyahoga County, Ohio, and R.E.Warner & Associates, Inc. with offices located at LA Office Plaza 11, 25777 Detroit Road, Suite 200, Westlake, Ohio 44145.

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

WHEREAS, R.E.Warner & Associates, Inc. is engaged in providing Architectural services,

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and R.E.Warner & Associates, 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 R.E.Warner & Associates, Inc. for the purpose of Development of the Airport Administration Building Roof Replacement Project.

II. SCOPE OF ADDITIONAL SERVICES

R.E.Warner & Associates, Inc. agrees to provide the following additional services:

- A. Complete new documentation "front end" documents for the construction project as adopted by Cuyahoga County.
- B. Rebid Roof Replacement Project.

SEE ATTACHED Exhibit A

III. COMPENSATION

- A. Additional compensation to R.E.Warner & Associates, Inc. shall be in an amount not to exceed \$ 3,650.00.
- B. Budget for services provided in Attachment A

IV. TERM OF AGREEMENT

A. R.E.Warner & Associates, Inc. shall perform the services described effective October 15, 2010 thru March 30, 2013.

V. CONTRACT TERMINATION

The County may terminate this contract by delivery of a thirty (30) day advance written notice to R.E.Warner & Associates, 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 R.E.Warner & Associates, 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 R.E.Warner & Associates, 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: Deborah A. Shaw

R.E.WARNER & ASSOCIATES, INC.:
R.E.Warner & Associates, Inc.
LA Plaza 11, Suite 200
25777 Detroit Road
Westlake, Ohio 44145
Attn: Robert C. Ramer

IX. NON-ASSIGNMENT

R.E.Warner & Associates, 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. R.E.Warner & Associates, Inc. agrees to release, indemnify and to hold harmless the County, R.E.Warner & Associates, Inc., and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the negligent failure of R.E.Warner & Associates, Inc., 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 R.E.Warner & Associates, Inc., have caused this contract to be executed this 5/3 day of 2012

R.E.Warner & Associates, Inc.,

Name: Brett A. Neff
Vice President

Cuyahoga County
Edward Fitzgerald, County Executive

2012-05-31 13:57:16



The R.E. Warner Companies
R.E. Warner & Associates, Inc.
R.E. Warner Architects, Inc.
R.E. Warner Environmental Services, Ltd.
R.E. Warner Construction Services, Inc.

EXHIBIT "A"

April 25, 2012

Ms. Barbara Shergalls
Cuyahoga County Department of Public Works
1642 Lakeside Avenue
Cleveland, Ohio 44114

Reference: Architectural Services for Cuyahoga County Airport Administration Building
Roof Replacement Project
Request for Change Order No. 1, Revision 1
Original R.E. Warner Project No. 28710
New Project No. 10812

Dear Ms. Shergalls:

Deborah Shaw requested a breakdown of the additional work required on the airport roof project during the time we were working with Mr. Carl Fixler. This extra work occurred due to the changes in the County organization after we submitted the final review package for Mr. Fixler's review.

1. Due to the organizational changes we were required to update the front end documents in the manual, forms, etc. There was also a long delay in the project awaiting direction. This task required an additional 16 hours to update the manual as well as two additional review meetings to revise updates and final documents which required an additional eight hours and added printing costs.

The design documents (drawings, specs and bid packages) and invitation to bid documents were also revised which required eight hours and added printing costs.

2. The prebid meeting and follow up was conducted but will need to occur again because the first bids were dismissed by the County. We will require additional time to reissue and print documents and attend the prebid meeting at the airport. The additional time is 12 hours for this task.

3. An additional four hours of project management and meetings were required for the revisions to the new bid package, etc.

The additional cost for this work is \$3,650. We will complete the following work associated with the construction administration services which yet to be completed under the original contract:

- Two meetings at the airport
- Final document review meeting at the County office
- Construction administration
- Observation at the airport

Ms. Barbara Shergalis
Cuyahoga County Department of Public Works
April 25, 2012

Request for Change Order No. 1, Revision1
R.E. Warner Job No. 28710
Page 2 of 2

These services have been covered under our original contract.

If you have any questions, please feel free to contact me.

Sincerely,

R.E. WARNER & ASSOCIATES, INC.



Robert C. Ramer, PE
Senior Project Manager

RCR/lej

Enclosures: Certificate of Liability Insurance
Bureau of Workers' Compensation Certificate
DMA Form

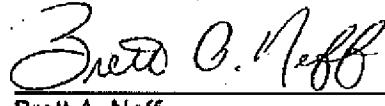
Cc: Cuyahoga County Department of Public Works: Deborah Shaw

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ACKNOWLEDGED AND ACCEPTED

R.E. WARNER & ASSOCIATES, INC.

By



Brett A. Neff

Title Vice President

Date April 25, 2012

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ACKNOWLEDGED AND ACCEPTED

**CUYAHOGA COUNTY DEPARTMENT OF
PUBLIC WORKS**

By

Title

Date
