

**AMENDMENT No. 6**  
**to**  
**CONTRACT No. CE11039-04**  
**between**  
**CUYAHOGA COUNTY**  
**and**  
**HEERY INTERNATIONAL, INC.**

This AGREEMENT entered into this \_\_\_\_\_ day of December 2011, by and between the **Cuyahoga County**, Cuyahoga County, Ohio, and **Heery International, Inc.** with offices located at 50 Public Square, Suite 2175, Cleveland, Ohio 44113.

WHEREAS, the County desires to have additional Owner's Representative services; and

WHEREAS, Heery International, Inc. is engaged in providing Owner's Representative services,

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and Heery International, 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 Heery International, Inc. for the purpose of Owner's Representative Services for the Juvenile Justice Center.

**II. SCOPE OF ADDITIONAL SERVICES**

Heery International, Inc. agrees to provide the following additional services:

**SEE ATTACHED**

**III. COMPENSATION**

- A. Compensation to Heery International, Inc. shall be in an amount not to exceed \$48,464.47
- B. Budget for services provided in Exhibit A

**IV. TERM OF AGREEMENT**

- A. Heery International, Inc. shall perform the services described effective 2/26/2011 and extend the contract term to 11/30/2011.

**V. CONTRACT TERMINATION**

The County may terminate this contract by delivery of a thirty (30) day advance written notice to Heery International, 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 Heery International, 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 Heery International, 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

HEERY INTERNATIONAL, INC.:  
Heery International, Inc.  
50 Public Square, Suite 2175  
Cleveland, Ohio 44113  
Attn: Bill Heitz

**IX. NON-ASSIGNMENT**

Heery International, 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. CONTRACTOR agrees to release, indemnify and to hold harmless the County, Heery International, Inc. and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the negligent failure of CONTRACTOR 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.

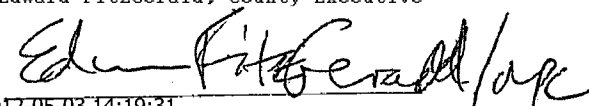
IN WITNESS THEREOF, the Cuyahoga County and Heery International, Inc. have caused this contract to be executed this \_\_\_\_ day of December 2011.

Heery International, Inc.

  
\_\_\_\_\_  
John Furman, Vice President

Cuyahoga County

Edward FitzGerald, County Executive

  
2012-05-03 14:19:31



## **EXHIBIT A**

October 4, 2011

Barbara Shergalis AIA  
Chief Building Architect  
Department of Public Works  
2100 Superior Viaduct  
Cleveland, Ohio 44113

Architecture  
Engineering  
Interior Design  
Program Management  
Construction Management  
Facilities Management

**RE: Contract Amendment  
East 93<sup>rd</sup> and Quincy Site  
Juvenile Detention and Courts Facility  
Cuyahoga County**

Dear Barb:

Attached please find our proposal for the following additional services in support of the Cuyahoga County Juvenile Justice Center:

- Coordination of County Warranty work
- Move Management assistance
- Coordination and tracking of County additions and revision to the work
- Facilitation and Tracking of County move-in activation tasks and duties

We have included detailed breakdowns of our labor fee and reimbursable expenses and are available to discuss and explain these attachments at your earliest convenience. In the meantime if you have any preliminary questions please do not hesitate to call.

Sincerely,

**HEERY INTERNATIONAL, INC.**

Steven L. Ludwinski AIA, NCARB  
LEED Accredited Professional O&M  
Vice President  
Cleveland Area Manager

CC: B. Rock

### **Heery International, Inc.**

A group of professional service practices  
50 Public Square, Suite 2175, Cleveland, Ohio 44113  
Telephone 216 781-1313 Fax 216 781-1613

Offices Nationwide

The following additional services result in an increase or decrease to the fees associated with Heery's labor, consultant or reimbursable agreement with Cuyahoga County in support of the Juvenile Detention Center and Courthouse Project:

1. Add service to extend Owner's Representative labor and reimbursables from February 26, 2011 through November 30, 2011:

• Heery International Inc Labor	\$90,821.40
• Heery Credit for unused fee	(42,356.93)
• Reimbursable expenses	N/C
<b>Total:</b>	<b>\$48,464.47</b>

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<b>TOTAL ADDITIONAL SERVICE AMOUNT:</b>	<b>\$48,464.47</b>
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**CUYAHOGA COUNTY JUVENILE JUSTICE CENTER PROJECT  
AMENDMENT FOR OWNER'S REPRESENTATIVE SERVICES**

## FEBRUARY 26, 2011 - NOVEMBER 30, 2011

2011