

AMENDMENT CE1200506-01

FOR

CONTRACT FOR PROFESSIONAL SERVICES

This **CONTRACT AMENDMENT** made and entered into this 16th day of January, 2013⁴, by and between the Cuyahoga County, Department of Public Safety & Justice Services, Office of Emergency Management (the "**COUNTY**") and Sport Spirit, Inc. dba Readiness Co., with principal offices located at 6611 Sunset Avenue Independence, Ohio 44131, (the "**PROVIDER**").

Whereas the County desires to amend this contract for the purpose of extending the time period and increasing the amount of the contract as follows:

TERM

- I. This Contract shall be amended for a period of six (6) months commencing January 1, 2014 and shall remain in effect through June 30, 2014. All work performed will be in accordance with the specifications and to the satisfaction and acceptance of the Office of Emergency Management of Cuyahoga County, Ohio. The **COUNTY** reserves the right to cancel this Contract at any time for any reason and stop payment immediately. The **PROVIDER** reserves the right to terminate this Contract by submitting written notification with a minimum of fourteen (14) days advance notice of the intent to terminate this Contract.

COMPENSATION

- II. For the services to be rendered and expenses incurred under this Contract, **PROVIDER** shall be paid a rate of \$20.83 per hour. The total amount paid to **PROVIDER** under this Amended Contract shall not exceed the amount of \$7,811.25. The **PROVIDER** shall submit a written invoice to the Manager, Office of Emergency Management at the end of each month, for services provided. The **PROVIDER** will submit a final reimbursement request to the **COUNTY** no later than June 30, 2014.

All other conditions of the original Contract remain the same.

The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

2. **Additional Insurance Coverage**

Each of the following eight items is optional unless otherwise required by the terms of this specification.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence

\$5,000,000 general aggregate

\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(c) **Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;

\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(d) Pollution Legal Liability Insurance (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;

\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

(e) Liquor Liability Insurance with a limit of liability not less than:

\$1,000,000 per occurrence;

\$1,000,000 aggregate.

(f) Aviation Liability Insurance covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence;

\$10,000,000 aggregate.

(g) Marine Liability Insurance covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence;

\$5,000,000 aggregate.

(h) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

ELECTRONIC CONTRACT

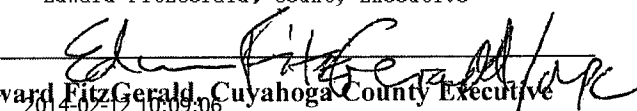
By entering into this Contract I agree on behalf of the contracting or submitting business entity, its officers, employees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic 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 the County of Cuyahoga.

IN WITNESS THEREOF, the COUNTY and the PROVIDER have executed and delivered this
Contract as of the day and year first written above.

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

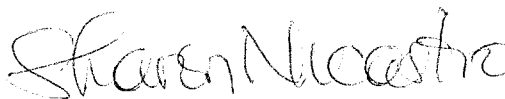
By:


Edward FitzGerald, Cuyahoga County Executive

2014-02-12 10:09:06

Sport Spirit, Inc. dba Readiness Co.

By:



Sharon Nicastro