

AMENDMENT TO AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES

This Amendment to Agreement for Construction Management Services (this "Amendment"), made as of _____, 20____, by and between the City of North Royalton (the "City"), the YMCA of Greater Cleveland (the "YMCA") and Panzica Construction Company (the "Construction Manager").

WHEREAS, the City, operating under its Charter and ordinances, the YMCA and the Construction Manager entered into an Agreement for Construction Management Services (the "Agreement") made as of October 19, 2010 for the North Royalton YMCA (the "Project");

WHEREAS, the City, the YMCA and the Construction Manager desire to amend the Agreement in accordance with Subparagraph 9.5.2 thereof;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City, the YMCA and the Construction Manager agree as follows:

1. Pursuant to Subparagraphs 5.4.4 and 9.5.2 of the Agreement, the City, the YMCA and the Construction Manager hereby amend Subparagraph 5.3.1 to read as follows:

5.3.1 Basic Fee. For Basic Services provided by the Construction Manager and all Consultants, the City shall pay the Construction Manager a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of ONE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED TWENTY SEVEN DOLLARS (\$168,227.00) which shall compensate the Construction Manager for all increases in the Construction Budget from October 19, 2010 to the date of this Amendment. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

2. Pursuant to Subparagraphs 5.4.4 and 9.5.2 of the Agreement, the City, the YMCA and the Construction Manager hereby amend the first paragraph of Paragraph 5.4 to read as follows:

5.4 Basic Fee. Except as otherwise provided in Subparagraph 5.3.1, payment of the Basic Fee shall be paid as follows: Preconstruction Phase: Eight Thousand Dollars (\$8,000), payable at the commencement of construction; and Construction Phase: One Hundred Sixty Thousand Two Hundred Twenty Seven Dollars (\$160,227.), payable monthly in proportion to services performed.

3. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the City, the YMCA and the Construction Manager hereto have executed this First Amendment as of the date and year first above written.

CITY OF NORTH ROYALTON
("City")

By: _____

Name: _____

Title: _____

YMCA OF GREATER CLEVELAND
("YMCA")

By: _____

Name: _____

Title: _____

PANZICA CONSTRUCTION COMPANY

By: _____

Name: _____

Title: _____

The legal form and correctness of the within instrument is hereby approved.

Date: _____, 20____

Thomas A. Kelly
Law Director

CERTIFICATE

The undersigned, Fiscal Officer of the City of North Royalton, certifies that the moneys required to meet the obligations of the City during the years 2010 to 2012 in an amount not to exceed Three Hundred Eighty-Three Thousand Dollars (\$383,000) in accordance with the foregoing Amendment to Agreement for Construction Management Services and that Agreement have been lawfully appropriated by the City Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 20____

Karen Fegan
Fiscal Officer,
City of North Royalton