

AMENDED AGREEMENT NO. 1 Final CONTRACT NO. CE110128-01

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the County of Cuyahoga, Ohio

and Fabrizi Trucking & Paving, Co. Inc., an Ohio Corporation, with principal offices located at 389 Columbia Road Valley View, Ohio 44280.

WITNESSETH, that whereas in the performance of Contract CE1100125-01 between the above named

parties, calling for the North Granger Sewer Replacement, Garfield Heights, County Sewer District No. 9

that it is necessary to make alterations and modifications as follows in said contract in order that the work be properly completed:

*The attached plan quantity adjustments are based on final field measurements and calculations.
reasonable to perform work that is necessary to complete construction per plan intent.
The new items were determined necessary to complete project per intent.*

WHEREAS, the Contractor has agreed and by these presents does agree to perform the work necessary to complete the contract in accordance with the alterations and modifications desired by the County at the following prices for the following work, viz:

*This is an estimated cost and actual payment will be made based on Cuyahoga County Department of Public Works Engineer's Office approval of submitted cost analysis.

NEW PLAN ITEMS

<u>Ref. No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
23	ADDITIONAL COST DUE TO RE-ALIGNMENT OF SANITARY SEWER	1.00	LUMP	\$ 90,157.00	\$ 90,157.00
24	ADDITIONAL WORK AT NEORS D SHAFT	1.00	LUMP	\$ 59,489.81	\$ 59,489.81
25	ROCK EXCAVATION 36" STORM & 6" CONNECTION	1.00	LUMP	\$ 39,388.28	\$ 39,388.28
					\$ 189,035.09

DECREASED PLAN ITEMS

<u>Ref. No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	8-INCH PVC SANITARY SEWER, COMPLETE IN PLACE	(1.00)	LF	\$ 75.00	\$ (75.00)
2	12-INCH PVC SANITARY SEWER, COMPLETE IN PLACE	(36.00)	LF	\$ 84.00	\$ (3,024.00)
3	15-INCH PVC SANITARY SEWER, COMPLETE IN PLACE	(4.00)	LF	\$ 90.00	\$ (360.00)
4	36-inch concrete pipe sanitary sewer, complete in place	(35.00)	LF	\$ 294.00	\$ (10,290.00)
5	Sanitary manhole, complete in place, under 10 feet	(1.00)	EA	\$ 2,300.00	\$ (2,300.00)
9	8, 6-inch PVC sanitary connections, including test tees and wyes, complete in place	(4.00)	LF	\$ 45.00	\$ (180.00)
10	Rebuild existing 6-inch sanitary lateral connections to ROW line with test tees, with drop connections.	(2.00)	EA	\$ 1,250.00	\$ (2,500.00)
16	TESTING, CLEANING & VIDEOTAPING OF SANITARY SEWERS, COMPLETE IN PLACE	(1.00)	LUMP	\$ 3,500.00	\$ (3,500.00)
18	MANHOLES, CATCH BASINS, MONUMENT BOXES ADJUSTED TO GRADE	(0.50)	LUMP	1,000.00	(500.00)
19	REPLACE SIDEWALKS, DRIVEWAYS AND CURBS	(0.50)	LUMP	\$ 35,000.00	\$ (17,500.00)
20	ADDITIONAL PREMIUM BACKFILL AS DIRECTED	(200.00)	CY	\$ 10.00	\$ (2,000.00)
22	CONTINGENCY	(1.00)	LUMP	\$ 1,433.00	\$ (1,433.00)
					\$ (43,662.00)

NEW PLAN ITEMS:	\$ 189,035.09
DECREASED PLAN ITEMS:	\$ (43,662.00)
	<u>\$ 145,373.09</u>

Therefore, \$145,373.09 is necessary to continue construction per plan intent.

it is now therefore agreed that the work shall be done by the Contractor at prices named above, and that the County shall pay for the work when completed to its satisfaction at the said prices on estimates in the same manner as for the items in the original contract.

By entering into this amendment I agree on behalf of the contracting 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 Chapter 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.

Nothing in this agreement shall in any way release either party from any of the obligations of the original contract.

Witness our hands and seals this 19th day of April, 2013

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By: _____

Edward FitzGerald, County Executive
2013-07-16 16:41:04

Fabrizi Trucking &
Paving Co., Inc.

Maria Yearer, VP/CFO
Contractor

We, the undersigned, sureties on the above mentioned contract, do hereby consent to the alterations and modifications, and agree that said changes shall not in any manner prejudice our liability under the Bond.

Ohio Farmers Insurance
Company

Robert W. Edgerton
Robert W. Edgerton
Attorney-in-Fact