

AMENDED AGREEMENT NO. 1 CONTRACT NO. CE1100207-01

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 Company, with principal offices located at 389 Columbia Road, Valley City, Ohio 44280.

WITNESSETH, that whereas in the performance of Contract No. CE1100207-01 between the above named parties, calling for the Improvement of Stumph Road from Snow Road to Pearl Road in the Cities of Parma and Parma Heights

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

*The new and increased items are due to unforeseen field conditions and/or plan omissions.*

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:

### NEW PLAN ITEMS

<u>Ref. No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
237	SANITARY DROP MANHOLE MODIFICATION (112+30RT)	1.00	LS	\$ 5,071.08	\$ 5,071.08
238	STORM MANHOLE FIELD BUILT (53+53RT)	1.00	LS	\$ 5,243.93	\$ 5,243.93
239	4" WATERMAIN OFFSET (54+37RT)	1.00	LS	\$ 5,488.04	\$ 5,488.04
240	STORM MANHOLE REWORKED TO ACCOMMODATE 35" CONDUIT (54+79RT)	1.00	LS	\$ 632.50	\$ 632.50
241	LOW STRENGTH MATERIAL BACKFILL (49+75LT)	1.00	LS	\$ 614.18	\$ 614.18
242	SANITARY MANHOLE PRECAST DROP ELIMINATION (103+59RT)	1.00	LS	\$ 16,458.49	\$ 16,458.49
243	12" STORM CONDUIT LOWERING (60+77LT)	1.00	LS	\$ 2,070.43	\$ 2,070.43
244	WATER SERVICE CONNECTION REPAIR (103+94LT)	1.00	LS	\$ 808.98	\$ 808.98
245	8" SANITARY CONDUIT LOWERING (108+74)	1.00	LS	\$ 2,937.65	\$ 2,937.65
246	CATCH BASIN FIELD BUILT (100+79LT)	1.00	LS	\$ 979.46	\$ 979.46
247	REWIRE PEARL RD. TRAFFIC SIGNAL (114+12RT)	1.00	LS	\$ 9,513.31	\$ 9,513.31
248	3" ELECTRICAL CONDUIT LOWERING (86+22RT)	1.00	LS	\$ 550.86	\$ 550.86
249	PEDESTRIAN SIGNAL POLE RELOCATION (114+63RT)	1.00	LS	\$ 2,648.53	\$ 2,648.53
250	EXPLORATORY EXCAVATION STORM LATERAL (52+75LT)	1.00	LS	\$ 8,537.19	\$ 8,537.19
251	WATER LINE SPOOL PIECE	2.00	EA	\$ 2,351.37	\$ 4,702.74
252	WORK ZONE LANE LINE, CLASS 1, 642 PAINT	1.00	MILE	\$ 650.00	\$ 650.00
253	WORK ZONE CHANNELIZING LINE, CLASS 1, 642 PAINT	1,335.00	LF	\$ 1.00	\$ 1,335.00
				\$	\$ 68,020.34

### INCREASED PLAN ITEMS

<u>Ref. No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
47	8" CONDUIT, TYPE B, 707.45, AS PER PLAN	9.00	LF	\$ 100.00	\$ 900.00
54	21" CONDUIT, TYPE C, 708.02, AS PER PLAN	2.00	LF	\$ 70.00	\$ 140.00
58	36" CONDUIT, TYPE B, 708.02, AS PER PLAN	16.00	LF	\$ 145.00	\$ 2,320.00
74	AGGREGATE BASE, AS PER PLAN	400.00	CY	\$ 34.50	\$ 13,800.00
79	CURB, TYPE 2-A, AS PER PLAN	1,111.00	LF	\$ 4.00	\$ 4,444.00
80	CURB TYPE 2-A, USING CLASS MS CONCRETE, AS PER PLAN	400.00	LF	\$ 4.00	\$ 1,600.00
90	12" WATER MAIN DUCTILE IRON PIPE WITH PUSH JTS. & MECHANICAL FITTINGS			\$	\$ 322.50
		2.00	LF	\$ 161.25	
108	12" CONDUIT, TYPE B, 707.45, SDR 28, AS PER PLAN	1.00	LF	\$ 135.00	\$ 135.00
109	36" CONDUIT, TYPE B, 707.42, AS PER PLAN	4.00	LF	\$ 224.00	\$ 896.00
114	SANITARY STRUCTURE, MISC., TEST TEE, AS PER PLAN	2.00	EA	\$ 225.00	\$ 450.00
202	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	50.00	HR	\$ 45.00	\$ 2,250.00
211	PORTABLE CHANGEABLE MESSAGE SIGN	88.00	DAY	\$ 28.00	\$ 2,464.00
212	WORK ZONE CENTERLINE, CLASS 1, 642 PAINT	1.00	MILE	\$ 2,800.00	\$ 2,800.00
219	WORK ZONE STOPLINE, CLASS 1, 642 PAINT	340.00	LF	\$ 2.50	\$ 850.00
				\$	\$ 33,371.50

**DECREASED/NON-PERFORMED PLAN ITEMS**

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
226	PORTABLE CONCRETE BARRIER, 32", AS PER PLAN	(4,066.00)	LF	\$ 25.00	\$ (101,400.00)

NEW PLAN ITEMS: \$ 68,020.34

DECREASED PLAN ITEMS: \$ (101,400.00)

INCREASED PLAN ITEMS: \$ 33,371.50

GRAND TOTAL: \$ (8.16)

**Therefore, the contract amount can be decreased by (\$8.16).**

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 excepted 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 \_\_\_\_\_ day of \_\_\_\_\_.

County of Cuyahoga, Ohio County Executive

By:

  
Edward Fitzgerald, County Executive

Fabrizi Trucking & Paving Co., Inc.

 Vice Pres.  
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

  
Jean M. Stark, Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Brian M. Russell; Laura W. Straub; Kathleen A. Behlke; Roberta L. Hardy;

Denise E. Mast; Robin R. Hammond; Jean M. Stark; Elizabeth Baldwin;

Lori L. Smith; Yvonne Michalak and/or Danielle Norton

of Berea, Ohio

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of October, 2008.

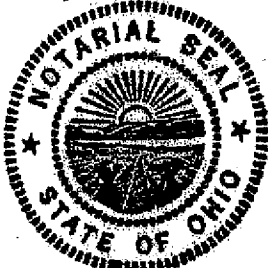


STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Thomas H. Kelly*  
Vice President

On this 10<sup>th</sup> day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 8th day of DECEMBER 2011



*Bruce J. Schlemmer*  
Secretary