

AMENDED AGREEMENT NO.

1 Final

CONTRACT NO.

CE1100396-01

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

and Burton Scott Contractors, LLC, a Domestic Limited Liability Company, with principal offices located at 11330 Kinsman Road, Newbury, Ohio 44066.WITNESSETH, that whereas in the performance of Contract No. CE1100396-01 between the above namedparties, calling for the Repair and Resurfacing of Monticello Boulevard from Mayfield Road to Taylor Road in the City of Cleveland Heights

it is the opinion of the County of Cuyahoga, Ohio, that it is necessary to make alterations and modifications as follows in said contract in order that the work be properly completed:

The attached quantity adjustments are based on final field measurements and calculations and new items were deemed necessary to complete construction per plan 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:

INCREASED PLAN ITEMS

Ref. No.	Descriptions	Qty.	Unit	Unit Price	Total
1	PAVEMENT REMOVED	158.767	SY	\$ 8.00	\$ 1,270.14
2	WALK REMOVED	3181.74	SF	\$ 0.80	\$ 2,545.39
7	EXCAVATION	103.719	CY	\$ 15.00	\$ 1,555.79
8	SUBGRADE COMPACTION	263.001	SY	\$ 1.50	\$ 394.50
15	MONUMENT BOX ADJUSTED TO GRADE, APP	4	EA	\$ 300.00	\$ 1,200.00
17	4" CONCRETE WALK, APP	2714.953	SF	\$ 3.75	\$ 10,181.07
18	CURB RAMP, TYPE A1, APP	24	EA	\$ 350.00	\$ 8,400.00
31	CATCH BASIN ADJUSTED TO GRADE, APP	17	EA	\$ 500.00	\$ 8,500.00
34	MANHOLE ADJUSTED TO GRADE, APP	40	EA	\$ 500.00	\$ 20,000.00
36	MISCELLANEOUS METAL	53260.22	LBS	\$ 1.00	\$ 53,260.22
47	TACK COAT	444.31	GAL	\$ 2.50	\$ 1,110.78
52	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, APP	139.064	SY	\$ 48.00	\$ 6,675.07
54	6" NON-REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, APP	158.867	SY	\$ 38.00	\$ 6,036.95
57	CONCRETE PAVEMENT CRACK CLEANED & FILLED	6079	FT	\$ 1.22	\$ 7,416.38
60	LANE LINE, TYPE 1	0.141	MILE	\$ 1,800.00	\$ 263.80
61	CENTER LINE, TYPE 1	0.134	MILE	\$ 4,800.00	\$ 643.20
65	TRANSVERSE/DIAGONAL LINE, TYPE A3, APP	213.6	FT	\$ 11.32	\$ 2,417.95
76	WORK ZONE EDGE LINE, CLASS 1, 740.06, TYPE 1	1.36	MILE	\$ 4,800.00	\$ 6,528.00
83	FIELD OFFICE, TYPE B, APP	4.5	MOS	\$ 1,200.00	\$ 5,400.00
				\$	143,789.23

DECREASED PLAN ITEMS

Ref. No.	Descriptions	Qty.	Unit	Unit Price	Total
3	CURB REMOVED	(1,922.260)	FT	\$ 2.50	\$ (4,805.65)
4	PIPE REMOVED, 24" AND UNDER	(100.000)	FT	\$ 5.00	\$ (500.00)
5	MANHOLE REMOVED	(2.000)	EA	\$ 500.00	\$ (1,000.00)
6	CATCH BASIN REMOVED	(4.000)	EA	\$ 300.00	\$ (1,200.00)
9	EMBANKMENT, AS PER PLAN	(75.000)	CY	\$ 20.00	\$ (1,500.00)
10	GRANULAR EMBANKMENT, AS PER PLAN	(75.000)	CY	\$ 35.00	\$ (2,625.00)
11	GEOTEXTILE FABRIC	(500.000)	SY	\$ 1.75	\$ (875.00)
12	LINEAR GRADING, AS PER PLAN	(25.000)	SY	\$ 1.00	\$ (25.00)
13	CUYAHOGA COUNTY CENTERLINE MONUMENT BOX ASSEMBLY, TYPE 1	(2.000)	EA	\$ 500.00	\$ (1,000.00)
14	CUYAHOGA COUNTY MONUMENT BOX	(5.000)	EA	\$ 450.00	\$ (2,250.00)
19	CURB RAMP, TYPE A2, AS PER PLAN	(24.000)	EA	\$ 350.00	\$ (8,400.00)
20	SOIL ANALYSIS TEST	(2.000)	EA	\$ 100.00	\$ (200.00)
21	TOPSOIL	(1.000)	CY	\$ 25.00	\$ (25.00)
22	SEEDING AND MULCHING, AS PER PLAN	(25.000)	SY	\$ 1.00	\$ (25.00)
23	COMMERCIAL FERTILIZER	(0.100)	TON	\$ 500.00	\$ (50.00)
24	LIME	(0.250)	ACRE	\$ 200.00	\$ (50.00)
25	WATER	(7.000)	MGAL	\$ 10.00	\$ (70.00)
26	EROSION CONTROL	(2,500.000)	EA	\$ 1.00	\$ (2,500.00)
27	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS, APP	(96.000)	FT	\$ 8.00	\$ (768.00)
28	12" CONDUIT, TYPE B, 708.02, AS PER PLAN	(100.000)	FT	\$ 50.00	\$ (5,000.00)
29	CATCH BASIN, CUYAHOGA COUNTY NO. 3C, AS PER PLAN	(2.000)	EA	\$ 2,500.00	\$ (5,000.00)
30	CATCH BASIN, AS PER PLAN	(2.000)	EA	\$ 2,200.00	\$ (4,400.00)
32	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	(14.000)	EA	\$ 750.00	\$ (10,500.00)
33	MANHOLE, NO. 1, AS PER PLAN	(2.000)	EA	\$ 3,000.00	\$ (6,000.00)

DECREASED PLAN ITEMS CONTINUED

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
35	MANHOLE RECONSTRUCTED TO GRADE, APP	(12.000)	EA \$	750.00 \$	(9,000.00)
37	6" BASE PIPE UNDERDRAINS, APP	(770.000)	FT \$	8.00 \$	(6,160.00)
39	SERVICE BOX ADJUSTED TO GRADE, AS PER PLAN	(5.000)	EA \$	100.00 \$	(500.00)
40	PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN	(3,118.223)	SY \$	28.00 \$	(87,310.24)
41	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN	(0.270)	SY \$	2.60 \$	(0.70)
42	PATCHING PLANED SURFACE	(5,900.000)	SY \$	1.00 \$	(5,900.00)
43	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS FS, AS PER PLAN	(100.000)	SY \$	100.00 \$	(10,000.00)
44	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS MS, AS PER PLAN	(1,900.000)	SY \$	60.00 \$	(114,000.00)
45	FULL DEPTH PAVEMENT SAWING	(5,034.500)	FT \$	1.75 \$	(8,810.38)
46	AGGREGATE BASE, AS PER PLAN	(78.322)	CY \$	38.00 \$	(2,976.24)
48	TACK COAT, AS PER PLAN	(372.000)	GAL \$	3.10 \$	(1,153.20)
49	TACK COAT FOR INTERMEDIATE COURSE	(435.000)	GAL \$	2.50 \$	(1,087.50)
50	ASPHALT CONCRETE SURFACE COURSE, 9.5mm, TYPE A (448), AS PER PLAN	(82.100)	CY \$	186.80 \$	(15,311.66)
51	ASPHALT CONCRETE INTERMEDIATE COURSE, 19mm, TYPE A (448), AS PER PLAN	(203.507)	CY \$	132.00 \$	(26,862.92)
53	10" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, AS PER PLAN	(9.930)	SY \$	50.00 \$	(496.50)
55	CURB, TYPE 6 USING CLASS MS CONCRETE, AS PER PLAN	(1,183.520)	FT \$	14.00 \$	(16,569.28)
56	CONCRETE PAVEMENT JOINT CLEANED AND FILLED	(2,475.000)	FT \$	1.22 \$	(3,019.50)
58	REINFORCED PAVEMENT FABRIC	(1,484.860)	SY \$	4.47 \$	(6,636.43)
62	CHANNELIZING LINE, TYPE 1	(206.340)	FT \$	2.00 \$	(412.68)
63	STOP LINE, TYPE A3	(77.230)	FT \$	11.66 \$	(900.50)
64	CROSSWALK LINE, TYPE A3	(474.520)	FT \$	5.53 \$	(2,624.10)
69	TRAFFIC COMPACTED SURFACE, TYPE A OR B, APP	(100.000)	CY \$	21.45 \$	(2,145.00)
70	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	(47.000)	HR \$	50.00 \$	(2,350.00)
71	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	(47.850)	CY \$	250.00 \$	(11,962.50)
73	PORTABLE CHANGEABLE MESSAGE SIGN	(300.000)	DAY \$	30.00 \$	(9,000.00)
74	WORK ZONE LANE LINE, CLASS II	(6.400)	MILE \$	250.00 \$	(1,600.00)
75	WORK ZONE CENTER LINE, CLASS II	(1.210)	MILE \$	850.00 \$	(1,028.50)
77	WORK ZONE CHANNELIZING LINE, CLASS I	(600.000)	FT \$	0.75 \$	(450.00)
78	WORK ZONE DOTTED LINE, CLASS I, 740.06, TYPE I	(573.000)	FT \$	2.00 \$	(1,146.00)
80	WATER	(10.000)	MGAL \$	10.00 \$	(100.00)
81	CALCIUM CHLORIDE	(1.000)	TON \$	500.00 \$	(500.00)
87	CPM SCHEDULE SHORT DURATION PROJECTS	(0.500)	TON \$	2,500.00 \$	(1,250.00)
				\$	(410,032.47)

NEW PLAN ITEMS

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
88	MODIFICATIONS TO THE BUS PAD AND DRIVE APRONS	1.000	LS	\$ 11,881.58	\$ 11,881.58

TOTAL DECREASED ITEMS: \$ (410,032.47)

TOTAL INCREASED ITEMS: \$ 143,789.23

TOTAL NEW ITEMS: \$ 11,881.58

GRAND TOTAL: \$ (254,361.66)

Therefore, the contract amount can be decreased by (\$254,361.66).

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
Edward Fitzgerald, County Executive

By: _____

Edward Fitzgerald, County Executive

Burton Scot Contractors, LLC

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

Nancy Nemecek, Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/16/09, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3404092 00

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
NANCY NEMEC, DAN A. REMELY, LEANN MCDONALD, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 16th day of DECEMBER A.D., 2009.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 16th day of DECEMBER A.D., 2009, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of June A.D., 2012.



Frank A. Carrino
Frank A. Carrino, Secretary