

AMENDED AGREEMENT NO. 1 final CONTRACT NO. CE1200651

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

and Chagrin Valley Paving, Inc., an Ohio Corporation, with principal offices located at 17290 Munn Road
Chagrin Falls, Ohio, 44023.

WITNESSETH, that whereas in the performance of Contract No. CE1200651 between the above named
parties, calling for the Resurfacing, Restoration and Rehabilitation of Columbia Road from Butternut Ridge
Road to Lorain Road in the City of North Olmsted

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

*The increased items are based on actual field measurements and the new items were needed to meet existing
field conditions and fulfill 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:

INCREASED PLAN ITEMS

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
14	SUBGRADE COMPACTION	490.680	CU.Y	\$ 0.50	\$ 245.34
51	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	4.000	EACH	\$ 500.00	\$ 2,000.00
62	PAVEMENT PLANING, ASPHALT CONCRETE AS PER PLAN	5,407.15	SQ.YD	\$ 1.60	\$ 8,651.44
66	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT, APP	20.00	CU.Y	\$ 200.00	\$ 4,000.00
72	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 PG64-22	45.78	CU.Y	\$ 120.00	\$ 5,493.60
73	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 PG70-22M	52.286	CU.Y	\$ 193.00	\$ 10,090.04
74	ASPHALT CONCRETE SURFACE COURSE, (DRIVEWAYS)	143.460	CU.Y	\$ 225.00	\$ 32,278.50
76	6" REINFORCED CONCRETE PAVEMENT USING M.S. CONCRETE	39.050	SQ.Y	\$ 68.00	\$ 2,655.40
77	CURB, TYPE 2 A, USING M5 CONCRETE, AS PER PLAN	78.800	LINE	\$ 50.00	\$ 3,940.00
78	CURB TYPE 7, AS PER PLAN	6.00	LINE	\$ 100.00	\$ 600.00
79	COMPACTED AGGREGATE, AS PER PLAN	13.23	CU.Y	\$ 60.00	\$ 793.80
87	SIGN, FLAT SHEET	30.750	SQ.FT	\$ 14.00	\$ 430.50
88	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	1.000	EACH	\$ 30.00	\$ 30.00
90	DETECTOR LOOP, AS PER PLAN	4.00	EACH	\$ 950.00	\$ 3,800.00
91	EDGE LINE, 6 INCH	0.33	MILE	\$ 2,700.00	\$ 891.00
92	CENTER LINE	0.20	MILE	\$ 4,800.00	\$ 960.00
93	CHANNELIZING LINE 12 INCH	132.00	LINE	\$ 3.00	\$ 396.00
94	STOP LINE	22.60	LINE	\$ 6.00	\$ 135.60
95	CROSSWALK LINE	408.90	LINE	\$ 3.00	\$ 1,229.70
102	LAW ENFORCEMENT OFFICER W/ PATROL CAR FOR ASSISTANCE	72.50	HOU	\$ 60.00	\$ 4,350.00
107	WORK ZONE CENTER LINE CLASS 1, 642 PAINT	0.36	MILE	\$ 950.00	\$ 342.00
122	FIELD OFFICE, TYPE B, AS PER PLAN	1.00	MON	\$ 900.00	\$ 900.00
					\$ 64,212.92

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>
126	EXTRA WORK NEEDED @ CURB RAMPS/DRIVE APRONS	1.00	LS	\$ 5,035.32	\$ 5,035.32
127	ADDITIONAL WORK FOR FIRE HYDRANT EXTENTIONS	1.00	LS	\$ 1,798.84	\$ 1,798.84
128	FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT	179.88	SY	\$ 170.00	\$ 30,579.60
					\$ 37,413.76

DECREASED PLAN ITEMS

<u>Ref.</u> <u>No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
2	PAVEMENT REMOVED	(3,456.00)	SQ.YD	\$ 3.20	\$ (11,059.40)
3	WALK REMOVED	(1,858.97)	SQ.FT	\$ 1.00	\$ (1,858.97)
4	PIPE REMOVED	(1,005.00)	LINE	\$ 3.00	\$ (3,015.00)
5	GUARDRAIL REMOVED, AS PER PLAN	(125.00)	LINE	\$ 5.00	\$ (625.00)
6	MANHOLE REMOVED	(10.00)	EACH	\$ 435.00	\$ (4,350.00)
7	CATCH BASIN REMOVED	(7.00)	EACH	\$ 385.00	\$ (2,695.00)
8	REMOVAL MISC. LARGE ROCK	(31.00)	EACH	\$ 100.00	\$ (3,100.00)
10	REMOVAL MISC.; RAILROAD TIE	(105.00)	LINE	\$ 3.00	\$ (315.00)
11	ABANDON MISC.; TEST TEE	(1.00)	EACH	\$ 250.00	\$ (250.00)
12	PIPE CLEANOUT	(100.00)	LINE	\$ 1.00	\$ (100.00)
13	EXCAVATION	(582.23)	CU.Y	\$ 20.00	\$ (11,644.60)
15	EXCAVATION OF SUBGRADE	(50.00)	CU.Y	\$ 20.00	\$ (1,000.00)
16	EMBANKMENT, AS PER PLAN	(102.00)	CU.Y	\$ 40.00	\$ (4,080.00)
17	GRANULAR EMBANKMENT, AS PER PLAN	(27.00)	CU.Y	\$ 10.00	\$ (270.00)
18	GEOTEXTILE FABRIC	(41.73)	SQ.Y	\$ 0.60	\$ (25.07)
19	CUYAHOGA COUNTY CENTERLINE MONUMENT BOX ASSEMBLY	(1.00)	EACH	\$ 500.00	\$ (500.00)
20	CUYAHOGA COUNTY CENTERLINE MONUMENT BOX	(1.00)	EACH	\$ 500.00	\$ (500.00)
21	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN	(1.00)	EACH	\$ 500.00	\$ (500.00)
22	MONUMENT REFFRENCING	(6.00)	EACH	\$ 100.00	\$ (600.00)
23	RIGHT-OF-WAY MONUMENT	(5.00)	EACH	\$ 500.00	\$ (2,500.00)
24	GUARDRAIL, TYPE 5	(100.00)	LINE	\$ 25.00	\$ (2,500.00)
25	ANCHOR ASSEMBLY TYPE B	(1.00)	EACH	\$ 1,700.00	\$ (1,700.00)
26	4" CONCRETE WALK, AS PER PLAN	(2,842.93)	SQ.F	\$ 5.00	\$ (14,214.65)
30	MAILBOX SUPPORT SYSTEM, SINGLE	(45.00)	EACH	\$ 130.00	\$ (5,850.00)
31	MAILBOX SUPORT SYSTEM, DOUBLE	(5.00)	EACH	\$ 140.00	\$ (700.00)
32	MISC.; MAILBOX	(5.00)	EACH	\$ 40.00	\$ (200.00)
33	SOIL ANALYSIS	(2.00)	EACH	\$ 25.00	\$ (50.00)
34	TOPSOIL	(318.00)	CU.Y	\$ 29.00	\$ (9,222.00)
35	SEEDING AND MULCHING, AS PER PLAN	(2,343.97)	SQ.Y	\$ 0.95	\$ (2,226.77)
36	COMMERCIAL FERTILIZER	(0.55)	TON	\$ 500.00	\$ (275.00)
37	LIME	(0.84)	ACRE	\$ 30.00	\$ (25.20)
38	WATER	(22.00)	MGAL	\$ 45.00	\$ (990.00)
39	EROSION CONTROL	(15,439.85)	EACH	\$ 1.00	\$ (15,439.85)
40	6" CONDUIT, TYPE C, AS PER PLAN	(94.00)	LINE	\$ 20.00	\$ (1,880.00)
41	12" CONDUIT, TYPE B, AS PER PLAN	(91.00)	LINE	\$ 50.00	\$ (4,550.00)
42	12" CONDUIT, TYPE C, AS PER PLAN	(55.00)	LINE	\$ 50.00	\$ (2,750.00)
43	8" CONDUIT, TYPE D, AS PER PLAN	(25.00)	LINE	\$ 25.00	\$ (625.00)
44	10" CONDUIT, TYPE D, AS PER PLAN	(400.00)	LINE	\$ 45.00	\$ (18,000.00)
45	12" CONDUIT, TYPE D, AS PER PLAN	(300.00)	LINE	\$ 50.00	\$ (15,000.00)
46	CATCH BASIN, NO. 6, AS PER PLAN	(1.00)	EACH	\$ 2,000.00	\$ (2,000.00)
48	CATCH BASIN, NO. 2-3, APP	(1.00)	EACH	\$ 2,800.00	\$ (2,800.00)
49	CATCH BASIN, NO. 2-3, WITH BICYCLE GRATE SEAT	(1.00)	EACH	\$ 3,000.00	\$ (3,000.00)
50	CATCH BASIN, MISC.; CATCH BASIN CLEAN OUT	(6.00)	EACH	\$ 1,000.00	\$ (6,000.00)
52	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	(9.00)	EACH	\$ 900.00	\$ (8,100.00)
53	INLET, SIDE DITCH, AS PER PLAN	(1.00)	EACH	\$ 1,000.00	\$ (1,000.00)
54	MANHOLE, NO. 3, AS PER PLAN	(11.00)	EACH	\$ 2,500.00	\$ (27,500.00)
55	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	(1.00)	EACH	\$ 480.00	\$ (480.00)
56	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	(16.00)	EACH	\$ 800.00	\$ (12,800.00)
57	DRAINAGE STRUCTURE, MISC.; TEST TEE ADJUSTED TO GRADE	(5.00)	EACH	\$ 100.00	\$ (500.00)
58	DRAINAGE STRUCTURE, MISC.; TEST RECONSTRUCTED TO GR	(5.00)	EACH	\$ 600.00	\$ (3,000.00)
59	DRAINAGE STRUCTURE, MISC.; TEST TEE	(1.00)	EACH	\$ 800.00	\$ (800.00)
60	MISCELLANEOUS METAL	(6,728.00)	LBS	\$ 1.00	\$ (6,728.00)
61	PAVEMENT REPAIR, AS PER PLAN	(385.79)	CU.Y	\$ 173.00	\$ (66,741.67)
63	PAVEMENT PLANING, PORTLAND CEMENT CONCRETE AS PER I	(132.87)	SQ.Y	\$ 10.00	\$ (1,328.70)

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>
64	PATCHING PLANED SURFACE	(1,000.00)	SQ.Y	\$ 9.00	\$ (9,000.00)
66	FULL DEPTH PAVEMENT SAWING	(35.00)	LIN.F	\$ 1.00	\$ (35.00)
67	BONDED PATCHING OF PORTLAND CEMENT CONCRETE PAVEM	(60.00)	SQ.F	\$ 20.00	\$ (1,200.00)
68	ASPHALT CONCRETE BASE, PG64-22, AS PER PLAN	(64.81)	SQ.F	\$ 130.00	\$ (8,425.30)
69	AGGREGATE BASE, AS PER PLAN	(125.95)	CU.Y	\$ 50.00	\$ (6,297.50)
70	PROMOTE COAT	(887.00)	GAL	\$ 5.00	\$ (4,335.00)
75	8" REINFORCED CONCRETE PAVEMENT USING M.S CONCRETE	(98.69)	SQ.Y	\$ 80.00	\$ (7,895.20)
80	CONCRETE PAVEMENT JOINT CLEANED AND FILLED	(50.00)	LIN.F	\$ 20.00	\$ (1,000.00)
81	CONCRETE PAVEMENT CRACK CLEANED AND FILLED	(50.00)	LIN.F	\$ 20.00	\$ (1,000.00)
82	HYBRID GEOSYNTHETIC PAVING MAT	(1,885.00)	SQ.Y	\$ 3.10	\$ (6,153.50)
84	VALVE BOX ADJUSTED TO GRADE	(7.00)	EACH	\$ 200.00	\$ (1,400.00)
85	SERVICE BOX ADJUSTED TO GRADE	(9.00)	EACH	\$ 100.00	\$ (900.00)
96	TRANSVERSE/DIAGONAL LINE	(44.00)	LIN.F	\$ 5.50	\$ (242.00)
100	TRAFFIC COMPACTED SURFACE, TYPE A OR B, AS PER PLAN	(150.00)	CU.Y	\$ 10.00	\$ (1,500.00)
101	2" ASPHALT CONCRETE WALK	(640.00)	SQ.F	\$ 1.00	\$ (640.00)
103	REPLACEMENT SIGN	(5.00)	EACH	\$ 75.00	\$ (375.00)
104	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	(141.01)	CU.Y	\$ 200.00	\$ (28,202.00)
105	MAINTAINING TRAFFIC, MISC; MAINTAINING EXIST'NG SIGNALS	(1.00)	EACH	\$ 3,500.00	\$ (3,500.00)
106	PORTABLE CHANGEABLE MESSAGE SIGN	(54.00)	DAYS	\$ 30.00	\$ (1,620.00)
108	WORK ZONE EDGE LINE, CLASS 1, 642 PAINT	(5.58)	MILE	\$ 600.00	\$ (3,348.00)
109	WORK ZONE EDGE LINE, CLASS 1, 740.06 TYPE1	(0.25)	MILE	\$ 6,300.00	\$ (1,575.00)
110	WORK ZONE CHANNELIZING LINE, CLASS 1, 642 PAINT	(429.00)	LIN.F	\$ 0.75	\$ (321.75)
111	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS 1, 642 PAINT	(118.00)	LIN.F	\$ 1.00	\$ (118.00)
112	WORK ZONE STOP LINE, CLASS 1, 642 PAINT	(458.00)	LIN.F	\$ 2.50	\$ (1,145.00)
113	WORK ZONE CROSSWALK LINE, CLASS 1, 642 PAINT	(1,998.00)	LIN.F	\$ 1.25	\$ (2,497.50)
114	WORK ZONE ARROW, CLASS 1, 642 PAINT	(40.00)	EACH	\$ 50.00	\$ (2,000.00)
115	WORK ZONE WORD ON PAVEMENT, 72", CLASS 1, 642 PAINT	(4.00)	EACH	\$ 50.00	\$ (200.00)
116	WORK ZONE PAVEMENT MARKING, MISC.; BIKE LANE SYMBAL	(8.00)	EACH	\$ 75.00	\$ (600.00)
118	WATER	(60.00)	MGAL	\$ 10.00	\$ (600.00)
119	CALCIUM CHLORIDE	(6.00)	TON	\$ 10.00	\$ (60.00)
					\$ (383,950.72)

NEW PLAN ITEMS:	\$	37,413.76
DECREASED PLAN ITEMS:	\$	(383,950.72)
INCREASED PLAN ITEMS:	\$	84,212.92
GRAND TOTAL:	\$	(262,324.04)

Therefore, the final contract amount can be decreased by (\$262,324.04).

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 4th day of December, 2013

Chagrin Valley Paving, Inc.

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By:

Edward FitzGerald, County Executive

2014-02-25 15:30:59

[Signature]
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.

Merchants Bonding Company (Mutual)
2100 Fleur Drive, Des Moines, IA 50321

[Signature]
R. Scott Lipak Attorney-in-Fact

MERCHANTS
BONDING COMPANY,
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

R. Scott Luptak, Kevin S. Keller, Sharon Buckman, Mary Ann Kipp,

of State and State of Ohio their true and lawful Attorney-in-Fact, with full power and authority hereby conferred to their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surely any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

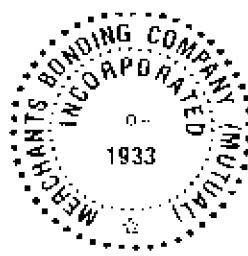
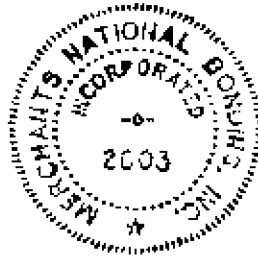
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011:

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss

On this 2nd day of March, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of March, 2012.



William Warner Jr.
Secretary