

AMENDED AGREEMENT NO 8 CONTRACT NO. CE0800032-01

THIS AGREEMENT made this            day of           , 20          , by and between

the County of Cuyahoga, Ohio on behalf of the Cuyahoga County Engineer's Office the County and

Anthony Allega Cement Contractor, Inc., an Ohio corporation with offices located at 5585 Canal Road, Valley View, Ohio 44125.

Contractor

WITNESSETH that whereas in the performance of Contract No CE0800032-01 between the above named

parties, calling for the Grading, Draining and Paving of Eastland Road from Bagley Road to State Route 237 including grade separation at  
Conrail Railroad and the Replacement of Eastland Road Bridge No. 27 over Lake Abrams Ditch in the Cities of Berea,  
Brook Park and Middleburg 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 actual field measurements and calculations and new items required to complete construction per plan*

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. No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
4	PAVEMENT REMOVED	1 000 00	SM	\$ 7 00	\$ 7,000 00	1
28	EMBANKMENT, APP	400 00	CM	\$ 8 00	\$ 3,200 00	1
156	ASPHALT CONCRETE BASE PG64-22 AS PER PLAN	70 00	CM	\$ 232 00	\$ 16 240 00	1
164	RAIL ITEM, MISC.: BALLAST	150 00	CM	\$ 33 00	\$ 4,950 00	1
209	WATER, MISC : RETAP & RECONNECT 200 MM FIRE SERVICE CONNECTION	2 000	EACH	\$ 4,000 00	\$ 8,000 00	1
213	200 MM WATER MAIN DUCTILE IRON PIPE WITH PUSH-ON JOINTS AND RETAINED MECHANICAL JOINT FITTINGS, ANSI CLASS 52	15 100	M	\$ 140 00	\$ 2 114 00	1
229	200 MM FIRE PROTECTION VAULT	1 00	EACH	\$ 8,000 00	\$ 8 000 00	1
230	EXTEND 200 MM FIRE PROTECTION CONNECTION, COMPLETE	1 00	EACH	\$ 4 600 00	\$ 4 600 00	1
269	DETECTOR LOOP, AS PER PLAN	1 00	EACH	\$ 1,200 00	\$ 1,200 00	1
386	EXPLORATION/EXCAVATION AS DIRECTED	1 00	LUMP	\$ 20 840 17	\$ 20,840 17	6
386	EXPLORATION/EXCAVATION, AS DIRECTED	1 00	LUMP	\$ 52,651 25	\$ 52 651 25	7
387	GENERAL UNFORESEEN FIELD CONDITIONS	1 00	LUMP	\$ 20 000 00	\$ 20,000 00	1
					\$ 148 795 42	

#### NEW PLAN ITEMS

<u>Ref. No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
437	EXTENSION OF HOLLAND ROAD	1 000	LUMP	\$ 10 917 71	\$ 10 917 71	6

#### DECREASED PLAN ITEMS

<u>Ref. No.</u>	<u>Descriptions</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>	
44	BRIDGE TERMINAL ASSEMBLY, TYPE 4	(4 00)	EACH	\$ 820 00	\$ (3,280 00)	1
53	WORK INVOLVING NO-REGULATED MATERIALS	(330 110)	MT	\$ 30 05	\$ (9,919 81)	1
54	WORK INVOLVING NON-REGULATED MATERIALS	(50 000)	MT	\$ 226 30	\$ (11 315 00)	1
55	WORK INVOLVING SOLID WASTE	(50 000)	MT	\$ 500 15	\$ (25,007 50)	1
57	MISC : WORK INVOLVING CONTAMINATED LIQUIDS	(4 477 500)	L	\$ 2 60	\$ (11,641 50)	1
86	MOWING	(4,829,000)	SM	\$ 0 05	\$ (241 45)	1
143	DRAINAGE STRUCTURE, MISC.: TEST TEE AS PER PLAN	(50 00)	EACH	\$ 200 00	\$ (10,000 00)	1
167	TRAFFIC COMPACTED SURFACE TYPE C, AS PER PLAN	(5 000 00)	CM	\$ 10 45	\$ (52,250 00)	1
388	UTILITY CONFLICTS	(1 00)	LS	\$ 23,000 00	\$ (23,000 00)	9
389	PLAN ERROR/OMISSION	(1 00)	LS	\$ 50,000 00	\$ (50 000 00)	1
					\$ (196,855 26)	

TOTAL DECREASE @ PROJECT COST: \$(173,655.26) 1  
TOTAL DECREASED ITEMS CITY OF BROOK PARK (80%/20% 100% LOCAL): \$ (23,000.00) 9  
  
TOTAL NEW ITEM CITY OF BROOK PARK (80%/20% FEDERAL ELIGIBLE): \$ 10,917.71 6  
  
TOTAL DECREASE @ PROJECT COST: \$ 75,304.00 1  
TOTAL INCREASED ITEMS CITY OF BROOK PARK (80%/20% FEDERAL ELIGIBLE): \$ 20,840.17 6  
TOTAL INCREASED ITEMS CITY OF MIDDLEBURG HTS (80%/20% FEDERAL ELIGIBLE): \$ 52,651.25 7  
  
GRAND TOTAL: \$ (36,942.13)

Therefore, the contract amount can be decreased by (\$36,942.13).

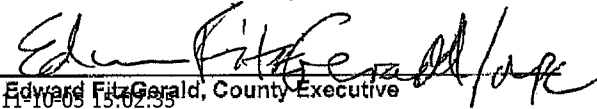
it is now therefore agreed that the work shall be done by the Contractor at prices named above, and that the County shall pay for the work when completed to its satisfaction at the said prices on estimates in the same manner as for the items in the original contract

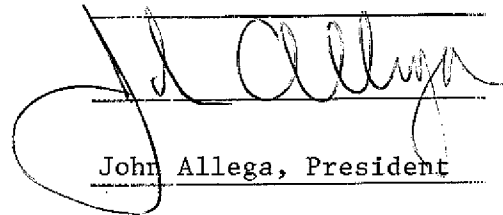
By entering into this amendment I agree on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be excepted by electronic means, 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

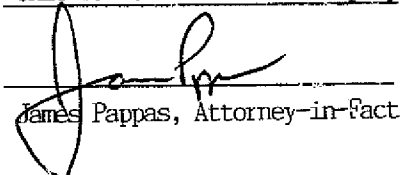
  
By Edward FitzGerald, County Executive  
2011-10-05 15:02:35

  
John Allega, President

Anthony Allega Cement Contractor, Inc.  
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

  
James Pappas, Attorney-in-Fact

General  
Power  
of Attorney

POWER NO. 0000215 01

**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  
**JAMES PAPPAS**

of CLEVELAND 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 to include waivers to the conditions of contracts and consents of surety** 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 13th day of JANUARY A.D., 2003

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 13th day of JANUARY A.D., 2003, 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 day of A.D.,



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary