

AMENDED AGREEMENT NO. 1 Final CONTRACT NO. CE1000315-01

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

Perk Company, Inc. an Ohio Corporation located at 8100 Grand Avenue, Suite 300, Cleveland, OH 44104;

Contractor

WITNESSETH, that whereas in the performance of Contract No. CE1000315-01 between the above named

parties, calling for the Repair and resurfacing of West 130th Street from Snow Road to Brookpark Road

In the Cities of Brook Park and Parma 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 following quantity adjustments are the result of final field measurements and calculations**

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>
1	PAVEMENT REMOVED	15 117	SY	\$ 15 00	\$ 226 76
2	WEARING COURSE REMOVED	491 12	SY	\$ 3 41	\$ 1 674 72
35	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	18.00	EACH	\$ 550 00	\$ 9 900 00
49	TACK COAT	1,083 364	GAL	\$ 1 75	\$ 1,895 89
52	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, AS PER PLAN	14 048	SY	\$ 60 00	\$ 842 88
56	8" CONCRETE TRAFFIC ISLAND, AS PER PLAN	9.73	SY	\$ 73 50	\$ 715 16
61	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 FIBER A, AS PER PLAN	84 599	CY	\$ 162 00	\$ 13,705 04
67	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	13 00	EACH	\$ 45 00	\$ 585 00
68	SIGN, FLAT SHEET	32 00	SF	\$ 12 00	\$ 384 00
69	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	11 00	EACH	\$ 10 00	\$ 110 00
70	REMOVAL OF GROUND MOUNTED POST SUPPORT AND	6 00	EACH	\$ 20 00	\$ 120 00
71	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL	12.00	EACH	\$ 15 00	\$ 180 00
73	LANE LINE, TYPE 1	0 210	MILE	\$ 400 00	\$ 84 00
74	CENTER LINE, TYPE 1	0 440	MILE	\$ 800 00	\$ 352 00
75	CHANNELIZING LINE, TYPE 1	12 000	FT	\$ 0 75	\$ 9 00
76	TRANSVERSE/DIAGONAL LINE, TYPE 1	89.500	FT	\$ 2 00	\$ 179 00
84	LAW ENFORCEMENT OFFICER W/PATROL CAR	22 00	HOUR	\$ 55 00	\$ 1 210 00
91	WORK ZONE CENTER LINE, CLASS 1, 740.06, TYPE 1	0.01	MILE	\$ 7,000 00	\$ 70 00
93	WORK ZONE EDGE LINE CLASS 1, 740 08, TYPE 1	0 552	MILE	\$ 3,500 00	\$ 1,932 00
				\$	\$ 34 175 43

#### 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>
3	WALK REMOVED	(4,035.866)	SF	\$ 1 00	\$ (4,035 87)
5	PIPE REMOVED, 24" AND UNDER	(300 00)	FT	\$ 1 00	\$ (300 00)
7	MANHOLE REMOVED	(4 00)	EACH	\$ 10 00	\$ (40 00)
8	CATCH BASIN REMOVED	(4.00)	EACH	\$ 10 00	\$ (40 00)
9	EXCAVATION	(35 203)	CU YD	\$ 1 00	\$ (35 20)
10	SUBGRADE COMPACTION	(129.952)	SQ YD	\$ 0 10	\$ (13 00)
11	EMBANKMENT, AS PER PLAN	(221 42)	CU YD	\$ 1 00	\$ (221 42)
12	GRANULAR EMBANKMENT, AS PER PLAN	(150 00)	CU YD	\$ 15 00	\$ (2,250 00)
13	GEOTEXTILE FABRIC	(900.00)	SQ YD	\$ 0 35	\$ (315 00)
14	LINEAR GRADING, AS PER PLAN	(39.672)	SQ YD	\$ 1 00	\$ (39 67)
15	CUYAHOGA COUNTY CENTERLINE MONUMENT BOX ASSEMBLY,	(3 00)	EACH	\$ 450 00	\$ (1,350 00)
16	CUYAHOGA COUNTY MONUMENT BOX	(2 00)	EACH	\$ 450 00	\$ (900 00)
17	MONUMENT BOX ADJUSTED TO GRADE AS PER PLAN	(5 00)	EACH	\$ 350 00	\$ (1,750 00)
18	MONUMENT REFERENCING	(13 00)	EACH	\$ 125 00	\$ (1,625 00)
19	RIGHT OF WAY MONUMENT	(4.00)	EACH	\$ 450 00	\$ (1 800 00)
20	4" CONCRETE WALK, AS PER PLAN	(4 193.866)	SQ FT	\$ 3 00	\$ (12,581 50)
21	CURB RAMP, TYPE A1, AS PER PLAN	(5 00)	EACH	\$ 125 00	\$ (625 00)
22	SOIL ANALYSIS TEST	(2 00)	EACH	\$ 50 00	\$ (100 00)
23	TOPSOIL	(35 00)	CU YD	\$ 25 00	\$ (875 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>
24	SEEDING AND MULCHING, AS PER PLAN	(39 672)	SQ YD	\$ 0 75	\$ (29 75)
25	COMMERCIAL FERTILIZER	(0.150)	TON	\$ 450 00	\$ (67 50)
26	LIME	(0 20)	ACRE	\$ 150 00	\$ (30 00)
27	WATER	(6 00)	M GAL	\$ 10 00	\$ (60 00)
28	EROSION CONTROL	(17,000.00)	EACH	\$ 1 00	\$ (17,000 00)
29	8" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS, AS PER PLAN	(100.000)	FT	\$ 9 50	\$ (950 00)
30	12" CONDUIT, TYPE B, 706 02, AS PER PLAN	(100.00)	FT	\$ 35 00	\$ (3,500 00)
31	12" CONDUIT TYPE C 706 02, AS PER PLAN	(100 00)	FT	\$ 25 00	\$ (2,500 00)
32	15" CONDUIT, TYPE B, 706 02, AS PER PLAN	(100 00)	FT	\$ 40 00	\$ (4,000 00)
33	15" CONDUIT, TYPE C, 706 02, AS PER PLAN	(100 00)	FT	\$ 30 00	\$ (3,000 00)
34	CATCH BASIN, CUYAHOGA COUNTY NO. 3C, AS PER PLAN	(4 00)	EACH	\$ 900 00	\$ (3 600 00)
36	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	(21 00)	EACH	\$ 551 00	\$ (11,571 00)
37	MANHOLE, NO. 1, AS PER PLAN	(4 00)	EACH	\$ 900 00	\$ (3,600 00)
38	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	(4 00)	EACH	\$ 550 00	\$ (2,200 00)
39	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	(4 00)	EACH	\$ 551 00	\$ (2,204 00)
40	MISCELLANEOUS METAL	(28,597 00)	LBS	\$ 0 75	\$ (21,447 75)
41	6" BASE PIPE UNDERDRAIN, WITH FABRIC WRAP, 706 06(ES), AS PER PLAN	(480 00)	FT	\$ 9 50	\$ (4,560 00)
42	PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN	(1,025.258)	SQ YD	\$ 5 50	\$ (5,638 92)
43	PAVEMENT PLANING, AS PER PLAN	(1,600.00)	SQ YD	\$ 2 00	\$ (3,200 00)
44	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS MS, AS PER PLAN	(799 432)	SQ YD	\$ 37 50	\$ (29,978 70)
45	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS FS, AS PER PLAN	(400 00)	SQ YD	\$ 38 50	\$ (15,400 00)
46	FULL DEPTH PAVEMENT SAWING	(14 914 00)	FT	\$ 0 10	\$ (1,491 40)
47	ASPHALT CONCRETE BASE, PG64-22 (DRIVEWAYS), AS PER PLAN	(18 00)	CU YD	\$ 175 00	\$ (2,800 00)
48	AGGREGATE BASE, AS PER PLAN	(608 219)	EACH	\$ 20 00	\$ (12,164 38)
50	TACK COAT, AS PER PLAN	(302 048)	GAL	\$ 3 00	\$ (906 14)
51	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (DRIVEWAYS), AS PER PLAN	(6 259)	CY	\$ 200 00	\$ (1,251 80)
54	CURB, TYPE 2-B, USING CLASS MS CONCRETE, AS PER PLAN	(1,037 16)	FT	\$ 3 50	\$ (3,630 06)
55	COMBINATION CURB AND GUTTER, TYPE 3, USING CLASS MS CONCRETE, AS PER PLAN	(80 51)	FT	\$ 30 55	\$ (2,459 58)
57	CONCRETE PAVEMENT JOINT CLEANED AND FILLED	(19,927 40)	FT	\$ 0 60	\$ (9,963 70)
58	CONCRETE PAVEMENT CRACK CLEANED AND FILLED	(7,280 85)	FT	\$ 0 50	\$ (3,640 33)
59	REINFORCED PAVEMENT FABRIC	(119 44)	SY	\$ 4 29	\$ (512 40)
60	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 FIBER A, AS PER PLAN	(30 17)	CY	\$ 178 00	\$ (5,370 62)
63	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	(12 00)	EACH	\$ 450 00	\$ (5 400 00)
64	SERVICE BOX ADJUSTED TO GRADE, AS PER PLAN	(9 00)	EACH	\$ 125 00	\$ (1 125 00)
66	GROUND MOUNTED SUPPORT, NO 3 POST	(1 00)	FT	\$ 5 20	\$ (5 20)
72	DETECTOR LOOP, AS PER PLAN	(1 00)	EACH	\$ 650 00	\$ (650 00)
77	STOP LINE, TYPE A3, AS PER PLAN	(54 00)	FT	\$ 15 00	\$ (810 00)
78	CROSSWALK LINE, TYPE A3, AS PER PLAN	(1,092 00)	FT	\$ 7 00	\$ (7,644 00)
80	LANE ARROW, TYPE A3, AS PER PLAN	(16 00)	EACH	\$ 225 00	\$ (3,600 00)
81	WORD ON PAVEMENT, 72" TYPE A3, APP	(2 00)	EACH	\$ 350 00	\$ (700 00)
82	TRAFFIC COMPACTED SURFACE TYPE A OR B, AS PER PLAN	(200 00)	CU YD	\$ 20 00	\$ (4 000 00)
83	2" ASPHALT CONCRETE WALK	(200 00)	SQ FT	\$ 0 10	\$ (20 00)
85	REPLACEMENT SIGN	(10.00)	EACH	\$ 100 00	\$ (1,000 00)
86	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	(28 615)	CU YD	\$ 450 00	\$ (12,876 75)
87	MAINTAINING TRAFFIC, MISC: MAINTAINING EXISTING TRAFFIC SIGNALS	(4 00)	EACH	\$ 250 00	\$ (1,000 00)
88	PORTABLE CHANGEABLE MESSAGE SIGN	(1 00)	MOS	\$ 600 00	\$ (600 00)
89	WORK ZONE LANE LINE, CLASS 1, 642 PAINT	(3.62)	MILE	\$ 400 00	\$ (1,448 00)
90	WORK ZONE CENTER LINE, CLASS 1, 642 PAINT	(2 770)	MILE	\$ 1,200 00	\$ (3,324 00)
92	WORK ZONE EDGE LINE, CLASS 1, 642 PAINT	(0.320)	MILE	\$ 600 00	\$ (192 00)
94	WORK ZONE CHANNELIZING LINE, CLASS 1, 642 PAINT	(1,890 00)	FT	\$ 0 50	\$ (945 00)
95	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS 1 642 PAINT	(1,046 00)	FT	\$ 0 75	\$ (784 50)
96	WORK ZONE STOP LINE, CLASS 1, 642 PAINT	(391 34)	FT	\$ 2 00	\$ (782 68)
97	WORK ZONE STOP LINE, CLASS 1, 740.06, TYPE 1	(63 00)	FT	\$ 3 00	\$ (189 00)
98	WORK ZONE CROSSWALK LINE, CLASS 1 642 PAINT	(592 00)	FT	\$ 1 00	\$ (592 00)
99	WORK ZONE LANE ARROW, CLASS 1, 642 PAINT	(39 00)	EACH	\$ 40 00	\$ (1,560 00)
100	WORK ZONE LANE ARROW CLASS 1, 740.06, TYPE 1	(3 00)	EACH	\$ 125 00	\$ (375 00)
101	WORK ZONE WORD ON PAVEMENT, 72", CLASS 1, 642 PAINT	(10 00)	EACH	\$ 40 00	\$ (400 00)
102	WORK ZONE RAILROAD SYMBOL MARKING, CLASS 1. 642 PAINT	(5 00)	EACH	\$ 250 00	\$ (1,250 00)
103	ROADS FOR MAINTAINING TRAFFIC, AS PER PLAN	(1 00)	LUMP	\$ 1 00	\$ (1 00)
104	WATER	(50 00)	M GAL	\$ 10 00	\$ (500 00)
105	CALCIUM CHLORIDE	(5 00)	TON	\$ 150 00	\$ (750 00)
107	FIELD OFFICE, TYPE B AS PER PLAN	(1 50)	TON	\$ 1 500 00	\$ (2,250 00)
				\$	\$ (262 398 91)

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>
112	CROSSWALK, 642 PAINT	1,070 000	FT	\$ 1 65	\$ 1,765 50
DECREASED PLAN ITEMS: \$(262,398 91)					
INCREASED PLAN ITEMS: \$ 34,175 43					
NEW PLAN ITEMS: \$ 1,765 50					
GRAND TOTAL: \$(226,457 98)					

Therefore, the final contract can be decreased by \$(226,457.98).

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

X   
By: Edward FitzGerald, County Executive



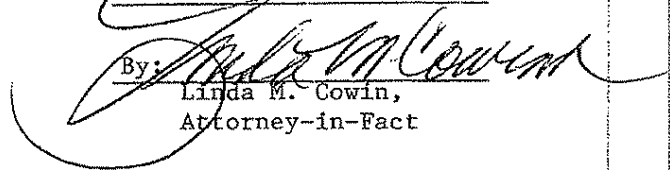
Anthony Cifani

Secretary/Treasurer

Perk Company, 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

Travelers Casualty  
and Surety Company of America

By:   
Linda M. Cowin,  
Attorney-in-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222224

Certificate No. 003723813

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company Travelers Casualty and Surety Company and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make constitute and appoint

Linda M. Cowin, David W. Myer, Frank P. Middelberg, Kyp L. Ross, Melissa M. Lear, Bruce W. Lockhart, Kathy Van Tassel, Louis A. Colagrossi, Robert W. Lampus, Robert R. Eirons, Sandy Kruger, Lori A. Proch, and Maggie Loeser

of the City of Rocky River, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of March, 2010

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss

By: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 16th day of March, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal  
My Commission expires the 30th day of June, 2011



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of January, 20 11.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.