

**AMENDED AGREEMENT NO.**

## 2 Final

**CONTRACT NO.**

CE1000316-01

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Cuyahoga, Ohio  
and Vandra Brothers Construction, Inc., an Ohio Corporation, with principal offices located at 24829 Broadway, Oakwood, Ohio 44146.

WITNESSETH, that whereas in the performance of Contract No. CE1000318-01 between the above named parties, calling for the Improvement of Pleasant Valley Road from Broadview Road to Brecksville Road in the Cities of Independence and Seven Hills,

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 changes.*

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, to-wit:

#### **NEW PLAN ITEMS**

NEW PLANT ITEMS						
Ref. No.	Descriptions	Qty.	Unit	Unit Price	Total	
132	EXTRA: Concrete work @ HN@ 4415	1.00	LS	\$ 5,117.74	\$ 5,117.74	
133	ASPHALT PRICE ADJUSTMENT	1.00	LS	\$ (1,732.71)	\$ (1,732.71)	
134	DECREASED ITEM ADJUSTMENTS AS PER 104.02	1.00	LS	\$ 5,841.76	\$ 5,841.76	
				\$	\$ 9,226.79	

#### **INCREASED PLAN ITEMS**

Ref.	No.	Descriptions	Qty.	Unit	Unit Price	Total
1	PAVEMENT REMOVED		120.33	SQ YD	\$ 10.00	\$ 1,203.30
2	WEARING COURSE REMOVED		383.66	SQ YD	\$ 2.00	\$ 727.32
3	WALK REMOVED		120.82	SQ FT	\$ 0.75	\$ 90.61
3	WALK REMOVED		2296.81	SQ FT	\$ 0.75	\$ 1,722.61
8	EXCAVATION		67.14	CU YD	\$ 18.00	\$ 1,208.52
9	SUBGRADE COMPACTION		294.68	SQ YD	\$ 1.00	\$ 294.68
13	LINEAR GRADING, AS PER PLAN		833.78	SQ YD	\$ 2.00	\$ 1,667.56
16	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN		1.00	EACH	\$ 425.00	\$ 425.00
19	4" CONCRETE WALK, AS PER PLAN		186.82	SQ FT	\$ 4.00	\$ 747.28
19	4" CONCRETE WALK, AS PER PLAN		2296.81	SQ FT	\$ 4.00	\$ 9,187.24
20	CURB RAMP, TYPE A1, AS PER PLAN		5.00	EACH	\$ 500.00	\$ 2,500.00
27	TOPSOIL		45.83	CU YD	\$ 30.00	\$ 1,374.90
28	SEEDING AND MULCHING, AS PER PLAN		833.78	SQ YD	\$ 1.25	\$ 1,042.23
29	COMMERCIAL FERTILIZER		0.0100	TON	\$ 600.00	\$ 6.00
39	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN		11.00	EACH	\$ 425.00	\$ 4,675.00
42	MANHOLE ADJUSTED TO GRADE, AS PER PLAN		8.00	EACH	\$ 400.00	\$ 3,200.00
46	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN		21.00	EACH	\$ 425.00	\$ 8,925.00
47	SERVICE BOX ADJUSTED TO GRADE, AS PER PLAN		13.00	EACH	\$ 100.00	\$ 1,300.00
51	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, C		1295.41	SQ YD	\$ 70.00	\$ 90,678.70
52	FULL DEPTH PAVEMENT SAWING		1830.41	FT	\$ 2.00	\$ 3,660.82
54	AGGREGATE BASE, AS PER PLAN		48.74	CU YD	\$ 38.00	\$ 1,852.12
55	TACK COAT		401.69	GALLO	\$ 1.50	\$ 602.54
62	6" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONC		294.68	SQ YD	\$ 48.00	\$ 14,144.64
63	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONC		38.68	SQ YD	\$ 58.00	\$ 2,243.44
65	CURB, TYPE 2-B, USING CLASS MS CONCRETE, AS PER PLAN		1198.80	FT	\$ 10.00	\$ 11,988.00
73	SIGN, FLAT SHEET, TYPE G		15.98	SQ FT	\$ 11.00	\$ 175.78
77	REMOVAL OF GROUND MOUNTED SIGN AND STORAGE		24.00	EACH	\$ 15.00	\$ 360.00
78	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOS.		3.00	EACH	\$ 20.00	\$ 60.00
80	DETECTOR LOOP, AS PER PLAN		1.00	EACH	\$ 650.00	\$ 650.00
82	LANE LINE, TYPE 1		2.74	MILE	\$ 400.00	\$ 1,096.00
83	CENTER LINE, TYPE 1		3.65	MILE	\$ 750.00	\$ 2,737.50
88	STOP LINE, TYPE A3		124.00	FT	\$ 15.00	\$ 1,860.00
90	TRANSVERSE/DIAGONAL LINE, TYPE A3		14.00	FT	\$ 18.00	\$ 252.00
93	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTA		21.00	HOUR	\$ 40.00	\$ 840.00
96	MAINTAINING TRAFFIC, MISC.: MAINTAINING EXISTING TRAFFIC		2.00	EACH	\$ 150.00	\$ 300.00
101	WORK ZONE CENTER LINE, CLASS I, 642 PAINT		1.22	MILE	\$ 200.00	\$ 244.00
135	FUEL PRICE ADJUSTMENT		1.00	LUMP	\$ 11,127.30	\$ 11,127.30
					\$	185,168.08

**INCREASED PLAN ITEMS CONTINUED**

<b><u>Descriptions</u></b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
104 WORK ZONE EDGE LINE, CLASS I, 642 PAINT	\$ 3.12	MILE	\$ 600.00	\$ 1,872.00
106 WORK ZONE CHANNELIZING LINE, CLASS I, 642 PAINT	\$ 1,060.00	FT	\$ 0.60	\$ 636.00
109 WORK ZONE STOP LINE, CLASS I, 642 PAINT	\$ 340.00	FT	\$ 2.00	\$ 680.00
111 WORK ZONE LANE ARROW, CLASS I, 642 PAINT	\$ 48.00	EACH	\$ 55.00	\$ 2,640.00
116 REMOVAL OF PAVEMENT MARKING	\$ 7,149.00	FT	\$ 0.50	\$ 3,574.50
120 FIELD OFFICE, TYPE B, AS PER PLAN	\$ 4.00	MONTH	\$ 1,400.00	\$ 5,600.00
126 TEMPORARY MAILBOX SYSTEM	\$ 3,881.71	LUMP	\$ 1.00	\$ 3,881.71
130 CROSSWALK LINE, TYPE 1	\$ 237.98	FT	\$ 2.54	\$ 604.47
				\$ 204,666.76

**DECREASED/NON-PERFORMED PLAN ITEMS**

<b><u>Ref.</u></b>	<b><u>No.</u></b>	<b><u>Descriptions</u></b>	<b><u>Qty.</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
1	PAVEMENT REMOVED		(21.37)	SQ YD	\$ 10.00	\$ (213.70)
4	PIPE REMOVED, 24" AND UNDER		(200.00)	FT	\$ 10.00	\$ (2,000.00)
5	MANHOLE REMOVED		(2.00)	EACH	\$ 200.00	\$ (400.00)
6	CATCH BASIN REMOVED		(7.00)	EACH	\$ 300.00	\$ (2,100.00)
7	REMOVAL, MISC: BRICK PAVERS REMOVED AND RESET		(286.00)	SQ FT	\$ 6.00	\$ (1,716.00)
8	EXCAVATION		(15.70)	CU YD	\$ 18.00	\$ (282.60)
9	SUBGRADE COMPACTION		(90.41)	SQ YD	\$ 1.00	\$ (90.41)
10	EMBANKMENT, AS PER PLAN		(218.00)	CU YD	\$ 8.00	\$ (1,744.00)
11	GRANULAR EMBANKMENT, AS PER PLAN		(200.00)	CU YD	\$ 15.00	\$ (3,000.00)
12	GEOTEXTILE FABRIC		(826.00)	SQ YD	\$ 0.50	\$ (412.50)
14	CUYAHOGA COUNTY CENTERLINE MONUMENT BOX ASSEMBLY,		(3.00)	EACH	\$ 500.00	\$ (1,500.00)
15	CUYAHOGA COUNTY MONUMENT BOX		(2.00)	EACH	\$ 500.00	\$ (1,000.00)
17	MONUMENT REFERENCING		(15.00)	EACH	\$ 50.00	\$ (750.00)
18	RIGHT OF WAY MONUMENT		(12.00)	EACH	\$ 100.00	\$ (1,200.00)
26	SOIL ANALYSIS TEST		(2.00)	EACH	\$ 30.00	\$ (60.00)
30	LIME		(0.36)	ACRE	\$ 50.00	\$ (17.50)
31	WATER		(14.00)	M GAL	\$ 1.00	\$ (14.00)
32	EROSION CONTROL		(9,000.00)	EACH	\$ 1.00	\$ (9,000.00)
33	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS, AS PER PLAN		(122.50)	FT	\$ 7.00	\$ (857.50)
34	8" CONDUIT, TYPE B, 706.08(ES), AS PER PLAN		(25.00)	FT	\$ 17.00	\$ (425.00)
35	8" CONDUIT, TYPE C, 706.08 (ES), AS PER PLAN		(25.00)	FT	\$ 15.00	\$ (375.00)
36	12" CONDUIT, TYPE B, 706.02, AS PER PLAN		(125.00)	FT	\$ 30.00	\$ (3,750.00)
37	12" CONDUIT, TYPE C, 706.01 (CLASS 3), 706.02, OR 706.08 (ES), /		(25.00)	FT	\$ 25.00	\$ (625.00)
38	CATCH BASIN, CUYAHOGA COUNTY NO. 3C, AS PER PLAN	\$ (7.00)	EACH	\$ 1,000.00	\$ (7,000.00)	
40	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	\$ (13.00)	EACH	\$ 675.00	\$ (8,775.00)	
41	MANHOLE, NO.3, AS PER PLAN	\$ (2.00)	EACH	\$ 1,500.00	\$ (3,000.00)	
43	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	\$ (5.00)	EACH	\$ 600.00	\$ (3,000.00)	
44	MISCELLANEOUS METAL	\$ (7,408.00)	POUNCE	\$ 0.60	\$ (4,444.80)	
45	6" BASE PIPE UNDERDRAINS, 706.08(ES), AS PER PLAN	\$ (1,322.20)	FT	\$ 4.00	\$ (5,288.80)	
48	PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN	\$ (1,177.88)	SQ YD	\$ 15.00	\$ (17,668.20)	
49	PAVEMENT PLANING, AS PER PLAN	\$ (3,118.42)	SQ YD	\$ 2.00	\$ (6,236.84)	
50	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, C	\$ (100.00)	SQ YD	\$ 73.00	\$ (7,300.00)	
53	ASPHALT CONCRETE BASE, PG64-22 (DRIVWAYS), AS PER PLA	\$ (5.00)	CU YD	\$ 300.00	\$ (1,500.00)	
54	AGGREGATE BASE, AS PER PLAN	\$ (27.53)	CU YD	\$ 38.00	\$ (1,046.14)	
56	TACK COAT, AS PER PLAN	\$ (1,495.51)	GALLO	\$ 2.75	\$ (4,112.65)	
57	PRIME COAT	\$ (48.00)	GALLO	\$ 3.50	\$ (168.00)	
58	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-28	\$ (6.00)	CU YD	\$ 300.00	\$ (1,800.00)	
59	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	\$ (20.81)	CU YD	\$ 100.00	\$ (2,081.00)	
60	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG70-22M, AS	\$ (164.20)	CU YD	\$ 180.00	\$ (26,272.00)	
61	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (DRI	\$ (6.91)	CU YD	\$ 220.00	\$ (1,520.20)	
62	6" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONC	\$ (5.70)	SQ YD	\$ 48.00	\$ (273.60)	
64	PRESSURE RELIEF JOINT, CUYAHOGA COUNTY, TYPE D	\$ (212.00)	FT	\$ 15.00	\$ (3,180.00)	

**DECREASED/NON-PERFORMED PLAN ITEMS CONTINUED**

Ref.	No.	Descriptions	Qty.	Unit	Unit Price	Total
66	66	CURB, TYPE 3-A, USING CLASS MS CONCRETE, AS PER PLAN	(70.00)	FT	\$ 9.00	\$ (630.00)
67	67	CONCRETE PAVEMENT JOINT CLEANED AND FILLED	(46,802.00)	FT	\$ 0.25	\$ (11,700.50)
68	68	CONCRETE PAVEMENT CRACK CLEANED AND FILLED	(16,456.00)	FT	\$ 0.25	\$ (4,114.00)
69	69	REINFORCED PAVEMENT FABRIC	(7,533.79)	SQ YD	\$ 4.10	\$ (30,688.54)
70	70	GROUND MOUNTED SUPPORT, NO. 3 POST	(79.50)	FT	\$ 5.00	\$ (397.50)
72	72	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	(25.00)	EACH	\$ 35.00	\$ (875.00)
76	76	SIGNS ERECTED, FLAT SHEET	(3.00)	SQ FT	\$ 5.00	\$ (15.00)
79	79	REMOVAL OF POLE MOUNTED SIGN AND STORAGE	(1.00)	EACH	\$ 8.00	\$ (8.00)
84	84	CHANNELIZING LINE, TYPE 1	(329.50)	FT	\$ 0.75	\$ (247.13)
86	86	LANE ARROW, TYPE 1	(1.00)	EACH	\$ 55.00	\$ (55.00)
87	87	WORD ON PAVEMENT, 72", TYPE 1	(2.00)	EACH	\$ 65.00	\$ (130.00)
89	89	CROSSWALK LINE, TYPE A3	(613.50)	FT	\$ 7.00	\$ (4,294.50)
91	91	TRAFFIC COMPACTED SURFACE, TYPE A OR B, AS PER PLAN	(168.00)	CU YD	\$ 10.00	\$ (1,666.00)
92	92	2" ASPHALT CONCRETE WALK	(1,000.00)	SQ FT	\$ 1.00	\$ (1,000.00)
94	94	REPLACEMENT SIGN	(20.00)	EACH	\$ 80.00	\$ (1,600.00)
95	95	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	(186.14)	CU YD	\$ 90.00	\$ (16,752.60)
97	97	PORTABLE CHANGEABLE MESSAGE SIGN	(3.00)	SIGN M	\$ 600.00	\$ (1,500.00)
98	98	WORK ZONE LANE LINE, CLASS I, 642 PAINT	(0.08)	MILE	\$ 600.00	\$ (30.00)
99	99	WORK ZONE LANE LINE, CLASS I, 740.06, TYPE 1	(0.16)	MILE	\$ 1,800.00	\$ (288.00)
100	100	WORK ZONE LANE LINE, CLASS II	(5.14)	MILE	\$ 500.00	\$ (2,570.00)
102	102	WORK ZONE CENTER LINE, CLASS I, 740.06, TYPE I	(2.07)	MILE	\$ 8,200.00	\$ (16,933.00)
103	103	WORK ZONE CENTER LINE, CLASS II	(6.14)	MILE	\$ 500.00	\$ (2,570.00)
105	105	WORK ZONE EDGE LINE, CLASS I, 740.06, TYPE I	(1.52)	MILE	\$ 3,960.00	\$ (6,019.20)
107	107	WORK ZONE CHANNELIZING LINE, CLASS I, 740.06, TYPE I	(711.00)	FT	\$ 1.50	\$ (1,066.50)
108	108	WORK ZONE DOTTED LINE, CLASS I, 740.06, TYPE I	(298.00)	FT	\$ 2.00	\$ (596.00)
110	110	WORK ZONE STOP LINE, CLASS I, 740.06, TYPE I	(198.00)	FT	\$ 3.00	\$ (594.00)
112	112	WORK ZONE LANE ARROW, CLASS I, 740.06, TYPE I	(10.00)	EACH	\$ 75.00	\$ (750.00)
114	114	WATER	(50.00)	M GAL	\$ 1.00	\$ (50.00)
115	115	CALCIUM CHLORIDE	(6.00)	TON	\$ 200.00	\$ (1,000.00)
117	117	REMOVAL OF PAVEMENT MARKING	(49.00)	SQ FT	\$ 1.00	\$ (49.00)
118	118	REMOVAL OF PAVEMENT MARKING	(21.00)	EACH	\$ 50.00	\$ (1,050.00)
125	125	MODIFIED PRESSURE RELIEF JOINT	(159.00)	LIN FT.	\$ 33.85	\$ (5,382.15)
129	129	STOP LINE, TYPE 1	(5.09)	LIN FT.	\$ 3.86	\$ (19.65)
					\$	\$ (251,041.70)

NEW PLAN ITEMS:	\$ 9,226.79
DECREASED PLAN ITEMS:	\$ (251,041.70)
INCREASED PLAN ITEMS:	\$ 204,656.76
GRAND TOTAL:	\$ (37,158.15)

Therefore, the contract amount can be decreased by (\$37,158.15).

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 competed 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  
Edward FitzGerald, County Executive  
2012-04-13 15:15:33

VANDRA Brothers  
James M. Malaropus  
Bruce Malaropus, 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.

Christopher C. Jones

Christopher C. Jones, Attorney in fact  
Western Surety Company

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kevin W. Birch, Jerry A. Montenaro, Cheryl A. Stamper, Christopher James, Individually**

of Columbus, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2011.

WESTERN SURETY COMPANY



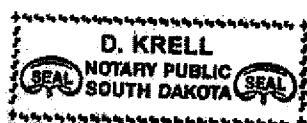
Paul T. Bruflat, Senior Vice President

State of South Dakota      }  
County of Minnehaha      } ss

On this 10th day of January, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires:

November 30, 2012



CERTIFICATE

D. Krell, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29 day of February, 2012.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary