

AMENDED AGREEMENT NO. 1 Final CONTRACT NO. CE1000334-01

THIS AGREEMENT made and entered into this 25 day of 20 by and between the County of Cuyahoga, Ohio

and Burton Scot Contractors, LLC, an Ohio Corporation with principal offices located at 11330 Kinsman Road, Newberry, Ohio 44065.

WITNESSETH that whereas in the performance of Contract No. CE1000334-01 between the above named

parties calling for the Repair and Resurfacing of Usher Road from Sprague Road to Bagley Road in the City of

Olmsted Falls and Olmsted Township 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 plan quantity adjustments are based on final field measurements and calculations.
The new plan items (Ref 141) is the result of a utility conflict and (Ref. 142) was necessary to add a new drainage system to avoid flooding on residential property.*

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 of Cuyahoga, Ohio 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>
3	WALK REMOVED	923.400	SF	\$ 1.00	\$ 923.40
5	GUARDRAIL REMOVED	604.50	LF	\$ 1.00	\$ 604.50
9	EXCAVATION	126.55	CY	\$ 7.25	\$ 917.49
10	EMBANKMENT AS PER PLAN	5.18	CY	\$ 11.00	\$ 56.98
12	LINEAR GRADING AS PER PLAN	324.720	SY	\$ 8.00	\$ 2,597.76
17	GUARDRAIL TYPE 5	387.50	LF	\$ 13.60	\$ 5,270.00
18	ANCHOR ASSEMBLY TYPE A	6.00	EA	\$ 850.00	\$ 5,100.00
20	BRIDGE TERMINAL ASSEMBLY TYPE 2	1.00	EA	\$ 370.00	\$ 370.00
21	4" CONCRETE WALK	1,017.94	SF	\$ 3.75	\$ 3,817.28
22	CURB RAMP, TYPE A1, AS PER PLAN	2.000	EA	\$ 400.00	\$ 800.00
27	MAILBOX	3.000	EA	\$ 85.00	\$ 255.00
28	TOPSOIL	151.000	CY	\$ 28.00	\$ 4,228.00
29	SEEDING & MULCHING AS PER PLAN	4,488.580	SY	\$ 1.25	\$ 5,610.73
30	COMMERCIAL FERTILIZER	0.800	TON	\$ 700.00	\$ 420.00
48	CATCH BASIN, NO. 2-2B, AS PER PLAN	3.000	EA	\$ 900.00	\$ 2,700.00
49	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	2.000	EA	\$ 600.00	\$ 1,200.00
51	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	3.000	EA	\$ 300.00	\$ 900.00
54	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	1.000	EA	\$ 75.00	\$ 75.00
62	FULL DEPTH PAVEMENT SAWING	623.000	LF	\$ 3.00	\$ 1,869.00
63	ASPHALTOCONCRETE BASE, PG64-22, AS PER PLAN	71.760	CY	\$ 135.00	\$ 9,687.60
65	AGGREGATE BASE, AS PER PLAN	21.740	CY	\$ 40.00	\$ 869.60
67	TACK COAT FOR INTERMEDIATE COURSE	37.120	GAL	\$ 2.50	\$ 92.80
69	SINGLE CHIP SEAL	5,398.37	SY	\$ 1.75	\$ 9,447.15
71	ASPHALTOCONCRETE INTERMEDIATE COURSE, 19MM, TYPE A(448) APP	16.03	CY	\$ 160.00	\$ 2,564.80
72	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22(DRIVEWAYS)	70.41	CY	\$ 200.00	\$ 14,082.00
74	6" NON-REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE	101.95	SY	\$ 35.00	\$ 3,568.25
75	CURB TYPE 3-B USING CLASS MS CONCRETE, AS PER PLAN	164.58	LF	\$ 9.00	\$ 1,481.22
77	6" DEPTH PAVEMENT RECYCLING/ RECLAMATION	5,144.00	SY	\$ 8.00	\$ 41,152.00
79	CONDUIT 3", 725 04	37.000	LF	\$ 12.40	\$ 458.80
80	CONDUIT 4", 725 04	8.000	LF	\$ 16.40	\$ 131.20
81	TRENCH, 24" DEEP	25.000	LF	\$ 5.00	\$ 125.00
82	TRENCH IN PAVED AREA, TYPE B	88.000	LF	\$ 30.00	\$ 2,580.00
86	GROUND ROD, AS PER PLAN	1.00	EA	\$ 111.00	\$ 111.00
88	BARRIER REFLECTOR, TYPE A2	11.00	EA	\$ 5.50	\$ 60.50
90	SIGN HANGER ASSEMBLY, MAST ARM, AS PER PLAN	1.00	EA	\$ 185.00	\$ 185.00
91	SIGN, FLAT SHEET, TYPE G	2.50	SF	\$ 12.00	\$ 30.00
102	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG	210.00	LF	\$ 1.40	\$ 294.00
103	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	569.00	LF	\$ 1.60	\$ 910.40
107	LOOP DETECTOR LEAD IN CABLE 2 CONDUCTOR, NO. 14 AWG	10.00	LF	\$ 1.40	\$ 14.00
119	CHANNELIZING LINE, TYPE 1	285.00	LF	\$ 0.75	\$ 213.75
121	CROSSWALK LINE, TYPE 1	319.00	LF	\$ 1.80	\$ 574.20
131	WORK ZONE CENTER LINE, CLASS II	1,872	ML	\$ 600.00	\$ 1,123.20
132	WORK ZONE EDGE LINE, CLASS I	0.32	ML	\$ 425.00	\$ 136.00
137	FIELD OFFICE, TYPE B, AS PER PLAN	1.00	MOS	\$ 1,500.00	\$ 1,500.00
					\$ 129,142.35

DECREASED PLAN ITEMS

Ref. No.	Descriptions	Qty.	Unit	Unit Price	Total
2	PAVEMENT REMOVED	(0.280)	SY	\$ 4.50	\$ (1.28)
4	PIPE REMOVED 24" & UNDER	(916.000)	LF	\$ 5.00	\$ (4,580.00)
6	MANHOLE REMOVED	(1.000)	EA	\$ 350.00	\$ (350.00)
7	CATCH BASIN REMOVED	(1.000)	EA	\$ 250.00	\$ (250.00)
11	SUBGRADE COMPACTION	(151.410)	SY	\$ 0.50	\$ (75.71)
13	CUYAHOGA COUNTY CENTERLINE MONUMENT BOX ASSEMBLY, TYPE 1	(1.000)	EA	\$ 500.00	\$ (500.00)
14	CUYAHOGA COUNTY MONUMENT BOX	(1.000)	EA	\$ 500.00	\$ (500.00)
16	RIGHT OF WAY MONUMENT	(1.000)	EA	\$ 500.00	\$ (500.00)
19	ANCHOR ASSEMBLY TYPE T	(3.000)	EA	\$ 845.00	\$ (1,935.00)
23	TRUNCATED DOMES	(2.000)	EA	\$ 900.00	\$ (800.00)
25	MAILBOX SUPPORT SYSTEM SINGLE	(8.000)	EA	\$ 95.00	\$ (760.00)
26	MAILBOX SUPPORT SYSTEM DOUBLE	(1.000)	EA	\$ 145.00	\$ (145.00)
31	LIME	(0.400)	ACRE	\$ 100.00	\$ (40.00)
32	WATER	(10.000)	MGAL	\$ 5.00	\$ (50.00)
33	EROSION CONTROL	(8.000.000)	EA	\$ 1.00	\$ (8,000.00)
35	6" CONDUIT TYPE F FOR UNDERDRAIN OUTLETS, 706 08(ES), AS PER PLAN	(80.000)	LF	\$ 15.00	\$ (1,200.00)
36	6" CONDUIT TYPE B FOR DRAINAGE CONNECTION AS PER PLAN	(8.000)	LF	\$ 20.00	\$ (160.00)
37	6" CONDUIT TYPE C FOR DRAINAGE CONNECTION AS PER PLAN	(16.000)	LF	\$ 15.00	\$ (240.00)
38	8" CONDUIT TYPE D, AS PER PLAN	(179.000)	LF	\$ 16.00	\$ (2,864.00)
39	10" CONDUIT TYPE D AS PER PLAN	(220.000)	LF	\$ 20.00	\$ (4,400.00)
40	12" CONDUIT TYPE B 706 02, AS PER PLAN	(8.000)	LF	\$ 38.00	\$ (304.00)
41	12" CONDUIT TYPE B FOR DRAINAGE CONNECTION AS PER PLAN	(8.000)	LF	\$ 47.00	\$ (376.00)
42	12" CONDUIT TYPE C 706 02, AS PER PLAN	(15.000)	LF	\$ 34.00	\$ (510.00)
43	12" CONDUIT TYPE C, FOR DRAINAGE CONNECTION, AS PER PLAN	(312.000)	LF	\$ 25.00	\$ (7,800.00)
44	12" CONDUIT TYPE D, AS PER PLAN	(280.000)	LF	\$ 25.00	\$ (6,500.00)
47	CATCH BASIN AS PER PLAN	(1.000)	EA	\$ 1,000.00	\$ (1,000.00)
48	CATCH BASIN ADJUSTED TO GRADE AS PER PLAN	(5.000)	EA	\$ 300.00	\$ (1,500.00)
50	MANHOLE NO. 1, AS PER PLAN	(1.000)	EA	\$ 2,000.00	\$ (2,000.00)
52	MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN	(1.000)	EA	\$ 600.00	\$ (600.00)
53	6" BASE PIPE UNDERDRAINS 706 08 (ES) AS PER PLAN	(160.000)	LF	\$ 8.50	\$ (1,360.00)
56	MISCELLANEOUS METAL	(3.978.000)	LBS	\$ 1.00	\$ (3,978.00)
57	PAVEMENT REPAIR, AS PER PLAN	(211.000)	SY	\$ 230.00	\$ (48,530.00)
58	PAVEMENT PLANING ASPHALT CONCRETE	(801.630)	SY	\$ 2.25	\$ (1,803.67)
59	PAVEMENT PLANING, AS PER PLAN	(95.710)	SY	\$ 20.00	\$ (1,914.20)
60	PATCHING PLANED SURFACE	(358.000)	SY	\$ 1.00	\$ (358.00)
61	FULL DEPTH PAVEMENT REMOVAL & RIGID REPLACEMENT, CLASS MS	(40.000)	SY	\$ 85.00	\$ (3,400.00)
64	ASPHALT CONCRETE BASE PG84-22, (DRIVEWAYS), AS PER PLAN	(6.000)	CY	\$ 250.00	\$ (1,500.00)
66	TACK COAT	(2,697.000)	GAL	\$ 2.60	\$ (6,742.60)
68	PRIME COAT	(2,220.00)	GAL	\$ 4.00	\$ (8,880.00)
70	ASPHALT CONCRETE, SURFACE COURSE 9.5MM, TYPE A(448), AS PER PLAN	(10.80)	CY	\$ 185.00	\$ (2,016.50)
73	8" REINFORCED CONCRETE PAVEMENT USING CLASS MS CONCRETE, APP	(158.94)	SY	\$ 48.00	\$ (7,629.12)
76	COMPACTED AGGREGATE AS PER PLAN	(43.62)	CY	\$ 45.00	\$ (1,962.90)
78	CONDUIT 2", 725 04	(60.00)	LF	\$ 9.00	\$ (540.00)
87	PLASTIC CAUTION TAPE	(135.00)	LF	\$ 0.48	\$ (64.80)
89	GROUND MOUNTED SUPPORT, NO. 3 POST	(8.00)	LF	\$ 5.00	\$ (40.00)
93	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL, AS PER PLAN	(2.00)	EA	\$ 20.00	\$ (40.00)
94	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION, AS PER PLAN	(7.00)	EA	\$ 65.00	\$ (455.00)
95	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	(3.00)	EA	\$ 25.00	\$ (75.00)
96	REMOVAL OF GROUND MOUNTED POST SUPPORT AND REERECTION AS PER PLAN	(7.00)	EA	\$ 95.00	\$ (665.00)
97	REMOVAL OF POLE MOUNTED SIGN AND REERECTION AS PER PLAN	(2.00)	EA	\$ 55.00	\$ (110.00)
108	POWER CABLE, 3 CONDUCTOR, NO. 8 AWG	(108.00)	LF	\$ 2.45	\$ (264.60)
112	SIGNALIZATION MISC: FOUNDATION TEST HOLE	(1.00)	EA	\$ 531.00	\$ (531.00)
117	EDGE LINE, TYPE 1	(0.01)	MI	\$ 470.00	\$ (4.70)
118	CENTER LINE, TYPE 1	(0.15)	MI	\$ 790.00	\$ (118.50)
120	STOP LINE, TYPE 1	(12.000)	LF	\$ 3.70	\$ (44.40)
122	TRANSVERSE/DIAGONAL LINE, TYPE 1	(53.00)	LF	\$ 2.00	\$ (106.00)
126	TRAFFIC COMPACTED SURFACE TYPE A OR B AS PER PLAN	(11.056)	CY	\$ 14.00	\$ (154.78)
127	2" ASPHALT CONCRETE WALK	(100.00)	SY	\$ 5.00	\$ (500.00)
128	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	(40.00)	HR	\$ 50.00	\$ (2,000.00)
129	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC	(89.96)	CY	\$ 125.00	\$ (11,245.00)
134	WATER	(50.000)	MGAL	\$ 50.00	\$ (2,500.00)
135	CALCIUM CHLORIDE	(5.000)	TON	\$ 100.00	\$ (500.00)

\$ (157,778.64)

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>
141	MODIFY 2-2B C. B 'S FOR CONDUIT; DOWN TIME FOR UNMARKED GAS LINE	1 00	LS	\$ 1,610 58	\$ 1 610 58
142	PLACE YARD DRAINAGE AT STA 107+00 RT RES 8659	1 00	LS	\$ 8,084 44	\$ 8,084 44
				\$	7,695 02

DECREASED PLAN ITEMS: \$(157 778 64)

INCREASED PLAN ITEMS: \$129,142 35

NEW PLAN ITEMS: \$ 7,695 02

GRAND TOTAL: \$ (20,941 27)

Therefore, the final contract amount can be decreased by (\$20,941.27).

it is now therefore agreed that the work shall be done by the Contractor at prices named above, and that the County of Cuyahoga, Ohio 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

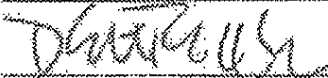
By entering into this amendment I agree on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be excepted by electronic means,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

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 _____

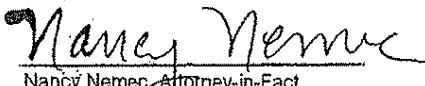
County of Cuyahoga, Ohio

By: 
Edward FitzGerald, County Executive


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 Nemeo, 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



State of Ohio
County of Medina ss:

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

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 19th day of January A.D., 2011



Frank A. Carrino
Frank A. Carrino, Secretary