

AMENDED AGREEMENT NO. 1 Final CONTRACT NO. CE1000568-01

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the County of Cuyahoga, Ohio
Perk Company, Inc. an Ohio Corporation, with principal offices located at 8100 Grand Avenue, Cleveland, Ohio 44104.

WITNESSETH, that whereas in the performance of Contract No. CE1000568-01 between the above named
parties, calling for the Scour Repair of Old Royalton Road Bridge No. 108 over Chippewa Creek in the City of Brecksville,
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 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 of Cuyahoga, Ohio at the following prices for the following work viz:

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:

NEW PLAN ITEM

| <u>Ref.</u> <u>No.</u> | <u>Descriptions</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|---------------------------|---|-------------|-------------|-------------------|--------------|
| 31 | CUTBACK TIMBERWALL TO INSTALL GABION BASKET | 1 00 | LUMP | \$ 283 57 | \$ 283 57 |

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> |
|---------------------------|-----------------------------------|-------------|-------------|-------------------|--------------|
| 2 | GUTTER REMOVED | 11 00 | FT | \$ 34 00 | \$ 374 00 |
| 18 | PAVED GUTTER, TYPE 2, AS PER PLAN | 12 00 | FT | \$ 48 30 | \$ 579 60 |
| 20 | EDGE LINE, TYPE 1 | 0 01 | MI | \$ 8,500 00 | \$ 85 00 |
| 21 | CENTER LINE, TYPE 1 | 0 01 | MI | \$ 10,500 00 | \$ 105 00 |
| | | | | \$ | 1,143 60 |

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 | GUARDRAIL REMOVED FOR REUSE, AS PER PLAN | (154 00) | FT | \$ 5 00 | \$ (770 00) |
| 4 | EMBANKMENT, AS PER PLAN | (14 00) | CY | \$ 21 50 | \$ (301 00) |
| 5 | BORROW, AS PER PLAN | (10 00) | CY | \$ 45 00 | \$ (450 00) |
| 7 | GUARDRAIL, MISC.: REPLACEMENT OF EXISTING GUARDRAIL, BRIDGE TERMINAL ASSEMBLIES AND ANCHOR ASSEMBLIES | (1 00) | LS | \$ 3,000 00 | \$ (3,000 00) |
| 9 | CHANNEL PROTECTION, MISC : GROUT FOR GABION BASKETS | (16 00) | CY | \$ 305 00 | \$ (4,880 00) |
| 10 | SOIL ANALYSIS TEST | (1 00) | EA | \$ 200 00 | \$ (200 00) |
| 11 | TOPSOIL | (40 00) | CY | \$ 26 00 | \$ (1,040 00) |
| 13 | COMMERCIAL FERTILIZER | (0 04) | TON | \$ 850 00 | \$ (34 00) |
| 14 | LIME | (0 26) | ACRE | \$ 500 00 | \$ (130 00) |
| 15 | WATER | (7 00) | MGAL | \$ 50 00 | \$ (350 00) |
| 16 | EROSION CONTROL | (5,000 00) | EA | \$ 1 00 | \$ (5,000 00) |
| 17 | GABIONS WITH ADDITIONAL COATING, AS PER PLAN | (3 00) | CY | \$ 313 00 | \$ (939 00) |
| 19 | 18" CONDUIT, TYPE C, AS PER PLAN | (5 00) | FT | \$ 33 00 | \$ (165 00) |
| 23 | UNCLASSIFIED EXCAVATION INCLUDING ROCK AND/OR SHALE | (3 00) | CY | \$ 75 00 | \$ (225 00) |
| 24 | SHALE EXCAVATION | (5 00) | CY | \$ 75 00 | \$ (375 00) |
| 26 | WATER | (5 00) | MGAL | \$ 30 00 | \$ (150 00) |
| 27 | FIELD OFFICE, TYPE A, AS PER PLAN | (1 00) | MOS | \$ 500 00 | \$ (500 00) |
| | | | | \$ | (18,509 00) |

| | | |
|------------------------|----|-------------|
| TOTAL NEW ITEMS: | \$ | 283 57 |
| TOTAL INCREASED ITEMS: | \$ | 1,143 80 |
| TOTAL DECREASED ITEMS: | \$ | (18,509 00) |
| | \$ | (17,081 83) |

*The cost for this new item of work is an estimate and payment will be made on a force account basis per the Cuyahoga County General Provisions Section 109 05 of the Specification Booklet

Therefore, the final contract amount can be decreased by (\$17,081.83).

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, it's 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 _____

X EF

Edward FitzGerald
County Executive

Perk Company, Inc.

Anthony Cifani
Contractor Secretary/Treasurer

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
Linda M. Cowin,
Attorney-in-Fact

TRAVELERS**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. 003723837

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

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