

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

and the Liberta Construction Company, an Ohio Company, with principal offices located at 1001 Eastwood Avenue, Akron, Ohio 44305

WITNESSETH that whereas in the performance of Contract No. CE1100149-01 between the above named

parties calling for the Repair and Resurfacing of Sprague Road from York Road to State Road in the Cities of North Royalton 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:

*These new items of work are the result of an existing unmarked gas line and the guardrail was found to have significant deterioration and accident damage that was not shown on plan and needed to meet current standards*

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 ITEMS**

| <u>Ref.</u><br><u>No.</u> | <u>Descriptions</u>                   | <u>Qty.</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u>  |
|---------------------------|---------------------------------------|-------------|-------------|-------------------|---------------|
| 120                       | CONFLICT W/EXISTING UNMARKED GAS LINE | 1 00        | LS          | \$ 14 287 88      | \$ 14,287 88  |
| 121                       | GUARDRAIL REMOVED                     | 1,587 00    | LF          | \$ 19 99          | \$ 31 724 13  |
| 122                       | TYPE A ANCHOR REMOVED                 | 12 00       | EA          | \$ 200 00         | \$ 2 400 00   |
| 123                       | GUARDRAIL REMOVED FOR REUSE           | 2,087 50    | LF          | \$ 2 00           | \$ 4 175 00   |
| 124                       | GUARDRAIL REBUILT                     | 2,137 50    | LF          | \$ 10 60          | \$ 22 657 50  |
| 125                       | GUARDRAIL TYPE 5                      | 1,212 50    | LF          | \$ 23 49          | \$ 28 481 63  |
| 126                       | GUARDRAIL ANCHOR TYPE A               | 12 00       | EA          | \$ 840 00         | \$ 10 080 00  |
| 127                       | GUARDRAIL ANCHOR TYPE T               | 12 00       | EA          | \$ 1,080 00       | \$ 12 960 00  |
|                           |                                       |             |             |                   | \$ 126,746 14 |

**Therefore, \$126,746.14 is needed to continue construction per plan intent.**

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, 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 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

By: Edward Fitzgerald  
Edward Fitzgerald, County Executive

Dominic Giuffi  
Dominic Giuffi, president  
Liberta Construction Company  
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

Merchants Bonding Company (Mutual)

Sharon Brickman  
Sharon Brickman, Attorney-in-Fact