

CONTRACT (Amended Agreement #1 – Final)
ENCUMBRANCE NO. CE100552-01

REQUISITION NO. RQ 16965



CONTRACT
Amended Agreement No. 1 (Final)
FOR
Rehabilitation of Various Maintenance Yard Parking Lots and
Driveways

TIME PERIOD: n/a

CONTRACTOR: C.A. Agresta Construction Co.

FEDERAL ID - 34-0753810

ADDRESS: 4186 Greenvale Road
South Euclid, Ohio 44121

CONTRACT PRICE: (\$9,489.89)

| | |
|------------------------|--------------|
| CONTRACT | |
| (Amendment #1 – Final) | CE1000552-01 |
| ENCUMBRANCE NO. | |
| INDEX CODE | CE417477 |
| OBJECT CODE | 707 |
| USER CODE | |
| GRANT/DETAIL | |
| PROJECT/DETAIL | |

BY
County of Cuyahoga, Ohio

WITH

C.A. Agresta Construction Co.

for

Rehabilitation of Various Maintenance Yard Parking
Lots and Driveways

Contact Person: John Agresta, President
Telephone: 216-382-2525

I hereby certify that additional funds are not required for
the County's proportion of this Contract. The final
contract amount can be decreased by (\$9,489.89).

County Auditor by Deputy County Auditor

I hereby approve of the legal form and correctness of the
within contract.

County Prosecutor William D. Mason
by Assistant Prosecuting Attorney

Date Approved 1/25/2011

AMENDED AGREEMENT NO.

1 Final

CONTRACT NO.

CE1000552-01

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between the County of Cuyahoga, Ohio and C.A. Agresta Construction Co., an Ohio Corporation with principal offices located at 4186 Greenvale, South Euclid, Ohio 44121.

WITNESSETH, that whereas in the performance of Contract No CE1000552-01 between the above named parties, calling for the Rehabilitation of Various Maintenance Yard Parking Lots and Driveways

_____, 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 needed for the increase in repairs required to complete the project as intended. The new items were the result of conditions differing from the original plan and therefore needed to complete construction

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 | 242.97 | SY | \$ 5.00 | \$ 1,214.85 |
| 2 | WEARING COURSE REMOVED | 157.78 | SY | \$ 4.80 | \$ 757.34 |
| 8 | EXCAVATION | 178.46 | CY | \$ 12.00 | \$ 2,141.52 |
| 8 | SUBGRADE COMPACTION | 328.27 | SY | \$ 0.25 | \$ 82.07 |
| 11 | GRANULAR EMBANKMENT, APP | 10.57 | CY | \$ 30.00 | \$ 317.10 |
| 26 | DRAINAGE STRUCTURE, MISC: CLEAN OUT RECONSTRUCTED TO GRADE | 1.00 | EACH | \$ 200.00 | \$ 200.00 |
| 34 | FULL DEPTH PAVEMENT SAWING | 45.00 | LF | \$ 1.50 | \$ 67.50 |
| 35 | AGGREGATE BASE, AS PER PLAN | 102.46 | CY | \$ 38.00 | \$ 3,893.48 |
| 40 | ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22, | 6.38 | CY | \$ 140.00 | \$ 893.20 |
| 41 | ASPHALT CONCRETE SURFACE COURSE, TYPE 1, | 22.86 | CY | \$ 183.00 | \$ 4,183.38 |
| 42 | 9" REINFORCED CONCRETE PAVEMENT, AS PER PLAN | 328.27 | SY | \$ 57.00 | \$ 18,711.39 |
| 43 | CURB, TYPE 6, AS PER PLAN | 75.00 | LIN FT | \$ 15.00 | \$ 1,125.00 |
| | | | | \$ | \$ 33,586.83 |

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> |
|---------------------------|---|-------------|-------------|-------------------|----------------|
| 7 | EXCAVATION, APP | (60.00) | CY | \$ 15.00 | \$ (900.00) |
| 9 | EXCAVATION OF SUBGRADE | (4.43) | CY | \$ 10.00 | \$ (44.30) |
| 12 | PROOF ROLLING | (3.00) | HR | \$ 30.00 | \$ (90.00) |
| 13 | GEOTEXTILE FABRIC | (350.00) | SY | \$ 0.50 | \$ (175.00) |
| 17 | TOPSOIL | (2.00) | CY | \$ 28.00 | \$ (56.00) |
| 19 | COMMERCIAL FERTILIZER | (0.20) | TON | \$ 400.00 | \$ (80.00) |
| 20 | LIME | (0.20) | ACRE | \$ 50.00 | \$ (10.00) |
| 21 | WATER | (3.70) | MGAL | \$ 10.00 | \$ (37.00) |
| 22 | EROSION CONTROL | (2,000.00) | EACH | \$ 1.00 | \$ (2,000.00) |
| 24 | CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN | (1.00) | EACH | \$ 150.00 | \$ (150.00) |
| 28 | MISCELLANEOUS METAL | (1,690.00) | LBS | \$ 0.70 | \$ (1,183.00) |
| 29 | PARTH DEPTH PAVEMENT REPAIR, APP | (95.00) | SY | \$ 30.00 | \$ (2,850.00) |
| 30 | PAVEMENT REPAIR, APP | (125.00) | CY | \$ 150.00 | \$ (18,750.00) |
| 31 | PAVEMENT PLANING, ASPHALT CONCRETE | (15.22) | SY | \$ 3.70 | \$ (56.31) |
| 32 | PATCHING PLANED SURFACE | (140.00) | SY | \$ 1.00 | \$ (140.00) |
| 33 | FULL DEPTH PAVEMENT REM & RIGID REPL. CLASS MS, APP | (90.00) | SY | \$ 65.00 | \$ (5,850.00) |
| 38 | TACK COAT | (70.00) | GAL | \$ 2.00 | \$ (140.00) |
| 37 | TACK COAT FOR INTERMEDIATE COURSE | (16.00) | GAL | \$ 2.00 | \$ (32.00) |
| 38 | PRIME COAT | (730.00) | GAL | \$ 3.00 | \$ (2,190.00) |
| 39 | SINGLE CHIP SEAL | (2,596.22) | SY | \$ 2.75 | \$ (7,139.51) |

AMENDMENT NO. 1
 THE CA AGRESTA CONSTRUCTION CO
 CE100055201
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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> |
|---------------------------|--|-------------|-------------|-------------------|----------------|
| 44 | CONCRETE PAVEMENT JOINT CLEANED & FILLED | (860 00) | LF | \$ 0 50 | \$ (430 00) |
| 45 | CONCRETE PAVEMENT CRACK CLEANED & FILLED | (155 00) | LF | \$ 0 50 | \$ (82 50) |
| 50 | PARKING LOT STALL MARKING TYPE 1 | (881 00) | LF | \$ 1 00 | \$ (881 00) |
| 52 | WATER | (4 00) | MGAL | \$ 2 00 | \$ (8 00) |
| 53 | CALCIUM CHLORIDE | (0 40) | TON | \$ 5 00 | \$ (2 00) |
| | | | | | \$ (43 076 72) |

DECREASED PLAN ITEMS: \$ (43,076.72)

INCREASED PLAN ITEMS: \$ 33,586.83

NEW PLAN ITEMS: \$

GRAND TOTAL: \$ (9,489.89)

Therefore, the final contract amount can be decreased by (\$9,489.89).

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

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