

**AMENDMENT TO THE AGREEMENTS FOR CONSTRUCTION OF
PRIVATELY FINANCED PUMP STATION AND SANITARY SEWER LINES
between
CAM INC., CAM GREEN, LLC and COUNTY OF SUMMIT**

This Amendment to the Agreements for Construction of Privately Financed Sanitary Sewer Lines and Pump Station is entered into between the County of Summit, Ohio, an Ohio political subdivision ("County"), CAM Inc. and CAM Green, LLC (collectively, the "Developer").

Whereas, on or about July 25, 2011, County and Developer entered into the Agreement for Construction of Privately Financed Sanitary Sewer Lines ("Sewer Lines Agreement") for the construction of a sanitary sewer extension located in the City of Green; known as Heritage Crossings of Green Pump Station, Sanitary Improvement #9521-1; and

Whereas, on or about August 11, 2011, County and Developer entered into the Agreement for Construction of Privately Financed Pump Station ("Pump Station Agreement") for the construction of a sanitary sewer pump station and appurtenances located in the City of Green; known as Heritage Crossings of Green Pump Station, Sanitary Improvement #9521-P; and

Whereas, the County, for operational reasons and future planning, requested that Developer oversize 950 linear feet of the sanitary sewer extension from 18" to 24" diameter pipe; and

Whereas, for operational reasons, the County requested the Developer to perform further work and tests on certain equipment in the relocation and construction of the new pump station pursuant to the Pump Station Agreement;

Whereas, it is proper to reimburse Developer for the above oversizing and additional work performed;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth below, the parties agree as follows:

1. Developer shall be entitled to compensation under the Sewer Line Agreement and Pump Station Agreement in an amount not to exceed \$17,804.64 for pipe oversizing and additional allowed expenses as detailed in Exhibit "A", attached to and incorporated with this Amendment.
2. All other terms and conditions of the Sewer Line Agreement and Pump Station Agreement not specifically amended herein shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Amendment as of the date signed by the Executive for the County of Summit.

CAM, INC.

CAM GREEN, LLC

by: Jeffrey C. Mockbee
(Print or type)

by: Jeffrey C. Mockbee
(Print or type)

Jeffrey C. Mockbee
Signature

Jeffrey C. Mockbee
Signature

President
Title

Managing Member
Title

COUNTY OF SUMMIT:

by: _____
Russell M. Pry,
County Executive

Date: _____

Approved by:

Michael A. Weant
Michael A. Weant
Director, Department of Environmental
Services

Approved as to form:

Deborah S. Matz,
Director, Department of Law, Insurance
and Risk Management

	CAM	DOES
Increase 950 LF of sanitary gravity sewer from old to new pump station from 18" to 24" diameter. Material cost only \$8.00 LF. 950 LF x \$8.00/LF	\$ 7,600.00	
Increase 950 LF of sanitary gravity sewer from old to new pump station from 18" to 24" diameter. Material cost only \$8.75 LF. 950 LF x \$8.75/LF		\$ 8,312.50
24x6 wye \$680 - 18x6 wye \$250		\$ 430.00
SUBTOTAL- PIPE OVERSIZING	\$ 7,600.00	\$ 8,742.50
Replace cable reel	\$ 1,265.00	\$ -
Conduit from phone board to PLC	\$ 342.46	\$ -
Remove 10" valve to abandoned force main 6/13/12	\$ 11,208.40	
½ labor on 6/13/12		\$ 1,392.50
10" cap and restraint		\$ 147.56
Re-core radiator	\$ 5,244.00	\$ 5,244.00
Kenmore to remove, reinstall and perform load test on radiator/generator=	\$ 3,249.45	\$ 3,249.45
FM tie-in not as shown on drawings. Valve to 10" FM in vault would not operate. Valve in 10" curb box actually to old 6" diameter pipe to abandoned pump station		
Locate FM at pump station=	\$ 738.00	
Expose vault and piping=	\$ 472.00	
Demo Vault	\$ 3,387.00	
First night failed attempt to tie-in=	\$ 1,600.00	
SUBTOTAL- EXTRA CHARGES	\$ 27,506.31	\$ 10,033.51
DOES WET WELL CLEANING		\$ (971.37)
TOTAL	\$ 35,106.31	\$ 17,804.64