



# ***SANDUSKY COUNTY ENGINEER***

Carlos A. Baez Sr., P.E., P.S.

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[www.sanduskycountyengineers.com](http://www.sanduskycountyengineers.com)

March 7, 2022

RE: 2022 County Road 128 & County Road 130 Improvements

Dear Prospective Bidders:

Please insert the revised pages in the above named contract documents as directed in ADDENDUM #1.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Coral L. Rice".

\_\_\_\_\_  
Coral L. Rice  
Clerical Specialist

CC: File  
Gerken Paving, Inc.  
Henry W. Bergman, Inc.  
Kokosing Construction Company, Inc.  
M&B Asphalt Co., Inc.

## **ADDENDUM #1**

March 7, 2022

SANDUSKY COUNTY ENGINEER'S OFFICE

RE: 2022 County Road 128 & County Road 130 Improvements – ADDENDUM #1

Plan holders of the **2022 COUNTY ROAD 128 & COUNTY ROAD 130 IMPROVEMENTS** are hereby notified of the following amendments to the Contract Documents. The following additions, alterations, deletions and/or clarifications shall be part of the Bid as much as if they were originally included in the Contract Documents. This Addendum #1 is hereby made part of the Contract Documents.

### **CONTRACT CHANGES**

- 1) Please insert this page, ADDENDUM #1, in front of the Table of Contents page.
- 2) **ENGINEER'S ESTIMATE**
  - a. Please replace the **Cover Page** with the revised **Cover Page**
  - b. Engineer's Estimate has changed to **\$1,100,000.00**
- 3) **ENGINEER'S ESTIMATE**
  - a. Please replace page **A-6** with the revised page **A-6a**
  - b. Engineer's Estimate has changed to **\$1,100,000.00**

2022 COUNTY ROAD 128 & COUNTY ROAD 130  
IMPROVEMENTS

in  
SANDUSKY COUNTY, OHIO

BIDS RECEIVED: MARCH 10, 2022 AT 11:00 AM

ENGINEER'S ESTIMATE: *\$1,100,000.00*

**Plan holder Registration**

To be eligible to bid on a project your company must be added to a plan holders list. If submitting a bid for a project, notify the County Engineer's Office to be placed on the plan holder list by providing company information and the project you will be bidding on. The plan holder registration form is on the project listing page located at the following website:

[www.sanduskycountyengineers.com](http://www.sanduskycountyengineers.com)

**PLEASE PRINT CONTRACT DOCUMENTS ON LETTER SIZE PAPER**

**REVISED**

shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Owner shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of the Contract.

#### **XVIII FINAL PAYMENT TO RELEASE THE OWNER**

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or performed or relating to the work, and for every act and neglect of the Owner and others relating to or arising out to the work, excepting only his claims, if any, for amount withheld by the Owner, upon final payment. No payment however, final or otherwise shall operate to release the Contractor nor his Sureties for any obligation upon or under this Contract or the Contractor's Bond.

#### **XIX SEQUENCE AND PROGRESS OF WORK**

Before commencing work, the Contractor shall submit a schedule of contemplated progress of the work to the Engineer for approval and shall make such changes in the schedule as the Engineer may require for approval.

The Engineer shall have the power to direct the order and sequence of the work, which in general shall be to coordinate the Construction of the several parts of the contract to a successful completion as rapidly as possible. If, at any time before the commencement or during the progress of the work, the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase efficiency or to improve their character and the Contractor shall conform to such order, but the failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

#### **XX MONTHLY ESTIMATE**

On or about the first day of each month the Engineer will make an approximate estimate of the value of the work done, whenever said estimate of work done since the last previous estimate exceeds One Thousand Dollars (\$1,000.00) in amount. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of monthly estimates. Estimates approved by the first (1st) of the month will be paid by the twenty-fifth (25th) of the month. Estimates approved by the fifteenth (15th) of the month will be paid by the eleventh (11th) of the following month. Ninety-two percent (92%) of such approved estimate will be paid, in accordance with Section 153.12 - 153.14 of the Ohio Revised Code. No additional retention will be withheld from estimates made after fifty percent (50%) of the contract amount has been paid.

#### **XXI FINAL ESTIMATE**

The Engineer shall within thirty (30) days after the work has been finally and fully completed, in accordance with the contract and specifications make a final estimate of the work done under such contract and the value thereof. And the Owner shall, within thirty (30) days after such estimate is made and certified, and upon completion of the work to the approval of the Engineer, pay the entire sum so found to be due hereunder, after deducting all percentages and amounts to be kept and retained under any provision of the contract documents. All prior estimates and payment shall be subject to corrections in the final estimate and payment, but in the absence of error or manifest mistakes, it is agreed that all estimates on the certificate of the Engineer, when approved by the Owner, shall be conclusive of the work done and materials furnished.

Before the final payment is made, the Contractor must furnish an affidavit to the Owner that all bills for labor and materials have been paid; and an affidavit to the Owner stating that he has fully complied with Chapter 4115 of the Ohio Revised Code; and an affidavit to the Owner stating that he has fully complied with Sections 153.59 and 153.60 of the Ohio Revised Code.

#### **XXII ENGINEER'S ESTIMATE**

The Engineer's estimate for the work is \$1,100,000.00.