2026 TOWNSHIP ROAD REPAVING PROJECT
in
BALLVILLE, GREEN CREEK, RILEY, SANDUSKY, TOWNSEND, & YORK TOWNSHIPS
SANDUSKY COUNTY, OHIO

BIDS RECEIVED: March 17, 2026 AT 5:30 PM

ENGINEER'S ESTIMATE: $800,000.00

Plan Holder Registration

To be eligible to bid on a project, your company must be added to a plan holder's list. If submitting a bid for a project, notify the County Engineer's Office to be placed on the plan holder's list by providing company information and the project you will be bidding on. The Plan Holder Registration Form is on the Bids/Contracts page located at the following website: www.sanduskycountyengineers.com

PLEASE PRINT CONTRACT DOCUMENTS ON LETTER SIZE PAPER

PROPOSAL,
CONTRACT DOCUMENTS,
and
SPECIFICATIONS
for the
2026 TOWNSHIP ROAD REPAVING PROJECT
in
BALLVILLE, GREEN CREEK, RILEY, SANDUSKY, TOWNSEND, & YORK TOWNSHIPS
SANDUSKY COUNTY, OHIO

APPROVED:

BALLVILLE TOWNSHIP TRUSTEES

GREEN CREEK TOWNSHIP TRUSTEES

RILEY TOWNSHIP TRUSTEES

SANDUSKY TOWNSHIP TRUSTEES

TOWNSEND TOWNSHIP TRUSTEES

YORK TOWNSHIP TRUSTEES

PREPARED BY THE OFFICE OF

SANDUSKY COUNTY ENGINEER
CARLOS A. BAEZ SR., P.E., P.S.
2500 WEST STATE STREET
FREMONT, OHIO 43420
(419) 334-9731
www.sanduskycountyengineers.com

LETTING DATE March 17, 2026 @ 5:30 PM

BID OF _____

ADDRESS _____

CITY & STATE _____

ZIP CODE _____

PHONE _____

FAX _____

E-MAIL _____

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STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY
REQUIREMENTS AND BID CONDITIONS FOR
OPWC-ASSISTED CONSTRUCTION PROJECT

ADVERTISEMENT FOR BIDDING
LEGAL NOTICE

Sealed Proposals will be received by the Boards of Ballville, Green Creek, Riley, Sandusky, Townsend, & York Townships, 2220 Tiffin Road, Fremont, Ohio 43420 until March 17, 2026 at 5:30 PM for the furnishing of all labor, materials, and equipment necessary to complete the project known as the 2026 Township Road Repaving Project at said time and place they will be publicly opened and read aloud.

Copies of the Plans, Specifications, and the other Contract Documents may be examined and obtained without charge at the Office of the Sandusky County Engineer, 2500 W. State St., Fremont, Ohio 43420, or at the following website www.sanduskycountyengineers.com.

Proposals must be submitted on the forms furnished or downloaded from the above website and must contain the name of every person interested therein. The Proposal shall be accompanied by a Bid Guaranty and Contract Bond in the amount of 100% of the amount bid or a Certified or Cashier's Check or a Letter of Credit in an amount of at least 10% of the amount bid. The Board reserves the right to reject any or all bids and to waive any formalities in any bid. Each bidder must submit evidence of its experience on projects of similar size and complexity.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their product. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Sandusky County, pursuant to the Ohio Department of Commerce, Division of Industrial Compliance. The completion date for the 2026 Township Road Repaving Project is October 15, 2026.

By the Order of the Boards of Ballville, Green Creek, Riley, Sandusky, Townsend, & York Township Trustees

By _____, Ballville Township Fiscal Officer

By _____, Green Creek Township Fiscal Officer

By _____, Riley Township Fiscal Officer

By _____, Sandusky Township Fiscal Officer

By _____, Townsend Township Fiscal Officer

By _____, York Township Fiscal Officer

Notice to Newspaper
Please publish Monday, March 2, 2026

SANDUSKY COUNTY ENGINEER'S
INFORMATION FOR BIDDERS
ON CONSTRUCTION PROJECTS

I. DEFINITIONS

The words “County” or “Owner” or “Engineer” or “Director” or “Inspector” other words of similar connotation shall be understood to mean the respective Township Trustees of Ballville, Green Creek, Riley, Sandusky, Townsend, & York Townships in Sandusky County, Ohio acting through its properly authorized agents.

The words “Bidder” or “Contractor” shall mean the person or firm proposing to contract with the Owner to provide labor and/or materials in a construction project.

Wherever the words “directed”, “required”, “permitted”, “designated”, “approved”, “satisfactory”, “acceptable” or similar words are used, they shall be understood to refer to the exercise of the authority or judgment vested in the Engineer.

II. SPECIFICATIONS

All work shall be performed in accordance with, and all materials shall comply with, the requirements of applicable sections of the 2023 Edition of the Construction and Material Specifications of the State of Ohio Department of Transportation and with the Contract Drawings and Documents. Interpretation of Specifications shall be made by the Engineer, and his decision shall be final and binding. In the event of a conflict between the Specifications and the Drawings, the Drawings shall take precedence.

III. PREPARATION OF PROPOSAL

Each proposal shall be submitted on a bound form provided by the County Engineer or downloaded in its entirety from the following website www.sanduskycountyengineers.com and must contain the name of every person interested therein. The Proposal pages shall not be removed from the bound or downloaded set of Contract Documents. The Proposal shall be enclosed within a sealed envelope addressed to the Owner, with the name and address of the Bidder and identification of the Contract plainly endorsed thereon. If the Proposal is submitted via mail, the sealed envelope containing the Proposal shall be enclosed within another envelope to avoid inadvertent premature opening of the sealed bid. All blank spaces in the Proposal shall be properly filled with ink opposite each item. Figures shall be used for Unit Bid Prices as indicated in the column headings for each item, and in the event of an error in extension, the unit prices shown shall prevail.

IV. WITHDRAWAL OF PROPOSAL

If a Bidder wishes to withdraw their Proposal, they may do so at any time prior to the time fixed for the opening of bids, without prejudice to themselves. Bids opened and read may not be withdrawn until the status of a Local Transportation Improvements Program (LTIP) grant is determined by the Ohio Public Works Commission (OPWC). This is anticipated on or about July 1, 2026. Award of this contract is contingent upon receipt of this grant.

V. BID GUARANTY

Each Proposal shall be accompanied by a Bid Guaranty and Contract Bond in the amount of 100% of the amount bid, to be held by the Owner; or a Certified or Cashier’s Check or a Letter of Credit in an amount of at least 10% of the amount bid, made payable to the Treasurer of Sandusky County, Ohio, to be held by the Owner, as a guarantee that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be executed and, if a Check or Letter of Credit is used, its faithful performance properly secured by an acceptable Bond for 100% of the amount of the Contract, and in default thereof said Bond or Check or Letter of Credit and the amount represented thereby shall be forfeited to the Owner in accordance with Section 153.54 of the Ohio Revised Code.

VI. FORFEITURE

The Bidder, to whom the Contract may be awarded, shall appear at the Office of the Owner with the sureties offered by them within ten (10) days (Saturday and Sunday excepted) after the date of notification of the acceptance of their proposal and there execute the Contract for the work in the required number of copies; and shall furnish, if the Bidder used a Certified or Cashier’s Check or a Letter of Credit as their Bid Guaranty, a Performance Bond in the form provided by the County, with acceptable surety, in the amount of 100% of their bid price. The Bidder shall also supply the affidavit required by Section 5719.042 of the Ohio Revised Code. In case of failure to do so, the Bidder will be considered as having abandoned same, and the amount of their deposit shall be forfeited to and become the property of the Owner, in accordance with Section 153.54 of the Ohio Revised Code.

Ohio Revised Code Section 5719.042, which was updated September 8, 2016, is reproduced below:

SECTION 5719.042 | SUCCESSFUL CONTRACTORS TO SUBMIT SWORN STATEMENT OF NO TAX LIABILITY.

AFTER THE AWARD BY A TAXING DISTRICT OF ANY CONTRACT LET BY COMPETITIVE BID AND PRIOR TO THE TIME THE CONTRACT IS ENTERED INTO, THE PERSON MAKING A BID SHALL SUBMIT TO THE DISTRICT'S FISCAL OFFICER A STATEMENT AFFIRMED UNDER OATH THAT THE PERSON WITH WHOM THE CONTRACT IS TO BE MADE WAS NOT CHARGED AT THE TIME THE BID WAS SUBMITTED WITH ANY DELINQUENT PERSONAL PROPERTY TAXES ON THE GENERAL TAX LIST OF PERSONAL PROPERTY OF ANY COUNTY IN WHICH THE TAXING

DISTRICT HAS TERRITORY OR THAT SUCH PERSON WAS CHARGED WITH DELINQUENT PERSONAL PROPERTY TAXES ON ANY SUCH TAX LIST, IN WHICH CASE THE STATEMENT SHALL ALSO SET FORTH THE AMOUNT OF SUCH DUE AND UNPAID DELINQUENT TAXES AND ANY DUE AND UNPAID PENALTIES AND INTEREST THEREON. IF THE STATEMENT INDICATES THAT THE TAXPAYER WAS CHARGED WITH ANY SUCH TAXES, ALL OF THE FOLLOWING APPLY:

(A) THE FISCAL OFFICER SHALL TRANSMIT A COPY OF THE STATEMENT TO THE COUNTY TREASURER WITHIN THIRTY DAYS OF THE DATE IT IS SUBMITTED.

(B) A COPY OF THAT STATEMENT SHALL BE INCORPORATED INTO THE CONTRACT.

(C) NO PAYMENT SHALL BE MADE WITH RESPECT TO ANY CONTRACT TO WHICH THIS SECTION APPLIES UNLESS THAT STATEMENT HAS BEEN INCORPORATED AS REQUIRED UNDER DIVISION (B) OF THIS SECTION.

VII. RETURN OF DEPOSITS

Certified or Cashier's Checks or Letters of Credit submitted as bid deposits will be returned within forty-eight (48) hours after the executed Contract and required Bond have been finally approved by the Owner.

VIII. EXAMINATION OF WORK

Bidders must carefully examine the Plans and the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary equipment and for delivering and handling material for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the Contract, Plans, and Specifications for the work. The Owner will not be responsible in any manner for answers to any inquiries regarding the meaning of the Drawings or Specifications given prior to the awarding of the Contract unless such answers are in writing and signed by the County Engineer.

IX. LAWS AFFECTING PUBLIC WORK

The attention of the Bidder is called to the laws of the State of Ohio and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other State. The Contractor shall conform with all applicable provisions of Chapter 4115 of the Ohio Revised Code with respect to wages and working hours. A copy of the Minimum Wage Rate Schedule as determined by the Ohio Department of Commerce, Division of Industrial Compliance is available at the following website: https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates.

There shall be posted, in a prominent and accessible place on the site of the work, a legible statement of the schedule of wages specified in the Contract to the various classifications of laborers, workmen, and mechanics employed. Said statement is to remain posted during the life of each contract.

The Contractor shall conform with all applicable provisions of Sections 153.59 and 153.60 of the Ohio Revised Code with respect to discrimination and intimidation on account of race, religion, sex, disability, national origin or ancestry. Ohio Revised Code Sections 153.59 and 153.60 are reproduced below and hereby made part of this Contract:

SECTION 153.59 | DISCRIMINATION AND INTIMIDATION ON ACCOUNT OF RACE, RELIGION, SEX, DISABILITY, NATIONAL ORIGIN OR ANCESTRY.

EVERY CONTRACT FOR OR ON BEHALF OF THE STATE, OR ANY TOWNSHIP, COUNTY, OR MUNICIPAL CORPORATION OF THE STATE, FOR THE CONSTRUCTION, ALTERATION, OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK IN THE STATE SHALL CONTAIN PROVISIONS BY WHICH THE CONTRACTOR AGREES TO BOTH OF THE FOLLOWING:

(A) THAT, IN THE HIRING OF EMPLOYEES FOR THE PERFORMANCE OF WORK UNDER THE CONTRACT OR ANY SUBCONTRACT, NO CONTRACTOR, SUBCONTRACTOR, OR ANY PERSON ACTING ON A CONTRACTOR'S OR SUBCONTRACTOR'S BEHALF, BY REASON OF RACE, CREED, SEX, DISABILITY OR MILITARY STATUS AS DEFINED IN SECTION 4112.01 OF THE REVISED CODE, OR COLOR, SHALL DISCRIMINATE AGAINST ANY CITIZEN OF THE STATE IN THE EMPLOYMENT OF LABOR OR WORKERS WHO IS QUALIFIED AND AVAILABLE TO PERFORM THE WORK TO WHICH THE EMPLOYMENT RELATES;

(B) THAT NO CONTRACTOR, SUBCONTRACTOR, OR ANY PERSON ON A CONTRACTOR'S OR SUBCONTRACTOR'S BEHALF, IN ANY MANNER, SHALL DISCRIMINATE AGAINST OR INTIMIDATE ANY EMPLOYEE HIRED FOR THE PERFORMANCE OF WORK UNDER THE CONTRACT ON ACCOUNT OF RACE, CREED, SEX, DISABILITY OR MILITARY STATUS AS DEFINED IN SECTION 4112.01 OF THE REVISED CODE, OR COLOR.

IN AWARDING CONTRACTS FOR CAPITAL IMPROVEMENT PROJECTS, THE DEPARTMENT OF DEVELOPMENT SHALL ENSURE THAT EQUAL CONSIDERATION BE GIVEN TO CONTRACTORS, SUBCONTRACTORS, OR JOINT VENTURERS WHO QUALIFY AS A MINORITY BUSINESS ENTERPRISE. AS USED IN THIS SECTION, "MINORITY BUSINESS ENTERPRISE" MEANS A BUSINESS ENTERPRISE THAT IS OWNED OR CONTROLLED BY ONE OR MORE SOCIALLY OR ECONOMICALLY DISADVANTAGED PERSONS WHO ARE RESIDENTS OF THIS STATE. "SOCIALLY

OR ECONOMICALLY DISADVANTAGED PERSONS" MEANS PERSONS, REGARDLESS OF MARITAL STATUS, WHO ARE MEMBERS OF GROUPS WHOSE DISADVANTAGE MAY ARISE FROM DISCRIMINATION ON THE BASIS OF RACE, RELIGION, SEX, DISABILITY OR MILITARY STATUS AS DEFINED IN SECTION 4112.01 OF THE REVISED CODE, NATIONAL ORIGIN, ANCESTRY, OR OTHER SIMILAR CAUSE.

SECTION 153.60 | FORFEITURE.

THE CONTRACT REFERRED TO IN SECTION 153.59 OF THE REVISED CODE SHALL PROVIDE AS A FORFEITURE FOR ANY BREACH OF THE PROVISIONS AGAINST DISCRIMINATION:

(A) THAT THERE SHALL BE DEDUCTED FROM THE AMOUNT PAYABLE TO THE CONTRACTOR BY THE STATE OR BY ANY TOWNSHIP, COUNTY, OR MUNICIPAL CORPORATION THEREOF, UNDER THIS CONTRACT, A FORFEITURE OF TWENTY-FIVE DOLLARS FOR EACH PERSON WHO IS DISCRIMINATED AGAINST OR INTIMIDATED IN VIOLATION OF THIS CONTRACT;

(B) THAT THE CONTRACT SHALL BE CANCELED OR TERMINATED BY THE STATE OR BY ANY TOWNSHIP, COUNTY, OR MUNICIPAL CORPORATION THEREOF, AND ALL MONEY TO BECOME DUE HERE UNDER MAY BE FORFEITED, FOR A SECOND OR SUBSEQUENT VIOLATION OF THE TERMS OF THIS SECTION OF THE CONTRACT.

The Contractor shall conform with all applicable provisions of Chapter 4167 of the Ohio Revised Code with respect to Occupational Safety and Health Division.

Safety and Health Provisions: The Contractor is bound by all provisions of the federal Occupational Safety and Health Act of 1970 (OSHA), and all other applicable federal, state, and local laws, regulations, findings, and orders relating to safety and health conditions on the work site.

X. INSURANCE

1. **WORKERS' COMPENSATION INSURANCE -** The Contractor and any subcontractors shall take out and maintain such insurance as will protect them from claims under Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws and from claims for damages because of bodily injury, occupational sickness or disease, or death of their employees. Proof of compliance with Workers' Compensation laws shall be filed with the Owner until the date of final payment for the Project and the Contractor shall indemnify and save harmless the Owner from any contributions or liability therefor.
2. **BODILY INJURY AND PROPERTY DAMAGE INSURANCE -** The Contractor shall provide insurance for: (1) Comprehensive Public Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, and (2) Automobile Bodily Injury and Property Damage Liability, including owned, non-owned, and hired vehicles. Any combination of the Contractor's coverage limits, including umbrella-excess liability limits, shall provide no less than $1,000,000.00 single limit bodily injury and property damage liability coverage.

   The following coverages, if excluded from the Contractor's standard coverages, shall have the exclusions deleted for policies provided under this Contract: (1) underground damage caused by mechanical equipment coverage; (2) collapse of or structural injury to buildings coverage, if the nearness of buildings warrants this type of coverage, and (3) blasting shall be covered, if explosives are used in the performance of this Contract.

   The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, losses, and expenses which may occur as a result of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This shall be evidenced by a Certificate of Insurance naming the Owner, and its officials, employees, and agents as additional insureds. Such insurance shall be primary, and any insurance carried by the County shall be secondary and not participating.

   Insurance shall be provided by an insurance company authorized to do business in the State of Ohio, shall be approved by the Owner, and shall remain in force until the date of final payment for the Project. Before starting work, the Contractor shall furnish a certificate (accord form) certifying the required coverages. Policies (and certificates) shall contain the following endorsements: "The company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the Owner."
3. **BUILDER'S RISK INSURANCE -** The Contractor shall take out and maintain Builder's Risk Insurance on Bridges and Buildings against loss by fire, extended coverage, vandalism, and malicious mischief on the insurable portion of the Project. Such insurance shall be in an amount of a minimum of $3,000,000.00 and may vary with the extent of the work completed, but shall at all times be at least equal to the amount previously paid by the Owner on account of work and materials, plus the value of work and materials furnished or delivered by the Contractor but not paid for by the Owner. Insurance shall be issued in the names of the Owner and the Contractor as joint insured as their interests may appear and shall remain in full force and effect until the date of final payment for the Project. The Owner shall be furnished the original Builder's Risk Policy. It will be returned to the Contractor upon final acceptance of the Contract.

XI. CONTRACT DOCUMENTS

The Advertisement, the Information for Bidders, the Proposal, the Special Provisions, the Plans, the 2023 State of Ohio Department of Transportation Construction and Material Specifications, and the Contract shall in the aggregate constitute the Contract Documents and are complementary. What is called for in any one document shall be as binding as if called for by all. The Contract prices bid in the Proposal shall be deemed to include all costs of whatever nature involved in the proper and complete execution of work.

XII. MATERIALS AND WORKMANSHIP

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials. The Contractor shall furnish to the County Engineer, for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which they contemplate installing, together with their performance capacities and other pertinent information.

If not specified in detail, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practices and standards recognized by architects, engineers, and the trade.

When required by the Specifications or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which they contemplate incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

Whenever, in the Plans and Specifications, there is called for a product of a specific manufacturer, it is understood that such is merely descriptive of the minimum qualifications and not restrictive as to manufacturer. Substitutions of equivalent items may be made if approved by the Engineer, whose decision shall be final.

XIII. INSPECTION

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work (except such shop work as may be so permitted) shall be done except in the presence of the Engineer or his assistants. No materials of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in supplying labor and materials in accordance with the Specifications, but such inspection shall not operate to release the Contractor from any of their contract obligations.

XIV. ESTIMATED QUANTITIES

The Contractor agrees: that the quantities of work as indicated on the Plans are only approximate; that during the progress of the work the County may find it advisable, and shall have the right, to omit portions of the work and to increase or decrease the quantities; and, that the County reserves the right to add or to take from any item as may be deemed necessary or desirable. The Contractor shall and will at no time make claims for anticipated profit or loss of profits, or damages of any kind, because of any difference between the quantities of the various classes of work actually done, or of the material actually furnished, and the said estimated quantities.

XV. EXTRA WORK

The Contractor shall do any work and/or furnish any materials not herein provided for, which in the opinion of the Engineer, may be found necessary or desirable for the completion of the work. No extra work will be paid for or allowed unless the same was done upon written contract with the Owner, and after all legal requirements have been complied with. The Contractor agrees that they will accept, as full compensation for extra work so ordered, an amount determined by one of the following methods:

1. Unit prices stated in the Proposal, if applicable; or
2. A price mutually agreed upon, in writing, by the Engineer and the Contractor; or
3. A sum equal to the actual net cost of materials and labor (including premium for Workers' Compensation Insurance), plus agreed rental for equipment necessary for the extra work, to the sum of which fifteen (15%) per cent may be added as compensation for all other items of expense, including overhead, superintendence, use of small tools, and other insurance.

The decision of the Engineer as to whether extra work in fact has been performed shall be conclusive and binding upon both parties to this Contract.

XVI. TIME OF COMMENCEMENT AND COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence work within ten (10) days after the notice to proceed, and the rate of progress shall be such that the whole work shall be completed and the site cleaned up in accordance with the Contract, unless an extension of completion date shall have been granted by the Owner.

The time of completion of the parts of the work is of the essence of the Contract, and should the Contractor neglect, refuse, or fail to complete the work to be done under the Contract within the time herein agreed upon, after adding all extensions of time granted by

the Owner, then in that event, the Owner shall have and is hereby given the right to deduct and retain out of such money, which be then due or which may become due and payable to the Contractor for the work to be done under this Contract, the sum of Five Hundred Dollars ($500.00) per day for each and every calendar day that the work is delayed in its completion beyond the agreed time. Said sum per day for such delay, failure, or non-completion shall be deemed, taken, and treated as liquidated damages which the Owner will suffer by reason of such default including, but not limited to, extra cost of engineering and inspection, and not by way of penalty.

XVII. NO WAIVER OR RIGHTS

Neither the inspection of the Engineer or Owner or any of their employees, nor any order, measurement, or certificate by the Engineer or Owner, nor any order by the Owner for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Engineer or Owner, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any Provision of the Contract, or of any power herein reserved to the Owner, or any rights to damages herein provided, nor 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 their claims, if any, for amount withheld by the Owner, upon final payment. However, no payment, final or otherwise, shall operate to release the Contractor nor their 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 their 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 preceding 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-six (96%) per cent of such approved estimates will be paid, in accordance with Section 153.12, 153.13, and 153.14 of the Ohio Revised Code.

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 they have fully complied with Chapter 4115 of the Ohio Revised Code; and an affidavit to the Owner stating that they have 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 $800,000.00.

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 10/25)

1. **STEEL PRODUCTS MADE IN THE UNITED STATES**
   Domestic steel use requirements as specified in Ohio Rev. Code §153.011, https://codes.ohio.gov/ohio-revised-code/section-153.011, apply to this project.

2. **PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)**
   This contract is subject to Ohio Prevailing Wage Laws, Ohio Rev. Code Chapter 4115 and the Prime Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Prime Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the Prime Contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering / logging in to the Prevailing Wage Portal maintained by the Ohio Department of Commerce at the following web address: https://pwr.com.ohio.gov/.

   The Prime Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

   Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Prime Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

   The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Prime Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with Ohio Rev. Code § 4115.05, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Prime Contractor or subcontractor and the employee and kept in the Prime Contractor's or subcontractor's payroll files.

   The Prime Contractor shall submit to the Prevailing Wage Coordinator, certified payrolls for Prime Contractor and all subcontractors on form WHPW-1512 or equivalent, in accordance with Ohio Rev. Code Sections 4115.07 and 4115.071(C), three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Prime Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with Ohio Rev. Code § 4115.07 stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in Ohio Rev. Code Chapter 4115 are strictly adhered to by all subcontractors.

   The Prime Contractor and all subcontractors shall make all its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. **UNRESOLVED FINDING FOR RECOVERY**
   The Prime Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Rev. Code § 9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Prime Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Prime Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Prime Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

In accordance with Ohio Rev. Code §153.03 and during the life of this project, the Prime Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

6. OHIO PREFERENCE

In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Rev. Code §153.54, the Prime Contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

The Prime Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided Ohio Rev. Code sections 102.03 and 102.04.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS NOTICE TO

CONTRACTORS:

The provisions of Ohio Rev. Code §153.59 regarding discrimination and intimidation on account of race, religion, sex, disability, national origin or ancestry are applicable to this project, and each contractor will be required to comply. Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in Ohio Rev. Code §4112.01, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

(2) No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in Ohio Rev. Code §4112.01, or color.

>>>The prime contract bidder hereby adopts the foregoing covenants? _____Yes ___No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____ ___/____/___
Signature of Authorized Officer Date

_____
Title

PROPOSAL

BOARDS OF BALLVILLE, GREEN CREEK, RILEY, SANDUSKY, TOWNSEND, & YORK TOWNSHIP TRUSTEES, SANDUSKY COUNTY, OHIO

The undersigned, having full knowledge of the site, Plans, and Specifications for the following improvements, and the conditions of this Proposal, hereby agrees to furnish all the services, labor, materials, and the equipment necessary to complete the 2026 TOWNSHIP ROAD REPAVING PROJECT IN BALLVILLE, GREEN CREEK, RILEY, SANDUSKY, TOWNSEND, & YORK TOWNSHIPS according to the Plans, Specifications, and completion date, and to accept the Unit Price specified below for each item as full compensation for the work in this Proposal.

UNIT PRICE CONTRACT

Ref.	Spec. Item No.	Approx. Quantities	Unit	Item	Unit Price Bid	Total Amount Bid
1	103.05	Lump	Sum	Premium for Contract Performance Bond		
2	253	200	S.Y.	Pavement Repair (Contingency)		
3	254	24,795	S.Y.	Pavement Planing, Asphalt Concrete, as per Plan		
4	407	8,210	Gal.	Non-Tracking Tack Coat		
5	441	2,650	Ton	Asphalt Concrete Intermediate Course, Type 1, (449)		
6	441	4,380	Ton	Asphalt Concrete Surface Course, Type 1, (449), PG64-22		
7	614	Lump	Sum	Maintaining Traffic		
8	614	8.21	Mile	Work Zone Center Line, Class II		
9	617	1,430	Ton	Compacted Aggregate, Type 411		
10	642	4.05	Mile	Edge Line, 4 inch, Type 1		
11	642	4.11	Mile	Center Line, Type 1		
12	644	12	L.F.	Stop Line		
13	644	1	Each	Railroad Symbol Marking, 96 inch		

TOTAL AMOUNT OF THE BID…….……..... _____

Have you double checked your bid? Errors or omissions could result in your bids being declared informal.

This page is a part of the proposal of …….

(Bidder)

……

(Signature)

PROPOSAL

PROJECT – 2026 TOWNSHIP ROAD REPAVING PROJECT IN BALLVILLE, GREEN CREEK, RILEY, SANDUSKY, TOWNSEND, & YORK TOWNSHIPS, SANDUSKY COUNTY, OHIO

PREQUALIFICATION OF BIDDERS – The right to make such investigations as may be deemed necessary to determine the ability of the Bidder to perform the work reserved. The Bidder shall furnish all such information and data for this purpose as requested. The right is reserved to reject any bid if the evidence submitted by or investigation of such Bidder fails to establish that such Bidder is properly qualified to carry out the obligations of the Contract.

COMPLETION DATE – October 15, 2026

LABOR – MATERIAL BREAKDOWN
In case of errors in extension or addition, the ratio between Labor and Materials indicated below shall be maintained.

Amount Bid for Labor ……

Amount Bid for Materials ……

Total Amount Bid ……

(This page must be executed, in the appropriate place, prior to submission of this bid.)

WRITTEN CONTRACT –

On acceptance of the aforesaid work …… do hereby bind …… this …… day of ……, 20……,
(I OR WE) **(MYSELF OR OURSELVES)**

to enter into a written contract with the Owner-Township Trustees within ten (10) days from date of the notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

…… ……
(Name) **(Post Office Address)**

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

…… ……
(Trade Name) **(Post Office Address)**

……**Sole Owner** **By**……

IF A PARTNERSHIP, SIGN BELOW:

…… ……
(Post Office Address)

By……

…… ……
(Partner) **(Post Office Address)**

…… ……
(Partner) **(Post Office Address)**

…… ……
(Partner) **(Post Office Address)**

IF A CORPORATION, SIGN BELOW:

……
(Name of Corporation)

Incorporated under the laws of the State of …… **By** ……
(Signature) **(Title of Officer Signing)**

BID GUARANTY AND CONTRACT BOND

(Ohio Rev. Code § 153.571 & 153.54)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned (1) _____
(Full Name or Legal Title of Contractor and Address)

_____ as Principal

and (2) _____
(Full Name or Legal Title of Surety)

_____ as Sureties, are hereby held and firmly bound unto the State of Ohio, for the use of Ballville, Green Creek, Riley, Sandusky, Townsend, & York Townships, hereinafter referred to as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____, 20_____ to undertake the project known as _____
(Description of Project)

_____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____).
(Surety Ceiling on the Amount of the Bond)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for the aforesaid project;

Now, therefore, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid or the costs in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said Principal shall well and faithfully do and perform each and every condition of said contract; and indemnify the Obligee against all damage suffered by failure to perform said contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materials supplier, or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans and specifications therefor shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

(Continued on next page)

BID GUARANTY AND CONTRACT BOND CONTINUED

SIGNED AND SEALED This _____ day of _____, 20_____, In the presence of

_____
(Witness to Principal's signature)

_____
Principal

By:_____

_____
(Witness to Surety's signature)

Title:_____

Approved _____, 20_____

_____
Surety

_____

By:_____
Attorney-in Fact

_____

_____
Surety Company address

_____
Boards of Ballville, Green Creek, Riley, Sandusky,
Townsend, & York Township Trustees

_____

_____
Surety Agent's name and address

_____

I hereby approve the form of the forgoing Contract and Bond.

_____, 20_____ _____Pros. Atty.

Attach corporation seal of Principal, if corporation.

Attach corporation seal of Surety Company, if signing as Surety.

(1) If a corporation, insert "A corporation organized under the laws of the State of_____,
with its principal place of business at _____in Ohio."

(2) If a Surety Company, insert "A corporation organized under the laws of the State of _____and duly authorized to transact business within the State of Ohio."

PROPOSAL

Attach to this page:

A properly executed Power of Attorney showing the authority of the person or persons executing the bond for the Surety or Sureties at the date of the Bond;

or

A Certified Check

or

A Cashier's Check

or

A Letter of Credit

Note: The blank on the Bond form where Surety indicates the ceiling amount of the Bond is not the penal sum of the Bond, but the maximum Surety will bond the Bidder. If there is an error in the extension of Unit Prices and the Total Bid exceeds the ceiling amount indicated, the Bid will be declared informal and may be rejected. In the event the Contract were offered to the Bidder, a new Bond would be required. The words "Unlimited Dollars" are acceptable, if that is in fact the relationship between the Bidder and their Surety. The words "100% of the Contract" are also acceptable. The ceiling amount should not exceed the maximum dollar amount indicated on the Power of Attorney.

Affidavit

FOR

_____

(CONTRACT)

STATE OF OHIO)

COUNTY OF _____)

_____, being duly sworn that they are a (sole proprietorship-partnership-corporation) having been awarded a public contract let by competitive bid and that by this statement says that at this time (he-they) (is-are) not charged with any delinquent personal taxes on the general tax list of personal property of any county in which the taxing district of the Sandusky County Commissioners has territory.

_____ of _____
(Signature of owner-partner-office)

being first duly sworn, deposes and says that this statement made above concerning delinquent personal property taxes is true. Sworn to before me and signed in my presence this _____ day of _____, 20_____.

_____
(Notary Public)

My commission expires: _____

CERTIFICATION OF PERSONAL PROPERTY TAX

_____ being the fiscal officer of _____,

a political subdivision of the State of Ohio, hereby certifies the above statement to the county treasurer.

_____
Fiscal Officer of Sandusky County,
a Political Subdivision of the State of Ohio

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property by any successful bidder prior to the execution of the contract of a political subdivision, and in the event there are any due and unpaid delinquent taxes, a copy of this shall be transmitted to the county treasurer within thirty (30) days.

VERIFICATION OF "NO FINDINGS FOR RECOVERY"

No political subdivision shall award a contract for goods, services, or construction to a person against whom a Finding for Recovery has been issued by the Auditor of the State, if the Finding for Recovery is unresolved.

The undersigned, by their signature and title, document that no "Findings for Recovery" are outstanding for the Bidder.

By:_____

Title:_____

CONTRACT AGREEMENT

This agreement made this ……. day of ……, A. D. ……
Between the Boards of Ballville, Green Creek, Riley, Sandusky, Townsend, & York Township Trustees of Sandusky County, Ohio hereinafter called the Party of the First Part, and ……..……...

of ……...and…… successors, executors, administrators, and assigns hereinafter called the Party of the Second Part.

WITNESSETH: That for and in consideration of payments hereinafter mentioned to be made by Party of the First Part, Party of the Second Part agrees to furnish all materials excepting the following: ……

……..……..
and all appliances, tools, and labor, and perform all the work that may be required for the construction and completion of

Improvement No……known as……., in Sandusky County, Ohio

……..…..
according to the Plans and Specifications and estimates for the construction of said improvement on file in the offices of said Trustees and the Engineer of said County, and to the satisfaction and acceptance of the Party of the First Part, and subject to inspection at all times and approval of the County Engineer and said Trustees.

The Party of the Second Part also agrees to complete said improvement in accordance with the completion date set forth in the Proposal.

The Party of the Second Part further covenants and agrees that the following papers shall be bound with or accompany and be an essential part of this Contract: Advertisement, Information for Bidders, Plans and Specifications, Contract Bond, and approximate estimate, and Proposal.

In consideration of the premises, the Party of the First Part agrees to pay to the Party of the Second Part the approximate sum of

…….....……. ($.....) Dollars.
The actual sum to be paid, however, will be the aggregate total determined by the work actually performed according to the Plans and Specifications by the Party of the Second Part, calculated upon the Unit Prices set out in this Proposal hereto attached and made a part hereof.

Sureties on any bond provided in this Contract and insurance companies writing any insurance policies provided in the Contract, and the Contractor by the execution of the Bid and Contract shall by the same agree to and hereby authorize any attorney-at-law to appear in any court of record in Sandusky County, State of Ohio in any action or proceeding, either in contract or tort, commenced by any person, firm, or corporation claiming to suffer or incur any damage or injury arising out of the construction of this Contract or the attempted performance, non-performance, improper performance of the work done in connection therewith, or caused by the misfeasance or malfeasance in an attempt to carry out or perform said Contract. Said parties hereby waive the issuance and service of summons and enter appearance of such party in any such action or proceedings; provided that no judgement or decree will be taken thereafter in such legal action or proceedings, until after three weeks shall elapse after such attorney-at-law shall notify by registered mail such party at their or it's business address designated on such document of the fact:

a. of such waiver and entry of appearance,
b. with the name of such action,
c. title of same,
d. the name of the court,
e. the date of filing of such waiver and entry of appearance,
f. furnish a copy of the petition, and
g. furnish a copy of such waiver and entry of appearance in such action or proceedings to such party whose appearance is entered.

IN WITNESS WHEREOF, The Party of the First Part has hereunto subscribed by the Boards of Township Trustees, and the Party of the Second Part has affixed……name.

(Continued on next page)

CONTRACT AGREEMENT CONTINUED

Boards of Township Trustees
Attest:

……., Ballville
……., Green Creek
……., Riley
……., Sandusky
……., Townsend
……., York
Fiscal Officers, Boards of Ballville, Green Creek, Riley, Sandusky, Townsend, & York Township Trustees

We hereby certify that there is

$.....

in the following……. funds of Ballville, Green Creek, Riley, Sandusky, Townsend, & York Townships not otherwise appropriated to satisfy the above payment of the above mentioned contract.

If partnership, so state, giving names and post office addresses of all partners on lines opposite.

If a corporation, give full corporation name and state under the laws of what state you are incorporated: officer signing should add his title after signature.

Ballville Township Board of Trustees

……

……

……

Green Creek Township Board of Trustees

……

……

……

Riley Township Board of Trustees

……

……

……

Sandusky Township Board of Trustees

……

……

……

Townsend Township Board of Trustees

……

……

……

York Township Board of Trustees

……

……

……

Party of the First Part

Contractor

……

By……

……

……

……

……

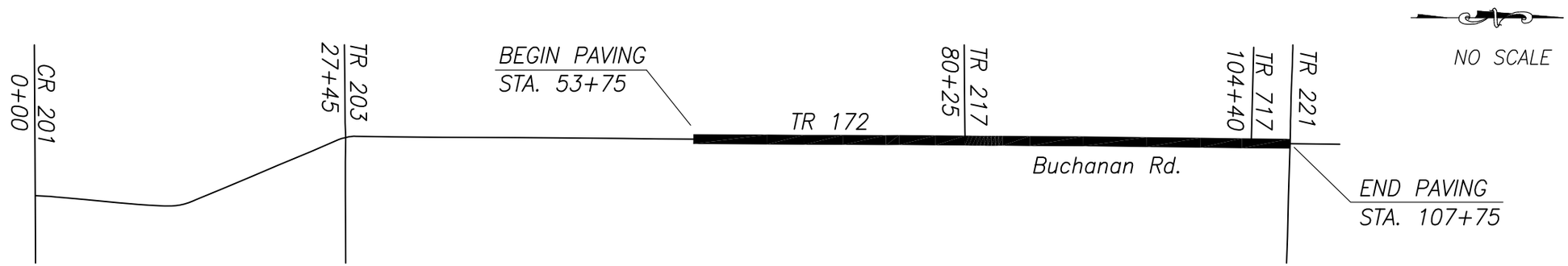
Party of the Second Part

NOTE: ALL MILLINGS GENERATED, ON THIS ROAD, FROM ITEM 254 WILL BE RETAINED BY BALLVILLE TOWNSHIP AND HAULED, BY THE CONTRACTOR, TO A SITE TO BE DESIGNATED BY BALLVILLE TOWNSHIP (CONTACT BALLVILLE TOWNSHIP BEFORE BIDDING THIS PROJECT TO CONFIRM SITE LOCATION). COST TO BE INCLUDED IN ITEM 254.

RD. NO. T.R. 172
Buchanan Rd.

BY NDM | DATE FEB. 2026

BALLVILLE TWP.



NO SCALE

ITEM 642 TRAFFIC PAINT		
ROAD MILES	EDGE LINE TYPE 1 MILES	CENTERLINE TYPE 1 MILES
1.02	2.05	1.02

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

NOTE: TRAFFIC TO BE MAINTAINED AT ALL TIMES PER ODOT SPECIFICATIONS
++INCLUDES APPLICATION ON INTERMEDIATE, AND SURFACE COURSE

FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
53+75	80+25	2,650	20.5'	485	305	2"	6,035	0-0.75"	255			1.25"	420	1.00++		
80+25	107+75	2,750	21'	515	320	2"	6,420	0-0.75"	270			1.25"	445	1.04++		
Allowance for driveways, intersections, width variations, etc.				50	35		145		30				45			
			TOTAL	1,050	660		12,600		555				910	2.04		

D-1

BALLVILLE - T.R. 172 (BUCHANAN RD.)

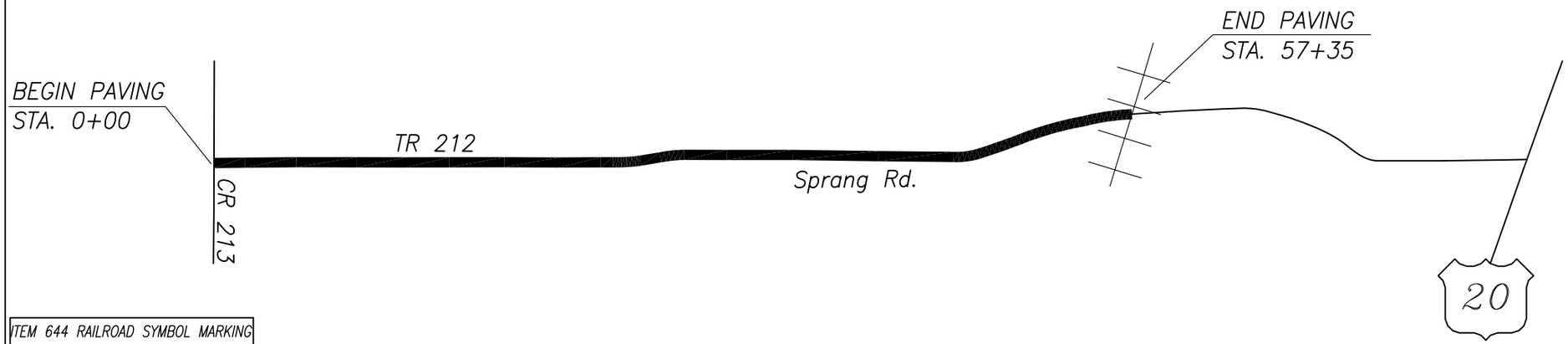
NOTE: A CONTINGENCY AMOUNT OF ITEM 253 – PAVEMENT REPAIR HAS BEEN SET UP FOR THIS PROJECT. FOR A DESCRIPTION, PLEASE REFER TO THE SUPPLEMENTAL SPECIFICATIONS.
(100 S.Y. +/–)

RD. NO. T.R. 212
Sprang Rd.

BY NDM DATE FEB. 2026

GREEN CREEK TWP.

NO SCALE



ITEM 644 RAILROAD SYMBOL MARKING
1

ITEM 642 TRAFFIC PAINT		
ROAD MILES	EDGE LINE TYPE 1 MILES	CENTERLINE TYPE 1 MILES
1.09	–	1.09

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

NOTE: TRAFFIC TO BE MAINTAINED AT ALL TIMES PER ODOT SPECIFICATIONS
++INCLUDES APPLICATION ON INTERMEDIATE, AND SURFACE COURSE

FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2”	100									
0+00	57+35	5,735	17.25’	880	550			0–0.75”	460			1.25”	765	2.17++		355
Allowance for driveways, intersections, width variations, etc.				45	30		0		25				40			20
			TOTAL	925	580		100		485				805	2.17		375

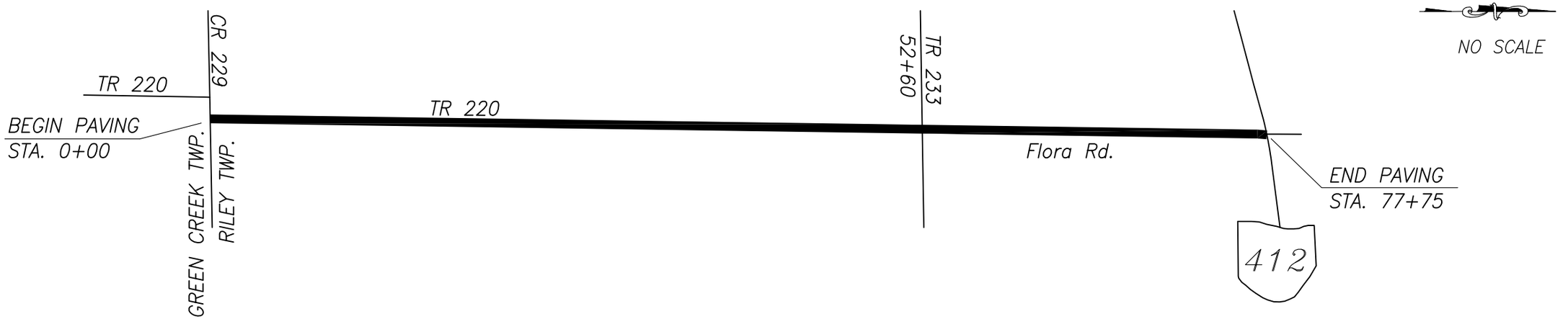
D–2

GREEN CREEK – T.R. 212 (SPRANG RD.)

RD. NO. T.R. 220
Flora Rd.

BY NDM DATE FEB. 2026

RILEY TWP.



NOTE: PAVE ROAD FULL WIDTH (SEE SUPPLEMENTAL SPECIFICATIONS)

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

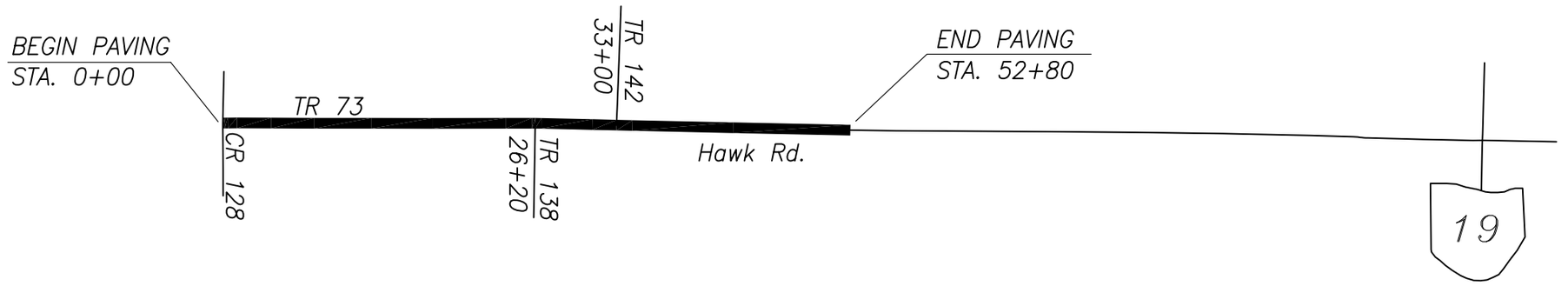
FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2”	200									
0+00	52+60	5,260	11.5’	540	335			0–0.75”	280			1.25”	470			325
52+60	77+75	2,515	11’	245	155			0–0.75”	130			1.25”	215			155
Allowance for driveways, intersections, width variations, etc.				40	25		0		20				35			25
			TOTAL	825	515		200		430				720			505

RILEY – T.R. 220 (FLORA RD.)

RD. NO. T.R. 73
Hawk Rd.

BY NDM DATE FEB. 2026

SANDUSKY TWP.



NO SCALE

ITEM 644 STOP LINE (FEET)
12

ITEM 642 TRAFFIC PAINT		
ROAD MILES	EDGE LINE TYPE 1 MILES	CENTERLINE TYPE 1 MILES
1.00	2.00	1.00

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

NOTE: TRAFFIC TO BE MAINTAINED AT ALL TIMES PER ODOT SPECIFICATIONS
++INCLUDES APPLICATION ON INTERMEDIATE, AND SURFACE COURSE

FROM	TO	LENGTH	TYPICAL WIDTH	407*	407**	ITEM 254		ITEM 441		ITEM 441		ITEM 441		ITEM 614	ITEM 614	ITEM 617
				TACK @.08 GAL./S.Y.	TACK @.05 GAL./S.Y.	PAVEMENT PLANING, A.P.P.		ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449)		ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449)		ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22		WORK ZONE CENTER LINES CLASS II	WORK ZONE LANE LINES CLASS II	COMPACTED AGGREGATE AS PER PLAN
		LIN. FT.		GALS.	GALS.	THICKNESS	S.Y.	THICKNESS	TONS	THICKNESS	TONS	THICKNESS	TONS	MILES	MILES	TONS
0+00	52+80	5,280	19.25'	905	565	2"	11,295	0-0.75"	470			1.25"	785	2.00++		
Allowance for driveways, intersections, width variations, etc.				45	30		0		25				40			
			TOTAL	950	595		11,295		495				825	2.00		

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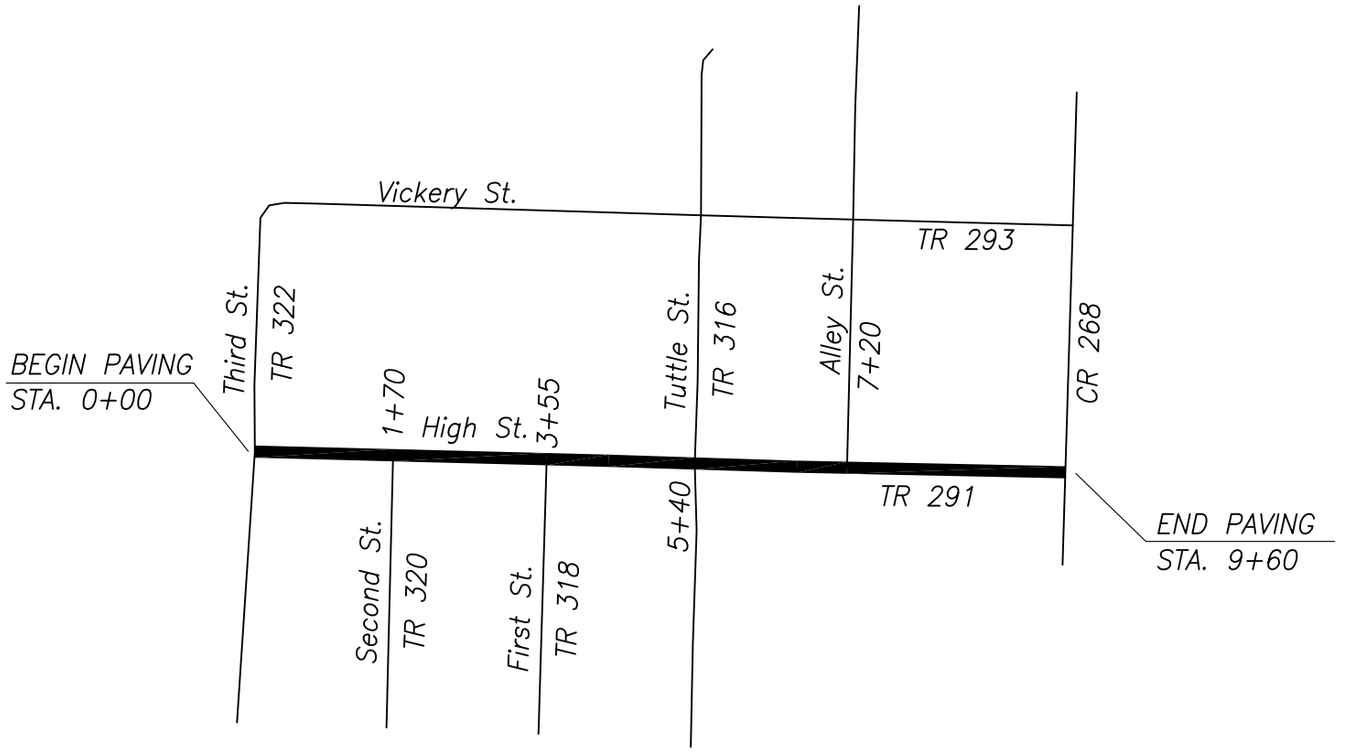
SANDUSKY - T.R. 73 (HAWK RD.)

RD. NO. T.R. 291
High St.

BY NDM DATE FEB. 2026

TOWNSEND TWP.



NO SCALE

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

NOTE: PAVE ROAD FULL WIDTH (SEE SUPPLEMENTAL SPECIFICATIONS)

FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2”	100									
0+00	9+60	960	15.5’	135	85			0–0.75”	70			0–1.25”	115			60
Allowance for driveways, intersections, width variations, etc.				10	5		0		5				5			5
			TOTAL	145	90		100		75				120			65

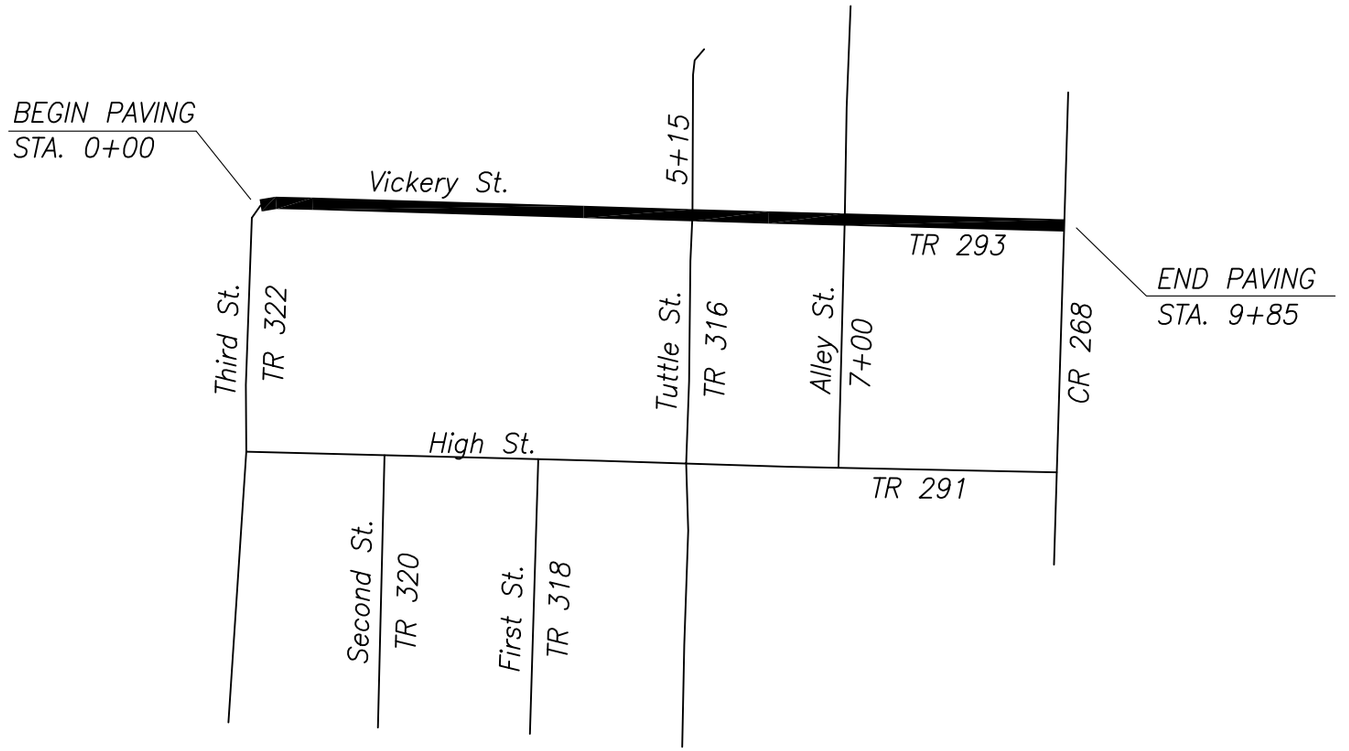
D-5

TOWNSEND - T.R. 291 (HIGH ST.)

RD. NO. T.R. 293
Vickery St.

BY NDM DATE FEB. 2026

TOWNSEND TWP.



NO SCALE

NOTE: PAVE ROAD FULL WIDTH (SEE SUPPLEMENTAL SPECIFICATIONS)

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2"	100									
0+00	9+85	985	15'	130	85			0-0.75"	70			0-1.25"	115			60
Allowance for driveways, intersections, width variations, etc.				10	5		0		5				5			5
			TOTAL	140	90		100		75				120			65

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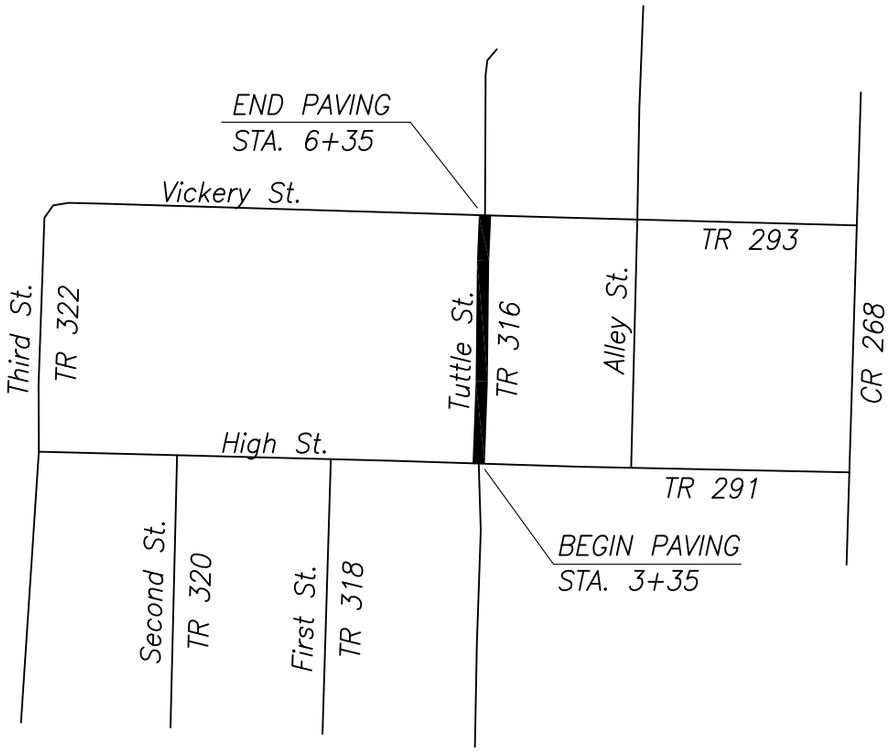
TOWNSEND - T.R. 293 (VICKERY ST.)

RD. NO. T.R. 316
Tuttle St.

BY NDM DATE FEB. 2026

TOWNSEND TWP.



NO SCALE

NOTE: PAVE ROAD FULL WIDTH (SEE SUPPLEMENTAL SPECIFICATIONS)

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2"	100									
3+35	6+35	300	11.25'	30	20			0-0.75"	15			0-1.25"	25			20
Allowance for driveways, intersections, width variations, etc.				5	5		0		5				5			5
			TOTAL	35	25		100		20				30			25

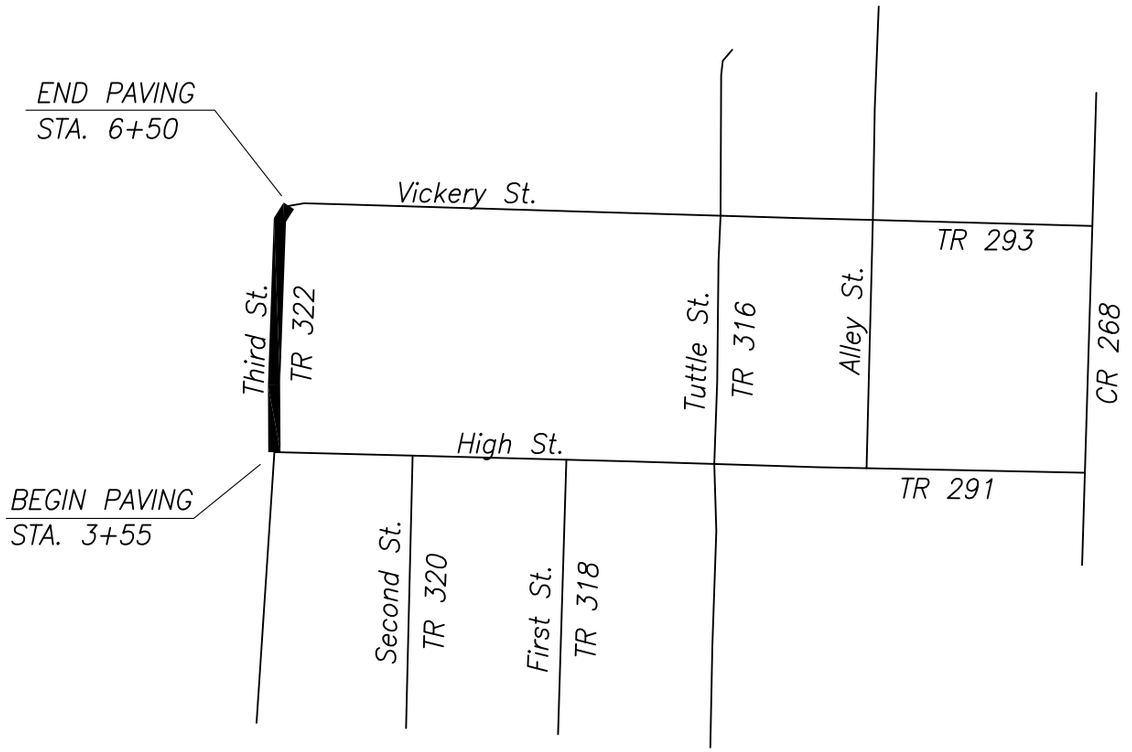
D-7

TOWNSEND - T.R. 316 (TUTTLE ST.)

RD. NO. T.R. 322
Third St.

BY NDM DATE FEB. 2026

TOWNSEND TWP.



NO SCALE

NOTE: PAVE ROAD FULL WIDTH (SEE SUPPLEMENTAL SPECIFICATIONS)

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

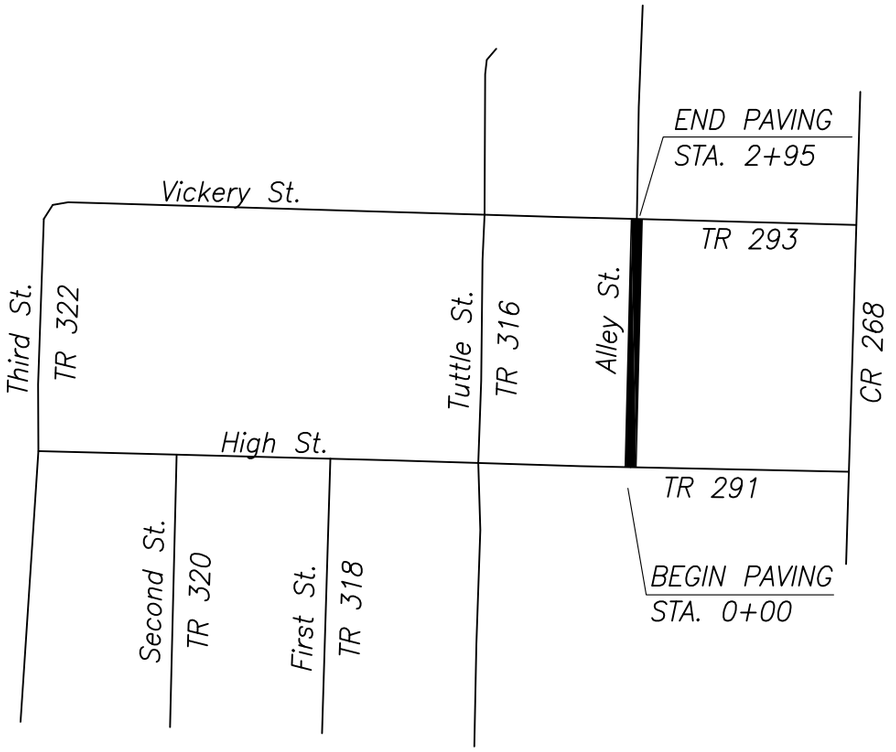
FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2"	100									
3+55	6+50	295	13'	35	20			0-0.75"	20			0-1.25"	30			20
Allowance for driveways, intersections, width variations, etc.				5	5		0		5				5			5
			TOTAL	40	25		100		25				35			25

TOWNSEND - T.R. 322 (THIRD ST.)

RD. NO. Alley St.

BY NDM DATE FEB. 2026

TOWNSEND TWP.



NO SCALE

NOTE: PAVE ROAD FULL WIDTH (SEE SUPPLEMENTAL SPECIFICATIONS)

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2”	100									
0+00	2+95	295	10’	25	15			0–0.75”	15			0–1.25”	25			20
Allowance for driveways, intersections, width variations, etc.				5	5		0		5				5			5
			TOTAL	30	20		100		20				30			25

D-9

TOWNSEND – ALLEY ST.

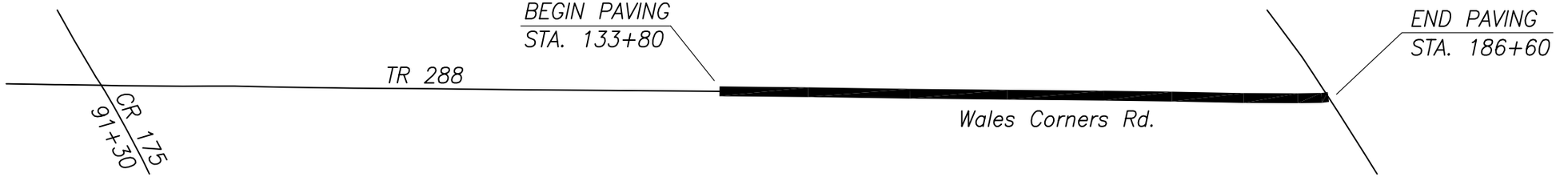
NOTE: A CONTINGENCY AMOUNT OF ITEM 253 – PAVEMENT REPAIR HAS BEEN SET UP FOR THIS PROJECT. FOR A DESCRIPTION, PLEASE REFER TO THE SUPPLEMENTAL SPECIFICATIONS.
(100 S.Y. +/–)

RD. NO. T.R. 288
Wales Corners Rd.

BY NDM DATE FEB. 2026

YORK TWP.

NO SCALE



ITEM 642 TRAFFIC PAINT		
ROAD MILES	EDGE LINE TYPE 1 MILES	CENTERLINE TYPE 1 MILES
1.00	–	1.00

*APPLICATION ON EXISTING PAVEMENT (OR MILLED SURFACE)
**APPLICATION ON INTERMEDIATE COURSE

NOTE: TRAFFIC TO BE MAINTAINED AT ALL TIMES PER ODOT SPECIFICATIONS
++INCLUDES APPLICATION ON INTERMEDIATE, AND SURFACE COURSE

FROM	TO	LENGTH LIN. FT.	TYPICAL WIDTH	407* TACK @.08 GAL./S.Y. GALS.	407** TACK @.05 GAL./S.Y. GALS.	ITEM 254 PAVEMENT PLANING, A.P.P. THICKNESS	ITEM 254 S.Y.	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (449) THICKNESS	ITEM 441 TONS	ITEM 441 ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449) PG64-22 THICKNESS	ITEM 441 TONS	ITEM 614 WORK ZONE CENTER LINES CLASS II MILES	ITEM 614 WORK ZONE LANE LINES CLASS II MILES	ITEM 617 COMPACTED AGGREGATE AS PER PLAN TONS
Butt joints at intersections						2”	100									
133+80	186+60	5,280	18.25’	860	535			0–0.75”	445			1.25”	745	2.00++		325
Allowance for driveways, intersections, width variations, etc.				45	30		0		25				40			20
			TOTAL	905	565		100		470				785	2.00		345

D–10

YORK – T.R. 288 (WALES CORNERS RD.)

SANDUSKY COUNTY
SUPPLEMENTAL SPECIFICATIONS
FOR
ASPHALT CONCRETE

COMPLETION DATE

Complete all work by October 15, 2026.

GENERAL

The requirements of *Items 401, 402, 403, 440, 441, and 449* of the 2023 Edition of the State of Ohio Department of Transportation Construction and Materials Specifications (ODOT C & MS) apply, except as modified by these Supplemental Specifications.

The functions of the "Monitoring Team" will be performed by the Sandusky County Engineer or a designated representative.

The Contractor shall contact the Sandusky County Engineers Office 48 hours in advance of starting any work to allow for scheduling of bridge deck waterproofing or other necessary work.

JOB MIX FORMULA (JMF)

The JMF may be developed specifically for this project and approved by ODOT or may be one previously approved by ODOT. ODOT approved JMF must be accompanied with a copy of the ODOT approval letter.

Use PG64-22 asphalt binder.

ASPHALT CONCRETE MIXING PLANT

Submit a copy of ODOT approval letter of plant calibration at least one (1) week prior to the beginning of production to the County Engineer.

METHOD OF PAYMENT

Asphalt Concrete and Compacted Aggregate will be bid and paid for on a tonnage basis. All tonnage in excess of the contract amount will be at the Contractor's expense, unless otherwise authorized by the Engineer.

PRICE ADJUSTMENTS

Price adjustments will not be made for asphalt binder, fuel, or steel price fluctuations.

GENERAL CONSTRUCTION PROCEDURES

1. The planing depth shall match the combined thicknesses of the proposed intermediate and surface courses of asphalt concrete. The finished cross-slope of the planed surface and the finished asphalt concrete surface shall be the same, typically 3/16" per foot.

2. Paving is to be a continuous operation. Regulate the speed of the paver to eliminate stops between loads.

3. Do not place asphalt concrete when the air temperature is less than sixty degrees Fahrenheit (60°F) unless waived by the Sandusky County representative on site.

4. Do not place asphalt concrete on wet surfaces. In the event of rain during the paving operation, only those trucks en route immediately after the rain has started will be permitted to unload.

5. Do not permit traffic on asphalt concrete until it has cured sufficiently so no marking will appear.

6. Contractor shall use a string line to establish a straight edge. String line shall be placed on outside edge of pavement, unless otherwise authorized by the Engineer.

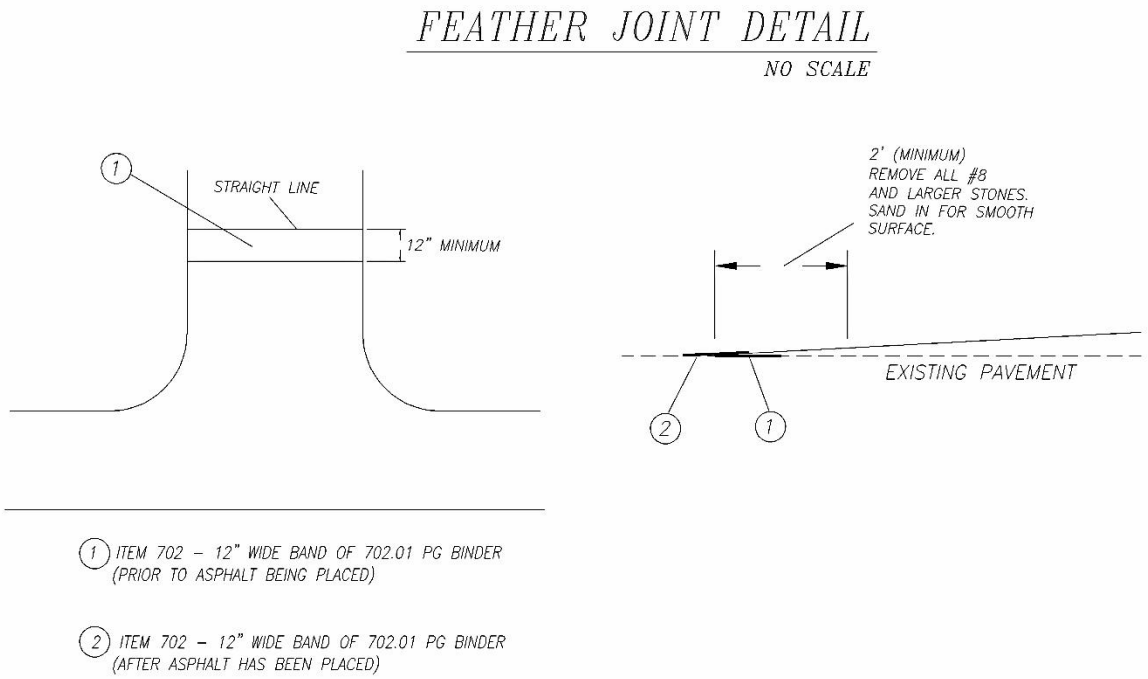
7. Transverse joints shall be minimized or avoided all together. Locations of transverse joints shall be subject to the Engineer's approval.

8. In areas where the surface is required to be feathered to meet an adjoining surface, coat the existing surface uniformly with a thin coat of asphalt binder. The Contractor may choose to mill a butt joint instead. There shall be no additional cost for this work.

9. Place surface course within seven (7) days of intermediate course.

10. Extend asphalt concrete into all intersecting roads a minimum of five (5) feet or as directed by the Engineer.

FEATHER JOINT DETAIL



DRIVEWAYS & MAILBOX APPROACHES

Do not use private driveways to turn around.

Extend asphalt concrete into all driveways and mailbox approaches a minimum of four (4) feet or as directed by the Engineer.

Place *Item 617 Compacted Aggregate* in driveways with excessive drop offs prior to the conclusion of each day's work as directed by the Engineer.

ITEM 253 – PAVEMENT REPAIR

An estimated quantity of *Item 253 Pavement Repair* has been included in the Plans to be used as a contingency as directed by the Engineer. The work shall include removal and replacement of the asphalt material at the designated repair areas. Contractor shall replace deteriorated pavement with *Item 301 Asphalt Concrete Base*. Depth of repair shall be a minimum of six (6) inches. Length and width of repairs shall be as directed by the Engineer. Minimum width of repairs shall be four (4) feet.

PAVEMENT MARKING

This work shall conform to the 2023 ODOT C & MS *Item 640 Pavement Marking* and *Item 642 Traffic Paint* except as modified below:

A. Paint Specifications

   The center line and edge line shall conform to *Item 740.02 Traffic Paint* in the 2023 ODOT C & MS and contain code number listed on the Office of Materials Management approved list.

B. The County will provide the required "T" marking.

C. Paint Striping shall only be performed when both the pavement surface and the air temperature are above the following respective temperature:

   Traffic Paint: 50ºF

D. The protection of the painted lines shall be the responsibility of the Contractor. The Contractor shall repaint, at their own expense, any lines tracked through by the traveling public. Payment for this "protection" will be made under *Item 614 Maintaining Traffic (Lump Sum)*.

MAINTAINING TRAFFIC

Maintain traffic at all times, except on roads designated for full width paving.

Erect and maintain all necessary signs and traffic control devices in conformance with *Item 614 Maintaining Traffic* and the Ohio Manual of Uniform Traffic Control Devices.

Always give emergency vehicles access.

Payment for all costs involved will be made in the Unit Price Bid for *Item 614 Maintaining Traffic (Lump Sum)*.

LOAD LIMITS

Paint the Gross Vehicle Weight (in pounds) in an obvious location on the side of any vehicle used to haul material to this project. Do not exceed this amount.

If a vehicle exceeds this amount, liquidated damages per the following schedule will be deducted from money due the Contractor:

Overload	Liquidated Damages
Less than 2,000 lb.	$80.00
2,000 to 5,000 lb.	$100.00 plus $1.00 per 100 lb. of total overload
5,000 to 10,000 lb.	$130.00 plus $2.00 per 100 lb. of total overload
Over 10,000	$160.00 plus $3.00 per 100 lb. of total overload

GUARANTEE

Guarantee for a period of one (1) year from the date of completion of the work that it is free from all defects due to faulty materials and workmanship. Promptly make corrections as may be necessary by the reason of such defects. The Engineer will give notice of observed defects with reasonable promptness. If repairs, adjustments, or other work which may be necessary by such defects are not made, the Engineer may do so and charge the Contractor the cost thereby incurred. The Contract Bond is required to be in full force and effect through the guarantee period.