

SCHMARDEBECK DITCH BRUSH AND TREE REMOVAL MAINTENANCE PROJECT

CONSTRUCTION SPECIFICATIONS

Prepared by:

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Construction Specifications

1. Scope:

- a. All work shall be completed in accordance with the plans, specifications and as directed by the Engineer, or their representative. Where applicable, all work shall be in accordance with the United States Department of Agriculture, Natural Resources Conservation Service, National Engineering Handbook, Part 642, "Specifications for Construction Contracts".

2. Estimated Quantities:

- a. This project shall be paid for as a lump sum price. Final field verifications shall determine the final lump sum to be paid.
- b. Should there be any discrepancy discovered between the intentions of these specifications and the special plans prepared for the contract, the Engineer shall be the deciding authority, and his decision shall be final. The right is reserved by the Engineer to correct any error or omissions in the plans or specifications. The Contractor shall be paid for extra work based on a written quote and prior approval by the Engineer. The right is also reserved for non-performance and shall be deducted from the contract as percentage of the lump sum price.

3. Engineer:

- a. Whenever the word "Engineer" is used herein, it shall refer to the Soil and Water District personnel, or his/her authorized representative.

4. Contractor's Responsibility:

- a. The Contractor shall provide such safety measures to protect public health and welfare, as provided in the pertinent codes of the State of Ohio. The Contractor shall be held liable for all damages resulting from the use of mechanical equipment, or other devices used in the execution of the work, as well as damages caused by fires which may be set as a result of faulty equipment, or the unnecessary damage to crops, land, or improvements. The Contractor shall be responsible for all roads and other crossings and for obtaining any necessary permits.
- b. Non-discrimination in employment (Sec. 4112.02 and 153.59 O.R.C.), "That in hiring of employees for the performance of work under this contract, no contractor, subcontractor, or any person acting on his/her behalf, shall, by reason of race, color, national origin, sex, religion, age, disability, political beliefs, marital or family status, discriminate against any citizen of the state in the employment of labor or worker, who is qualified and available to perform the work to which the contract relates.

- c. Further, no contractor, subcontractor, nor any person acting on his\her behalf, shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, national origin, sex, religion, age, disability, political beliefs or family or marital status”.
- d. All contractors must carry Workman’s Compensation, Section 4123.01 O.R.C., Industrial and property damage insurance and conform to all state of Ohio laws governing working conditions, fringe benefits and wages, Section 4115 O.R.C.

5. Equipment:

- a. Equipment used for this project shall consist of excavators or skid-steers with brushing heads, wood chippers, or any other piece of machinery capable of doing the same work. Chain saws, logging chains, steel cables and winches will be used in a manner that will minimize soil, water and other resource disturbances. Any other machinery to be used must first be approved by the Engineer, prior to the equipment being moved onto the construction site.
- b. Extreme care shall be given to insure against damage to existing trees having tree stands or other observation platforms attached to them. These trees shall be untouched by the contractor unless otherwise directed by the Engineer. Any damage to the tree stands or platforms as a result of contractor negligence shall be replaced at the contractor’s expense. If there is a discrepancy concerning the platform and its use, the Engineer shall have the final decision. If there is damage to property outside of the work easement the contractor will be held liable for the damage of landowner’s personal property.
- c. If there are outlet tile pipes in the area where work is being done, the contractor shall use reasonable care to avoid damage to the pipe. If the pipe is damaged due to negligence from the contractor, the pipe shall be replaced at the contractor’s expense.

6. Beginning Construction:

- a. The Contractor shall notify the Engineer seven (7) days prior to the time he wishes to start work. Failure to do so will result in a possible delay to the Contractor, at the Engineer’s discretion.

7. Work Schedule and Hours:

- a. The work schedule for this project shall be Monday through Friday with no work to be done on Saturdays unless authorized by the Engineer. No work shall be done on Sundays or Holidays.

- b. The Contractor shall notify the Engineer at least one (1) day in advance of any day or days he does not intend to work on the project. This does not apply to Saturdays, Sundays, Holidays or due to inclement weather / flooding.
- c. Work hours shall be as agreed upon by the Engineer and Contractor. The preferred work hour schedule shall be set before construction begins.
- d. The Engineer reserves the right to declare non-work days due to high water, wet ground conditions or other unsuitable work days. These days shall be credited to the contract as described in Section 18 of this Specification.

8. Existing Utilities:

- a. The Contractor shall assume full responsibility for notifying utility companies that have equipment such as telephone poles, power poles, telegraph, railroad telephone, communications equipment, signal equipment, underground cables, water lines, gas lines or any other equipment or facilities within the work limits of the project.
- b. The Contractor shall notify the Ohio Utilities Protection Service (O.U.P.S.) at 1-800-362-2764 and the Ohio Oil and Gas Producers Underground Protection Service (O.G.P.U.P.S) at 1-800-925-0988, as to the time they plan to begin work on the project and at least 48 hours prior to commencing work in the immediate vicinity of a particular installation.
- c. The Contractor is required to contact Limited Participants registered with OUPS directly when so notified. If possible, the Contractor shall change his method of operation and equipment at these places so as not to cause any damages to said installations.
- d. Any additional cost incurred shall be included in the contract sum unless during the proceedings of the project other action has been approved by the Joint Board of Commissioners.

9. Notification of Transportation Systems:

- a. The Contractor shall notify all county and township highway departments and railroad companies at least forty-eight (48) hours in advance of commencement of work within the right-of-way limits of said transportation systems. Depending on the type of work planned, coordination with railroad companies may require considerably more advanced notice.

10. ODOT Right-Of-Way:

- a. The Contractor shall notify the Ohio Department of Transportation when conducting operations within the right-of-way limits of ODOT, and shall adhere to the following:
- b. No excavated materials shall be deposited on ODOT right-of-way.
- c. No vehicles or equipment shall be permitted to perform work while on the pavement or berm.
- d. It will be the responsibility of the Contractor to establish the location of right-of-way lines and to secure all necessary permits required for use or occupation of said right-of-way.

11. Work Plan:

- a. The work plan shall consist primarily of removing brush and trees along the ditch. Work will be completed from one side, while removing brush from both sides of the ditch to reach at least 5 feet from the top edge. The side of the ditch to work on is specified in the plans. A contractor submitting a quote must be thoroughly familiar with the project.
- b. There are two branches of Schmardebeck ditch, the main branch and branch 1. Construction on the main branch will take place starting at station 23+50, which is just North of SR 2, and end at station 75+68, just west of SR 269. Work on Schmardebeck branch 1 will start at station 59+32, which is where it branches out from the main branch, and end at station 90+00.

12. Disposal of All Removed Materials:

- a. All materials cut and/or removed shall be hauled offsite, to a site determined by the contractor. No material shall be deposited in known wetland areas. This includes cut trees, logs, branches and other woody material. The cost of such hauling will be included in the lump sum price. Chipped or ground material shall be disposed on the property from which they originated and disbursed evenly with no large piles left behind. If the contractor is approached by a landowner wanting to keep any of the removed material, have the landowner contact the project engineer before leaving said material on site.

- b. The following landowners have requested trunks and branches larger than 6” diameter be left on site:

<u>Landowner</u>	<u>Begin Station</u>	<u>End Station</u>
<i>Main Branch</i>		
Rakes	44+85	48+40
Ronel	44+85	63+33
Stuckey	50+92	52+50
 <i>Branch 1</i>		
Ronel	59+32	61+37
Hallier	70+18	89+92
Bergman	78+72	100+45

Trunks and branches shall be piled on the property from which they originated at a location determined by the Engineer.

- c. There may be select trees that will remain but due to the dense vegetation, they are unable to be marked at this time. Trees designated to remain will be determined by the Engineer during construction.

13. Temporary Easements for Construction Purposes:

- a. Access points from roadways and across side channels shall be designated on the job site by the Engineer. Any deviance from the marked locations shall be approved by the Engineer prior to entrance on the property.
- b. Entry to the work is by single point access or use of the 25 foot easement along the top of the bank. The single points of access will be plainly marked at the tree line, and through the tree line or woodland to the work area. The Contractor shall follow the marked access path and may not deviate unless otherwise approved by the Engineer.

14. Completion of the Project:

- a. The Contractor shall complete this project by June 11, 2021, weather permitting. A weather diary will be kept and all non-workable days will be credited to the end of the contract. Liquidated damages shall be charged to the Contractor if the contract is not completed on or before the completion date in the amount of \$500.00 per calendar day beyond the completion date.

15. Leveling Work Area:

- a. The Contractor shall be responsible for repairing or leveling any ruts or excessive wheel tracks created in the work area by the equipment. Leveling shall be approved by the Engineer prior to moving to the next site. The cost of leveling shall be included in the lump sum price.

16. Cleanup Work:

- a. During construction the Contractor shall keep the work site, areas adjacent to the work site and access roads in an orderly condition, free and clear from debris, mud and discarded materials. Care should be taken to prevent spillage when hauling is done or equipment moved down the roadway. Any spillage or debris resulting from the Contractor's operations shall be immediately removed.
- b. Upon completion of the work, the Contractor shall remove from the work site, areas adjacent to the work site and access roads, all plant, buildings, debris, unused forms and other like material belonging to him or used under his direction during the construction. He shall grade all access roads, other than public roadways, removing wheel tracks and smoothing up such roads.

17. Method of Payment:

- a. Payments will be made on a monthly basis of completed and Engineer approved work. No extra compensation shall be allowed for any work unless the same is first ordered by the Engineer. Final payment shall be made when the work has been completed to the satisfaction of the Engineer.