GENERAL NOTES

GENERAL CONDITIONS

All work shall be performed in strict conformance with, and all materials shall comply with, the provisions of these specifications, the project drawings and such Special Provisions as may be made a part of the Contract. In the event of a conflict between these documents preference shall be given first to the drawings, secondly to the Special Provisions, and thirdly to these Specifications. Interpretation of all requirements for quality of workmanship and materials shall be made by the County Engineer and his decision shall be final and binding.

By submittal of a bid, the bidder acknowledges that he is familiar with all provisions of the law covering the subject matter of the contract, and affecting Public Work, including Chapter 6131 of the Ohio Revised Code.

INSURANCE

The Contractor shall provide the following Insurance during the life of the Contract:

(1) Workmens' Compensation as required by the laws of the State of Ohio.

(2) Public Liability and Property Damage in amounts sufficient to hold and keep the County free and harmless from any liability that may result from acts of the Contractor in the performance of the contract.

WAGES AND WORKING HOURS

The Contractor shall comply with all applicable provisions of Chapter 4115 of the Ohio Revised Code. A copy of the determination of Minimum Wage Rates for Wood County by the Department of Industrial Relations is attached hereto and made a part of the Contract Documents. The Contractor must submit a copy of his complete payroll for each date exhibiting for each employee paid any wages, his name, current address, social security number, number of hours worked each day during the pay period and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages.

QUANTITIES

The quantities of work shown in the proposal are the best estimates of actual work required that can be made by usual methods, but the accuracy of these quantities is not guaranteed. Bidders shall satisfy themselves as to the quantities of work involved and if they discover any descrepancies they shall immediately notify the County Engineer who will make such corrections as may be necessary by addendum to these Specifications.

TIME OF COMPLETION

The work shall be completed within the time indicated in the Contract. Extensions of time may be granted by the Board of Commissioners upon approval of the County Engineer. In case of such extensions, the Contractor's bond and sureties thereon shall remain liable as if the extended time had been originally named in the bond or contract. At the sole descretion of the Board of County Commissioners, the costs of engineering and inspection incurred by the County during the tenure of such authorized extensions(s) of time may be considered liquidated damages and deducted as such from any monies due or to become due to the Contractor and/or his bondsman.

If, in the opinion of the County Engineer, the work is not progressing at a rate indicative of satisfactory completion, the County Engineer may order the Contractor to furnish adequate men and equipment on the job. If the Contractor fails to comply, the Board of Commissioners may declare the Contractor to be in default, as provided by Section 6131.44 of the Ohio Revised Code.

PAYMENTS

Progress estimate payments will be made, in the case of material, for the full contract price of such material if all material under the contract has been furnished and accepted, and if material is still to be furnished under the contract, then ninety-two per-cent (92%) of the contract value of such materials furnished and accepted; for work upon the improvement, the full amount will be paid if the work required by the contract is completed and accepted, but if said work is not completed, then for ninety-two per-cent (92%) of the contract price of the amount certified completed.

Semi-monthly progress estimates may be paid, if requested by the Contractor, when the amount payable exceeds $1,000.00 for contracts vauled at $10,000.00 or more. Monthly payments may be made in all other cases when the amount due is $500.00 or more.

Progress estimates may not be paid when in the opinion of the County Engineer; (1) the materials furnished or the performance of the work is not satisfactory; (2) the progress of the work is not advancing sufficiently to meet the contract completion date or an authorized extension thereof; and (3) for any other reason(s) the County Engineer may feel justified in protecting the interests of the contractee and persons, partnerships or corporations having a right of action by law. Payment for extra work and materials will not be made unless such work and/or materials is authorized by the Board of County Commissioners.

The final estimate will be paid as soon after all terms of the contract are satisfied as it is possible for the contractee to finalize the contract.

FERTILIZING AND SEEDING

Unless otherwise shown by the plans, seed and fertilizer shall be applied to all disturbed banks of the project open ditch and the ends of structures not otherwise protected. Also, all disturbed areas such as lawns, or where brush is to be removed shall be seeded.

In accordance with Section 6131.14 of the Ohio Revised Code, a sod strip will be seeded on both sides of the ditch except where suitable vegetation cover exists. This sod strip will be a width of four feet (4') unless otherwise specified on the plans measured at right angles to the crest of the completed ditch bank. (N/A)

The seeding shall consist of 30% Kentucky 31, and 30% Perennial Rye, and 20% Kentucky Blue, and 20% Creep Red Fesque, at the rate of 100 pounds per acre. Fertilizer shall be equal to 12-12-12. Rate: 500 pounds per acre.

The seeding and fertilizer shall be applied with a hand operated seeder (or better) at the conclusion of each day's work (only during the period between March 15 and October 15 and shall not be applied when the ground is frozen). Mulching and raking are not required. No seeding shall be performed between July 15 and September 1 unless otherwise directed by the Engineer.

The basis of payment is the number of square yards seeded and fertilized according to these specifications. The basis of payment for seed and fertilizer applied to areas where tree, brush and stump are removed and disposed is included in the price of tree, brush and stump removal and disposal.

TYPE "F" (707.12) OR TYPE "E" (711.29) CONDUITS:

Type "F" (707.12) or Type "E" (711.29) conduit, if a bid item, shall be placed on the outlet of all existing lateral farm drains not now having such a run of conduit and according to the Table and Specifications below.

The length of Type "F" (707.12) or Type "E" (711.29) conduit to be placed shall be as follows:

	EXISTING TILE SIZE		
	4", 5", and 6"	8"	10" and over
New Tile Size Replacement	6"	8"	10" and over
New Tile Lengths Replacement	12 feet	12 feet	20 feet

Not more than two feet (2') of the length of Type "F" (707.12) or Type "E" (711.29) conduit, measured along the top of the conduit, shall extend beyond the completed ditch bank or extend beyond the toe of the slope; the lesser dimensions shall prevail.

The new conduit shall be joined to the existing drain by a concrete collar satisfactory to the Engineer. Backfill shall not be placed until approval is given by the Engineer.

Rods shall be placed vertically at 1½" intervals across the outlet. Holes for the rods shall not be made by burning.

Rock, placed satisfactory to the Engineer, shall be placed along the slope as a splash apron for all conduits discharging on the ditch bank.

The quantities of the various sizes of Type "F" (707.12) or Type "E" (711.29) conduit listed in the bid items are estimated. The lineal footage placed and accepted will be paid for. The unit price bid shall be compensation in full for furnishing and placing the Type "F" (707.12) or Type "E" (711.29) conduit according to these Specifications and for any other work necessary to complete the installation in a workmanlike manner.

LEVEL SPOILS

The excavated materials (spoils) shall be placed along the side of the ditch and leveled to a maximum loose depth of nine inches. No spoils, except as may be directed by the Engineer, shall be deposited or leveled closer than five feet to the crest of the completed ditch bank. Rocks four (4) inches in any one or more direction, junk, roots and other objects in the leveled spoils shall be removed and disposed of to the satisfaction of the Engineer. The costs of making these removals and disposals are to be included in the bid price of "Level Spoils". Unless otherwise directed, the spoils are to be placed and leveled on the property from which they were excavated.

In the case of a channel relocation, the spoils from the new channel are to be placed in the abandoned channel and leveled to a height that when settled will form a straight line grade between the tops of the original banks. Spoils for filling an abandoned channel may not be taken from one owner's property to another without the express written consent of the origin owner and then only after a copy of the written permission is furnished to the Engineer. It shall be the responsibility of the Contractor to furnish the necessary fill material for filling the abandoned channels. The costs of filling the old channel will not be paid for directly but shall be included in the bid price of excavation. N/A

All spoils are to be disposed of according to these specifications or as directed by the plans unless prior approval of some other arrangement is given by the Engineer. The Contractor may honor a written request of the property owner only if all of the following conditions are satisfied: (1) the Engineer can be reached by telephoning Bowling Green, Ohio 352-6531, Extension 2141; (2) the proposed arrangement of the spoils will not wash into the project channel; and (3) no change will be required in the Contractor's compensation under the contract.

EXCAVATION

All excavation shall be considered unclassified excavation and shall be bid accordingly.

The grade stakes shall govern all cuttings. The cuttings will be deemed acceptable when the full width of the ditch bottom is at grade or within six (6) inches below grade.

Earthy materials washed down to and deposited in an excavated lower reach shall be removed from the channel according to these specifications at the sole expense of the Contractor.

The bank slopes shall be cut to the inclination shown by the plans and unless otherwise directed, no slope shall be left standing steeper than that shown by the typical cross-section. The principal excavation is to be made on the inside of bends.

The planned cross-sections and the quantities computed therefrom are to be considered approximate and shall serve only as a guide to the bidder and general directions in the performance of the work.

The Item of Excavation shall include the removal and replacement of fences, bridges, piling, culverts or other obstructions; the excavation of all materials necessary for the construction of the ditch and the cleaning of it appurtenances, the disposal of excavated boulders and bed rock according to the requirements found elsewhere in these specifications; and, filling abandoned channels. This item shall also include all incidental work not specifically included elsewhere but which is necessary to make the work complete in a workmanlike manner, such as, but not limited to, the removal and disposal of brush and trees beyond the ten foot wide berm adjacent to the bank of the completed ditch for purposes of access for equipment or spreading of spoil material, dependent on the side that the work is being performed.

The Contractor shall satisfy himself as to the nature and distribution of the materials to be excavated. By the submittal of a bid, the Contractor waives his right to "extra compensation" under Section 6131.48 of the Ohio Revised Code for: (1) the removal of hard pan; (2) boulders and solid bed rock found in any one location in a quantity of five cubic yards or less; and (3) quick-sand removal and/or control the additional cost of which does not exceed three per-cent (3%) of the bid amount for excavation.

TILE OUTLETS

Tile outlets of every kind draining into the ditch shall be preserved and left open in good condition. Any outlet damaged shall be replaced at the expense of the Contractor. Outlets shown on the plans are as complete as possible, but additional outlets may be discovered during the work and such outlets must also be preserved. Corrugated metal pipe or other similar kinds of tile outlets that protrude into the completed ditch more than two feet measured along the top of the pipe from the acceptably completed bank slope or extends beyond the toe of the completed slope shall be relaid by the Contractor within these tolerances. The costs of relaying these tile outlets will not be paid for directly, but shall be included in the bid price for excavation.

TREE, BRUSH AND STUMP REMOVAL AND DISPOSAL

(A) Tree, Brush and Stump Removal and Disposal - Ditch

All brush, stumps, flood wood, felled timber and trees, which stand within the ditch and its side slopes shall be removed, piled and burned, except where prohibited.

Stumps in the planned ditch bottom must be completely removed at least one foot below finished grade. Stumps located on the bank slopes shall be completely removed if more than 50% of the cavity left by the stump removal will be eradicated by the planned excavation of the slope; otherwise, the stump shall be cut parallel to the finished slope and as low as adequate tools and equipment used for this type of work will cut. Any stump that will, in the opinion of the Engineer, significantly reduce the carrying capacity of the ditch or will catch debris, ice or cause erosion shall be completely removed one foot or more below the finished ditch or side slope elevation. If requested by the property owner, larger logs shall be placed outside of the working area for his disposal. All other trees, brush and stumps shall be disposed of by the contractor.

(B) Tree, Brush and Stump Removal and Disposal - Berm

All brush, trees, saplings, stumps, and felled timber within the 10 foot wide berm adjacent and parallel to the crest of the completed ditch, unless otherwise indicated in the plans, shall be removed sufficiently to permit automotive traffic and to the satisfaction of the Engineer.

Stumps that are left in place shall be cut to within six inches of the surface of the existing ground or flush with the top of the leveled spoils, whichever is the higher. Stump holes shall be filled and compacted with spoils.

All removals are to be piled and burned, where permissible.

TREE, BRUSH AND STUMP REMOVAL AND DISPOSAL OUTSIDE DITCH AND BERMS

Brush, trees, saplings, stumps, felled wood, etc. beyond the berms necessary to be removed for the purpose of leveling spoils and/or filling an abandoned channel shall be removed according to the Specifications for Berms. Only the trees and saplings essential to the accomplishment of the work shall be removed. The costs for this work will not be paid for directly but shall be included in the price of excavation.

FIRES

Fires shall be started only in the locations where damage is least likely to occur and no fire shall be left unattended. The Contractor and his bondsmen shall be fully responsible for any and all damages resulting from fires.

TILE, PIPE, NEW CULVERTS, STORM SEWERS AND APPURTENANCES, CONCRETE STRUCTURES, PAVEMENT, AND ALL OTHER BID ITEMS HAVING A NUMBER PRECEEDING THE ITEM DESCRIPTION:

The specifications for the materials, methods and workmanship for these items shall be the Construction and Material Specifications of the Ohio Department of Transportation current thirty (30) days prior to the date of the letting of the contract. The number preceeding the bid item is the number of the Section of the Ohio Department of Transportation Construction and Material Specifications applicable to the item. These Specifications may be examined by a prospective bidder in the office of the Wood County Engineer and the successful Contractor, upon request, may borrow a copy of the Specifications from the Engineer for the duration of the contract.

INSPECTION

The Contractor shall furnish the County Engineer with every reasonable facility and personal assistance for ascertaining that the work performed and the materials used conform with the requirements of the Contract Documents. Backfill shall not be made until the approval has been given by the County Engineer. No work shall be done or materials used without suitable inspection, and the Contractor shall keep the County Engineer informed at all times of his schedule of operations. Failure at any time to reject any defective work or material shall not in any way prevent later rejection prior to final acceptance. Rejected materials shall be removed from the site and replaced at the Contractor's expense.

DISPOSAL OF NON-COMBUSTIBLES

Stumps that cannot be completely destroyed by burning, rock, and other non-combustibles may be disposed of by burying on the property from which they were removed. The burial shall be made within the forty foot berm and with the top of the buried items to be not less than four feet below the original ground. The Contractor shall be careful not to cut a lateral tile line. Any tile damaged shall be fully restored to its former condition or better, at the sole expense of the Contractor. The Contractor shall not cover burials until he has approval to do so from the Engineer. The Contractor may place rock which has been removed from the ditch around or under the tile outlets or he may rip-rap the bank. The Contractor will not be compensated extra for this work since it is a method of disposing of the rock. The rock disposed of by this method must be approved and inspected by the Engineer.

ACCESS

The Contractor shall have sufficient access along the open ditch project to accomplish the work, unless otherwise limited or directed by the project plans. The right-of-way for projects other than open ditch work shall be specified by the project plans. The Contractor shall take into account any limited access and right-of-way and shall include in the prices of the various bit items any additional costs that may be incurred as a result thereof.

Spoil may be spread beyond project right-of-way upon written request of property owner.

Except as may be noted in the project plans, these Specifications are not to be construed to grant ingress and egress to the project right-of-way over private lands or properties lying outside of the project right-of-way.

In accodrance with Section 6141.16 of the Ohio Revised Code, the Contractor shall notify all involved railroad companies five (5) days in advance to work within the railroad right-of-way.

In the event of a dispute regarding right-of-way, the decision of the County Engineer shall be final.

GRADE AND ALIGNMENT STAKES

All grade and alignment stakes will be set by the Engineer. The Contractor shall preserve these stakes in position until such time as the Engineer authorizes their abandonment. If in the opinion of the County Engineer the Contractor is not making a reasonable effort to preserve the stakes or willfully destroys them, the cost of replacing the stakes may be deducted from the final monies due the Contractor.

FENCES, BRIDGES, CULVERTS, ETC.

When it is found necessary to remove any fence, bridge, culvert, cross-over or other artificial obstruction in order to complete the work, the same shall be removed with due care and replaced by the Contractor at his expense in the best possible manner in a like or better condition than that which existed prior to removal, except when otherwise directed by the plans.

GENERAL SUMMARY

ITEM	UNIT	QUANTITY	DESCRIPTION
	Lin. Ft.	55,052	Spoil Excavation
	Cu. Yds.	15,877	Spoil Excavation to be Leveled
	Cu. Yds.	2,747	Spoil Excavation to be hauled
	Sq. Yds.	48,376	Seeding and Fertilizing
	Lump Sum	Special	Tree, Brush and Stump Removal and Disposal
	Lump Sum		Spraying - Brush and Stump
	Lin. Ft.	4,945	6" conduit, Type "F" (707.12) or Type "E" (711.29), ASTM D-3034 (min)
	Lin. Ft.	396	6" conduit, Type "F" (707.12) or Type "E" (711.29) ASTM D-3034 (min) (Tile outlets on roadside)
	Lin. Ft.	288	8" conduit, Type "F" (707.12) or Type "E" (711.29) ASTM D-3034 (min.)
	Lin. Ft.	96	8" conduit, Type "F" (707.12) or Type "E" (711.29) ASTM D-3034 (min.) (Tile outlets on roadside)
	Lin. Ft.	140	10" conduit, Type "F" (707.12) or Type "E" (711.29) ASTM D-3034 (min.)
	Lin. Ft.	100	10" conduit, Type "F" (707.12) or Type "E" (711.29) ASTM D-3034 (min.) (Tile outlets on roadside)
	Lin. Ft.	140	12" conduit, Type "F" (707.12) or Type "E" (711.29) ASTM D-3034 (min.)
	Lin. Ft.	120	12" conduit, Type "F" (707.12) or Type "E" (711.29) ASTM D-3034 (min.) (Tile outlets on roadside)
	Outlets	103	Placement of Stone Aprons
	Outlets	41	Placement of Animal Guard
	Cu. Yds.	1054	Rock Channel Protection, Type "C" without bedding
	Lump Sum	Special	Removal and Disposal of Debris
	Lump Sum	Special	Removal and Disposal of Stone
	Lump Sum	Special	Removal and Disposal of Concrete
	Lump Sum	Special	Removal and Disposal of Abandoned Farm Bridge
	Lump Sum	Special	Removal and Disposal of Fence
	Lump Sum	Special	Removal and Disposal of Railroad Ties
	Lin. Ft.	40	Special - Str. B2-1 - Put into place 30" reinforced concrete sewer and culvert pipe tongue and groove
	Lump Sum	Special	Removal and Disposal - Str B2-1 - 18' of 24" culvert pipe

CULVERTS

	EXISTING PIPE						
Structure No.	Sta. Begin	Sta. End	Size	Length	Type	Work to be Done	Drain. Area
Branch #2							
B2-1	14+59	14+77	24"	18'	Vit. pipe	Replaced with 40' of 30" pipe	82 acres
Branch #1							
B1-9	135+49	135+90	96"x66"	41'	CMP	To be Lowered	986 acres