

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 13-2016
INTRODUCED BY: Carol Kremer
DATE PASSED: June 13, 2016

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA VALLEY NATIONAL PARK FOR SPECIFIC ROADSIDE MAINTENANCE SERVICES

WHEREAS, in past years, the Village and the Cuyahoga Valley National Park (the "Park") have entered into an agreement in which the Park pays the Village to perform specific roadside maintenance services along primary Park thru-roads in the Village; and

WHEREAS, the Park has requested that the Village enter into such an agreement for the current year for a fixed price of \$8,000.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby authorizes the Mayor to enter into an agreement with the Park for the performance of specific roadside maintenance services along primary Park thru-roads in the Village for a fixed price of \$8,000 pursuant to the directives set forth in the attached Cuyahoga Valley National Park April 15, 2015 Statement of Work.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

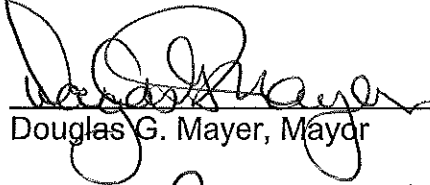
SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that it is necessary for the Village to commence receiving compensation pursuant to the agreement, and therefore, this Resolution shall take immediate effect upon its passage.

SECTION 4. Effective Date. This Resolution shall take effect on the 13 day of June, 2016.

RESOLUTION 13-2016
PAGE TWO

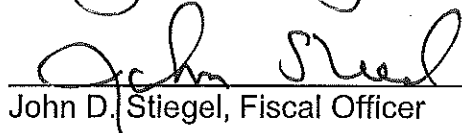
IN WITNESS WHEREOF, we have hereunto set our hands this 13 day
of June, 2016.

Passed:



Douglas G. Mayer, Mayor

Attest:



John D. Stiegel, Fiscal Officer

Approved as to Legal Form.



Bradric T. Bryan, Solicitor

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 13 day of June, 2016.



John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 20 day of JUNE, 2016, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



John D. Stiegel, Fiscal Officer

DRAFT

DRAFT

**Cuyahoga Valley National Park
Brecksville Ohio**

April 15, 2015

**STATEMENT OF WORK
Municipal Roadside Vegetation and Culvert Cleaning-**



DRAFT

DRAFT

**NATIONAL PARK SERVICE
MIDWEST REGION
OHIO MAJOR ACQUISITION BUYING OFFICE**

DRAFT

DRAFT

1.0 **Description of Services** – Cuyahoga Valley National Park is contracting for specific roadside vegetation maintenance services. The work consists of removing vegetation along primary park thru- roads, ditch-line clearing, removal of windthrow and snow-break from the road prism and maintenance of culverts in accordance with the statement of work, terms and provisions set forth.

1.1 **Applicable Directives for Project** - In November 1991, Public Law 102-154 was enacted, which contains the following language:

Provided further, That hereafter appropriations for maintenance and improvement of roads within the boundary of the Cuyahoga Valley National Recreation Area shall be available for such purposes without regard to whether title to such road rights-of-way is in the United States:

1.2 **Description of Treatment Sites** – The projects proposed under this scope would be self-performed by each community or sub contracted out to private vendors of their choosing. The primary contract will be with each of the four municipalities currently covered in the Park's Road Assistance Program which are;

1. Village of Valley View
6848 Hathaway Road
Valley View, OH 44125
2. Village of Boston Heights
45 East Boston Mills Road
Hudson, OH 44236
3. Village of Peninsula
PO Box 177
Peninsula, OH 44264
4. Boston Township
PO Box 123
Peninsula, OH 44264

1.3 **Work Locations** - Project areas are located throughout the four municipalities listed in section 1.2. The roads to be treated will be identified by the municipality and agreed upon with the Park COTR prior to initiation of the work. Work will be paid for on a lineal foot basis for both vegetation removal and culvert cleaning as outlined on the bid sheet. This contract is for an annualized amount of vegetation and or culvert cleaning at a linear unit price. It is NOT a guarantee of specific work being accomplished on any singular or specific roadway. The government COR will inspect all agreed upon work to confirm lineal footage completed prior to approval of payment on the contract.

1.4 **Access** – Municipalities have full authority to gain access to every roadway within this statement of work.

1.5 Hazardous Materials and Solid Waste Discovery

1.5.1 If, in connection with the operation under this contract, the Contractor, subcontractor, or the employees of them discovers, encounters or becomes aware of any hazardous materials or solid waste on the project area, such as closed glass or plastic containers, barrels, chemical and oil spills, the Contractor shall immediately suspend all operations in the vicinity of the hazardous material or solid waste and shall notify the Authority Having Jurisdiction (AHJ). Operations may resume at the discovery site upon receipt of written instructions. No objects of hazardous materials or solid waste shall be removed from the project area. Where AHJ is in question, the Park 24 hour communication center should be contacted immediately at 1-800-433-1986

1.5.2 Refuel power equipment at least 150 feet distance from water bodies to prevent direct delivery of contaminants to a water body. All oil, fuel and hydraulic lines shall be in proper working condition to minimize leakage.

1.5.3 Fuel and oil containers shall be removed from the project site and disposed of in a legal manner.

1.5.4 Dumping of any waste material at any time, including any waste generated by the Contractor during the commission of work under this contract, on surrounding Federal lands is a violation of Federal Law (43 CFR 8365.1-1(b)(1) and (4).

1.6 Cultural Resource Protection

1.6.1 If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area such as historical objects or prehistoric fossils or artifacts, the Contractor will immediately suspend all operations in the vicinity of the cultural value and will notify the Park 24 hour Communications Center of the findings. Operations may resume at the discovery site upon receipt of written instructions. No objects of cultural value may be removed.

1.7 Treatment Priority - The sequence of work will be determined by the COR for each roadway at a prework site visit and may be subject to change.

1.8 Performance Period - Roadside brushing shall be performed on a year-round basis if needed, but would likely occur during peak late spring or early summer growing season.

2.0 DEFINITIONS

Bole – The main tree trunk.

Branch Collar – The living ring of wood, or basal enlargement, where the branch emerges from the bole.

Cubic Yard Mile - One cubic yard of material moved one mile.

Culvert - Any structure which provides a passageway, drain, or waterway under a road or embankment.

Cut Bank – That portion of the road prism formed by the removal of material during construction of the road.

Cutting Limits - The vegetation cutting and removal area described in the statement of work.

Daylighted – That portion of the road constructed by removing all material and leaving no cutbanks on either side of the road.

DBH – Diameter of the tree at breast height, measured at a point 4 ½ feet above ground level from the uphill side of the tree.

Drainage Ditch - A specific type of furrow ditch located within or abutting the roadbed.

Fill Slope – That portion of the road constructed on material placed in embankments.

Hang-up - Trees that have been cut by the Contractor or natural debris leaning into or lodged in other uncut trees that will need to be removed and scattered down slope.

Right-of-Way - A general term denoting land, property, or interest therein (usually a strip) acquired for or devoted to transportation purposes.

Road Prism – That area extending from the top of the cutbank to eight feet beyond the outside edge of the road.

Roadbed - The portion of a road within the intersection of the top surface and side slopes, excluding that portion of the ditch below the top surface.

Roadside - A general term denoting the area between the roadway and the Right-of- Way line.

Running Surface - The portion of the roadway or bridge for the movement of vehicles, exclusive of shoulders on asphalt paved roads. The edge of a gravel road is the edge of the processed and compacted gravel. When a road is without a well-defined edge, or is a dirt road, the edge of the road will be designated by the PI.

Sight Distance - The length of road or bridge ahead visible to the vehicle driver.

Shoulder - The portion of the roadway contiguous with the running surface for accommodation of stopped vehicles or emergency use.

Stem - For this contract, any tree or portion of the bole of a tree to be removed from the road Prism.

Surface Course - The top layer of a pavement structure, sometimes called the wearing course, usually designed to resist skidding, traffic abrasion, and the disintegrating effects of climate.

Traveled Way - The portion of the roadway for the movement of vehicles, exclusive of shoulders on asphalt paved roads. For purpose of this contract, traveled way includes turnouts and curve widening.

Turnouts - A short auxiliary lane on a one-lane road provided for safe passage of meeting vehicles.

Vegetation - All living or dead grass, trees, brush, ferns, woody plants, vines etc.

3.0 CONTRACTOR-FURNISHED ITEMS

3.1 The Contractor shall furnish all labor, equipment, crew supervision, transportation, supplies (to include a measuring device to measure DBH) and incidentals and perform all work necessary to cut and remove trees and other vegetation in accordance with the enclosed terms, statement of work, conditions and provisions.

3.3 Crew Requirements - The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work within the performance time allocated for each Item. The Contractor shall notify the COR in advance of the location and number of crews working on the contract.

3.3.1 Supervisor Requirements - The Contractor shall designate one supervisor for each crew. Supervisors shall be identified by the Contractor at the prework site visit. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.

3.3.2 The person designated by the Contractor as supervisor must actually perform in that

capacity. The supervisor must, therefore, effectively direct the crew by:

- a. making formal inspections of the crews' work.
- b. advising the crew of any discrepancies found in the work that deviate from the statement of work, and providing instructions for correcting any improper work.

3.3.3 The supervisor shall be present at the work site each day. If a supervisor is not present, the crew will not be permitted to work.

3.3.4 The supervisor shall have a copy of the contract and know the requirements of the contract including technical requirements and work locations. The Project Inspector (PI) will not act as a supervisor to the crew(s). The PI may require that the supervisor act solely as the supervisor and perform no other work if work quality is found to be below acceptable quality standards.

4.0 **GOVERNMENT-FURNISHED PROPERTY** - The Government shall supply current contracting documents and COTR and emergency contact references.

5.0 **SPECIFIC TASKS -- ALL ITEMS**

5.1 Work shall be performed with mechanized equipment with some work requiring hand and power tools, including chainsaws. The area to be cut shall consist of the roadbed surface, ditch, cut slopes and fill slopes.

5.2 No metal-tracked equipment shall be permitted to operate on paved or oiled road surfaces

5.3 **Cutting Areas**

5.3.1 **Cutting Limits** - For road brushing, the measured distance of ten feet, as measured horizontal from the edge of the road surfacing on both sides of the road and up to fourteen feet in height as measured vertically. Turnouts are considered part of the roadbed.

5.3.2 **Bridges** - The cutting limits beneath or adjacent to bridges shall extend 10 feet horizontally from each side of the outermost projected line of the bridge including abutments, curbs, rails or decks. All brush and trees shall be cut in accordance with

5.4 and cut brush and trees shall be removed from beneath the bridge and from the stream channel in accordance with 5.5.

5.4 **Cutting Requirements**

5.4.1 Cut all vegetation live or dead within the cutting limits that is six inches or taller in height and four inches DBH or less. Cuts shall be as close to parallel with the

existing ground surface as possible.

5.4.2 Hand prune all limbs from vegetation that have a trunk or bole greater than six inches DBH within the cutting limits. Limbs shall be cut to within (1) inch of the branch collar at the trunk or bole when limbs are facing or affecting the roadway surface.
No scarring or other damage of tree trunks or boles shall be allowed. A minimum (1/3) tree crown shall be maintained on any pruned tree.

5.4.3 Down dead material shall be removed from the roadway and ditches. Down material leaning into the cutting limit shall be cut and scattered. No material shall be left extending beyond the top of any cutbank.

5.5 Debris - Handling and Disposal

5.5.1 Debris resulting from roadside brushing shall be scattered down slope below the road shoulder outside of the work area. No debris shall be left in the ditches, channels, catch basins, culverts, or roadbed. Some scattered debris will be allowed on the cutslope if it is stable and will not roll into the ditch or road. No debris shall be left within four feet of culvert inlets or outlets.

5.5.2 Scattered debris shall not be allowed to accumulate in concentrations. Concentrations are defined as any debris, limbs or branches touching each other or piled on top of each other or any material sticking up over two feet in elevation above the ground. Concentrations that exceed two feet may require additional treatment by the Contractor.

5.5.3 Cut trees or debris shall not be allowed to stand or lean against other standing uncut trees or brush. Such "hangups" shall be removed, reduced and scattered down slope.

5.5.4 Brush cutting shall not be allowed further than one mile ahead of debris clean up. Clean up shall be completed each day.

5.5.5 Ditch clearing shall consist of the removal of slough and slide material where such material is impeding normal ditchline flow and or partially or fully blocking the traveled way. Material shall typically be removed using a rubber tired loader and dump truck and be placed in a site approved by the COR.

5.6 Existing Signs or Markers - Road signs and culvert markers are to remain in place and undamaged along the road system.

5.7 Public Traffic - The Contractor shall provide traffic warning signs meeting the minimum requirements as stated in the Manual for Uniform Traffic Control Devices (MUTCD) for shape, size, color and legend. Signs shall be placed at each end of the

active operating areas.

5.8 **Project Area Clean Up** - All project areas shall be cleared of debris, refuse, garbage, etc. that may have been left by the Contractor. All such debris, garbage, and refuse shall be removed from the project areas by the Contractor and disposed of legally off site before payment is made.

5.9 **Special Treatment Requirements**

5.9.1 **Equipment Washing - (All Items)** - Mechanical brush cutters shall be washed prior to the beginning of a job and upon completion of that job when equipment is crossing county lines. Removal of all dirt, brush, and vegetative material from the frame, grille, bumpers, undercarriage, drive train, wheel wells, and cutting head shall be completed to help stop the spread of noxious weed seeds, destructive insects, or other possible blights or diseases outside the county boundaries.

6.0 **Quality Control and Government Remedies**

6.1 **Surveillance Plan**

6.1.1 All work included in the statement of work shall be subject to inspections by the Government at periodic intervals during the performance of the work. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the specification requirements.

6.1.2 Government inspection of completed treatment sites will occur after Contractor provides notification of completion. Payment will be based on the Government inspection results.

6.13 The COR will make periodic inspections as a basis for payment and to make recommendations for adjustments in work quality. Inspections will be based on a 100% visual pass/fail inspection of the work area for compliance with the statement of work. Any area(s) found to not be in compliance with the statement of work will be identified by the COR and will be required to be corrected by the Contractor. The Contractor is encouraged to observe inspections while they are being made.

7.0 **Acceptance**

7.1 Final acceptance will be based on work performed in accordance with the statement of work and drawings on a road by road basis for each task order.

7.2 **Satisfactory Work Quality** - A work quality of 100% is targeted.

7.3 **Unsatisfactory Work Quality**

- 7.3.1 Based on inspection results, if the work quality falls below 100%, the COR shall immediately notify the Contractor and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to 100% within three days, the COR may issue a suspend order, until mutual corrective actions can be agreed upon.
- 7.3.2 If uncut vegetation or untreated debris are the primary reason for unsatisfactory work, the treatment area shall be reworked to obtain 100% work quality.
- 8.0 **Payment**
- 8.1 Payment will be based on Government inspection results.
- 8.2.1 Payment will be made for the actual number of lineal feet of roadway actually treated as measured to the nearest whole foot. A standard "wheeled" measure will be utilized to determine the lineal feet or both roadway and lineal feet of culvert cleared.
- 8.2.2 Payment will be made at the unit price set forth in the task order, for the actual lineal feet completed inspected and accepted by the Government. This payment will constitute full compensation for all materials, labor and incidentals required to complete the work.
- 9.0 **Invoices -- Follow Instructions in the notice of award received from the contracting office.**
- 10.0 **Period of Performance**
- 10.1 **Performance Time** - The Contractor shall begin work within five calendar days from the effective date of the notice to proceed for each task order. The Contractor shall continue performance of the work under each task order without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in each task order.
- 11.0 **COR**
- 11.1 The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.
- 11.2 "Project Inspector" (PI) means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

- 11.3 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.
- 11.4 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.
- 12.0 **Work Hours** - Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Saturday or Sunday unless mutually agreed upon.
- 13.0 **Subcontracts** - If the contractor desires to subcontract any work under the contract, it shall obtain the CO's written consent. The request to subcontract shall contain the following information:
- a. Name of subcontractor
 - b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.
- 14.0 **Restoration of Resources**
- 14.1 **Cleanup** - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.
- 14.2 **Access Roads** - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.
- 15.0 **Spill Prevention, Control, and Countermeasure Plan (SPCC)**
- 15.1 The Contractor shall develop a SPCC Plan. The SPCC Plan will be reviewed and accepted by the Contracting Officer prior to initiating project work. Upon request, an example of a SPCC Plan may be obtained from the Park Designated Safety Official. The SPCC Plan shall, as a minimum, contain the following information:
- a. Response Priorities

- b. Contractor Representative in Charge
- c. Duties of Contractor Personnel
- d. Contractor Emergency Response Procedures
- e. Contents of Spill Containment Kit (SCK)
- f. Spill Response Diagram

16.1 **Spill Containment Kit (SCK)** - The Contractor shall have a SCK, as described in the SPCC, on-site during any operation and provide training to employees on how components of the SCK are used. A typical spill kit will contain a quantity of absorbent floating boom, pads and pillows, as well as heavy-gauge plastic bags to contain soiled absorbents. An appropriately sized SCK containment kit shall be present on site sized based on equipment and operational scale. These are often packed in a self-contained drum suitable for transport, and containment of used materials.

16.2 The SCK must be designed for use with petroleum products, and must contain, as a minimum, the following items:

- a. Two Bales
- b. 200 Pads/Bale, of Absorbent Pads
- c. One Absorbent Sweep
- d. Gloves (PVC and Latex), Goggles, and Garbage Bags

26.6 The Contractor shall implement the Emergency Response Actions described in the SPCC plan. Those actions include, but are not limited to, immediate action to protect employee health and safety, immediate action to stop the flow of product from the equipment, removal of equipment from the waterway if required and/or possible, deployment of the absorbent booms and pads downstream from the equipment, and any other immediate action as directed by the on-site Government representative. The Contractor shall be responsible for cleanup/removal and proper disposal of contaminated materials from the site.

27.0 **Award**

27.1 The Government may elect to make single or multiple contract awards to up to four municipalities under this contract unit pricing.

