

**GENERAL SPECIFICATIONS – Jackson Township Sherwood Forest Property**

VPA-HIP; Rip airstrip, plant 500 trees, spread and roll 40 tons of 2a stone, cut and stump treat autumn olive, and spot spray multiflora rose & barberry.

**I. SCOPE OF WORK:**

The Pennsylvania Game Commission, Northeast Region, requires **9.5 acres of cutting and herbicide application service, tree planting 500 saplings on 4 acres, and spread and roll 40 tons of 2a stone.** Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, materials, and equipment for the herbicide treatment as per Attachment 1. *All Purchase Orders require the contractor to provide the equipment, herbicide, water, surfactants, dyes, any other adjuvants, labor, insurance, and all miscellaneous expenses to complete the operation.*

Any questions concerning the technical aspects of this bid should be directed to the Northeast Region Wildlife Diversity Biologist, Rich Fritsky at [rfritsky@pa.gov](mailto:rfritsky@pa.gov) 570-406-6690.

**II. PROJECT LOCATION:**

Property of Jackson Township, Monroe County. From PA-715, take Smith Hill Road for 0.1 mile, and turn right onto Sherwood Forest Rd for 2 miles.  
Coordinates: 40.9681, -75.3555.

**III. CONTRACT TASKS:**

**A.** The 4-acre airstrip is to be prepared for tree planting:

i. Using a dozer size equivalent to a Cat D-8 or larger, ripping to a depth of 4 feet or more with a single-shank ripper. Four furrows are to be ripped 10 feet apart along the entire length of the airstrip (approx. 1,900 feet × 4).

ii. Containerized trees are to be planted at 15-foot spacing along the furrows.

**Completed by Sept 31, 2018.**

1. 60 Chokeberry
2. 60 chokecherry
3. 60 elderberry
4. 60 witchhazel
5. 60 nannyberry
6. 60 maple-leaf viburnum
7. 60 grey-stem dogwood
8. 60 red-osier dogwood

**B.** Cut and leave all aspens on approximately 1/3 acre, **between July 1 and August 31, 2018.**

**C.** Cut and stump treat with Garlon 3a or Garlon 4 Ultra herbicide all Autumn Olive and Russian Olive on approximately **1 acre, between July 1 & August 31, 2018.**

- i. Contractor shall comply with spray specifications provided in Attachment 1, Herbicide Specifications.

**D.** Spot herbicide application (not a broadcast treatment of entire field) of glyphosate to patches of Japanese Barberry and Multiflora Rose on approximately **7.5 acres**, more or less, **between July 1 & August 31, 2018.**

- i. Contractor shall comply with spray specifications provided in Attachment 1, Herbicide Specifications.

**E.** Spread 40 tons of 2a stone and roll with a 10-ton vibratory roller.

**IV. SITE INSPECTION AND ASSISTANCE:**

ONE tour will be conducted on June 8, 2018. You must register with Rich Fritsky at [rfritsky@pa.gov](mailto:rfritsky@pa.gov) to get directions and details.

**V. CONTRACT REQUIREMENTS:**

- A. All work specified in Attachment 1 must be completed **between July 1<sup>st</sup> and August 31<sup>st</sup>, 2018** to ensure adequate kill of the Autumn Olive, Russian Olive, Multiflora Rose, and Japanese Barberry.
- B. The Contractor shall provide **proof of current Commercial Pesticide License and Applicator Certification** issued by the Pennsylvania Department of Agriculture. Upon completion of the project, the contractor will furnish PGC a copy of the **chemical use records log**.
- C. The Contractor agrees to comply with all attachments. The Commission reserves the right to reject any or all bids

**VI. RECALL TREATMENT:**

Recall treatment resulting from misses and faulty application will be at the contractor's expense. The Contractor will be required to treat, without any additional compensation, areas not treated due to skips, faulty application or equipment limitations that were not immediately apparent after initial application. The PGC representative will make this decision within nine (9) months of the initial application and will transmit a final written decision to the contractor with the exact locations and time frames that these areas must be retreated. Thereafter, the Contractor will be required to complete the retreatment by the date specified in the PGC representative's letter. These areas must be treated as per the original specifications.

**VII. FAILURE TO PERFORM:**

The operator will be required to treat all acreage specified in the contract within the service delivery dates.

- A. **TREATMENT AREA** – Operator personnel are expected to know the location of treatment areas.
- B. **TREATMENT QUALITY** – Operator personnel are expected to know the technical requirements and application standards. Failure to apply treatment properly will result in recall treatment as listed in Item VI above. Failure to

perform recall treatments or subsequent failure to adhere to application specifications may result in Performance Surety forfeiture and the Contractor being declared ineligible for future contract awards.

**VIII. HOLD HARMLESS:**

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth and Jackson Township from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by the contractor.

**IX. INSURANCE REQUIREMENTS:**

- A. The Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth. Contractor must provide proof of insurance as specified in Items A and B for equipment owned, leased, rented, subcontracted, or otherwise utilized by the Contractor and for all personnel hired, subcontracted, or otherwise employed by the Contractor.
- B. Such policies shall name the Commonwealth as an additional insured. Prior to the commencement of work under the Purchase Order(s), Operator must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverages afforded under the policy shall not be canceled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth.
- C. The Contractor will provide Worker's Compensation insurance sufficient to cover all of the employees of contractor working to fulfill this contract.
- D. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the contractor from claims arising out of the performance of the contract. The amount of Bodily Injury Insurance shall not be less than \$300,000.00 for injury to or death of persons per occurrence. The amount of Property Damage Insurance shall not be less than \$300,000.00 per occurrence.

**X. BID AWARD:**

**Vendors must either accept payment via credit card, or have a vendor number with the Commonwealth.**

Vendors in need of a vendor number may access the website [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) or phone (877) 435-7363 or (717) 346-2676 or email [ra-srmhelp@state.pa.us](mailto:ra-srmhelp@state.pa.us) for assistance to register as a new vendor or, if you are an existing vendor, to change a main or remit to address. This is a Department of General Services (DGS) website so you need to contact them directly if you have any problems with the website.

The bid as a per acre price shall include all labor, supervision, tools, equipment,

herbicide, surfactants, dyes, adjuvants, water, insurance and all miscellaneous expenses necessary for the completion of the project.

The Contractor shall be paid for the completed project at the unit price bid for ACTUAL acres treated, not to exceed those in the contract specifications (Attachment 1) and as determined by a PGC representative.

**XI. PERFORMANCE BOND:**

A. As further guarantee of faithful performance of the conditions set forth in this Contract, the successful bidder hereby agrees to furnish the Commission with Certified Check, Savings Account, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission as **bond in the amount of \$3,000.00**. Bond must be paid to the Commission before commencement of work.

**ANY SECURITY POSTED MUST HAVE AN EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.**

B. It is further agreed that any performance bond guarantees the complete and faithful performance of this contract and full compliance with the conditions set forth herein, particularly as to construction repairs, restorations or other conditions to be performed and the Principal and Surety shall in no way be released or either of them, their executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such repair involving construction restoration and conditions to be performed, and extension or forbearance hereof being hereby waived.

C. Failure to comply with any of the conditions of the contract herein mentioned shall result in cancellation of the agreement and forfeiture of the performance bond to cover damages sustained by the Commission and the Commission may declare the Contractor ineligible to bid on future contracts.

**XII. CONTRACT TERM:**

The contract term shall commence upon contractor's receipt of a bid award notice from the PA Game Commission that includes a notice to proceed. The Commonwealth may terminate this contract for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

**XIII. PAYMENT TERMS:**

Payment shall be on a reimbursement basis for actual acres treated pursuant to these contract specifications as determined by a PGC representative following final site inspection.

## ATTACHMENT 1: HERBICIDE SPECIFICATIONS

### Jackson Township VPA-HIP autumn olive cutting & stump spraying; multiflora rose and barberry spot foliar spray.

#### 1. DELINEATION OF TREATMENT AREA

- A. Unit A is ~1.5 acres, B is ~1.5 acres, C is ~2 acres, D is ~1.5 acres, E is ~1.0, and the olive area is ~1 acre, more or less, as identified on the attached maps.
- B. It is the responsibility of the contractor to be certain of the location and intended treatment for all areas specified under this contract before and during performance of work.

#### 2. IMPLEMENTATION REQUIREMENTS

- A. Timeline and location for spraying:
  - i. All Units will be sprayed **between July 1 and August 31, 2018**. Application cannot occur until 24 hours after a rainfall event. Application cannot occur if rain is forecasted within 48 hours of application.
- B. Herbicide to be used and location:
  - i. Cut and stump treat Autumn Olive with Garlon 3a or Garlon 4 Ultra. Application cannot occur until 24 hours after a rainfall event. Application cannot occur if rain is forecasted within 48 hours of application.
  - ii. Spot treat Japanese Barberry and Multiflora Rose. They need to be sprayed after leaf-out (after June 30). This is a spot treatment of individual plants NOT a broadcast of entire area.
    - Low Volume Application
    - Glyphosate at 4% (5 oz./gallon of water)
    - Escort XP (1 gram/gallon of water)
    - Application cannot occur until 24 hours after a rainfall event. Application cannot occur if rain is forecasted within 48 hours of application.
- C. Application method:
  - i. Backpack sprayers are acceptable for autumn olive stump treatment and for foliar application of multiflora rose and barberry.

#### 3. OTHER REQUIREMENTS

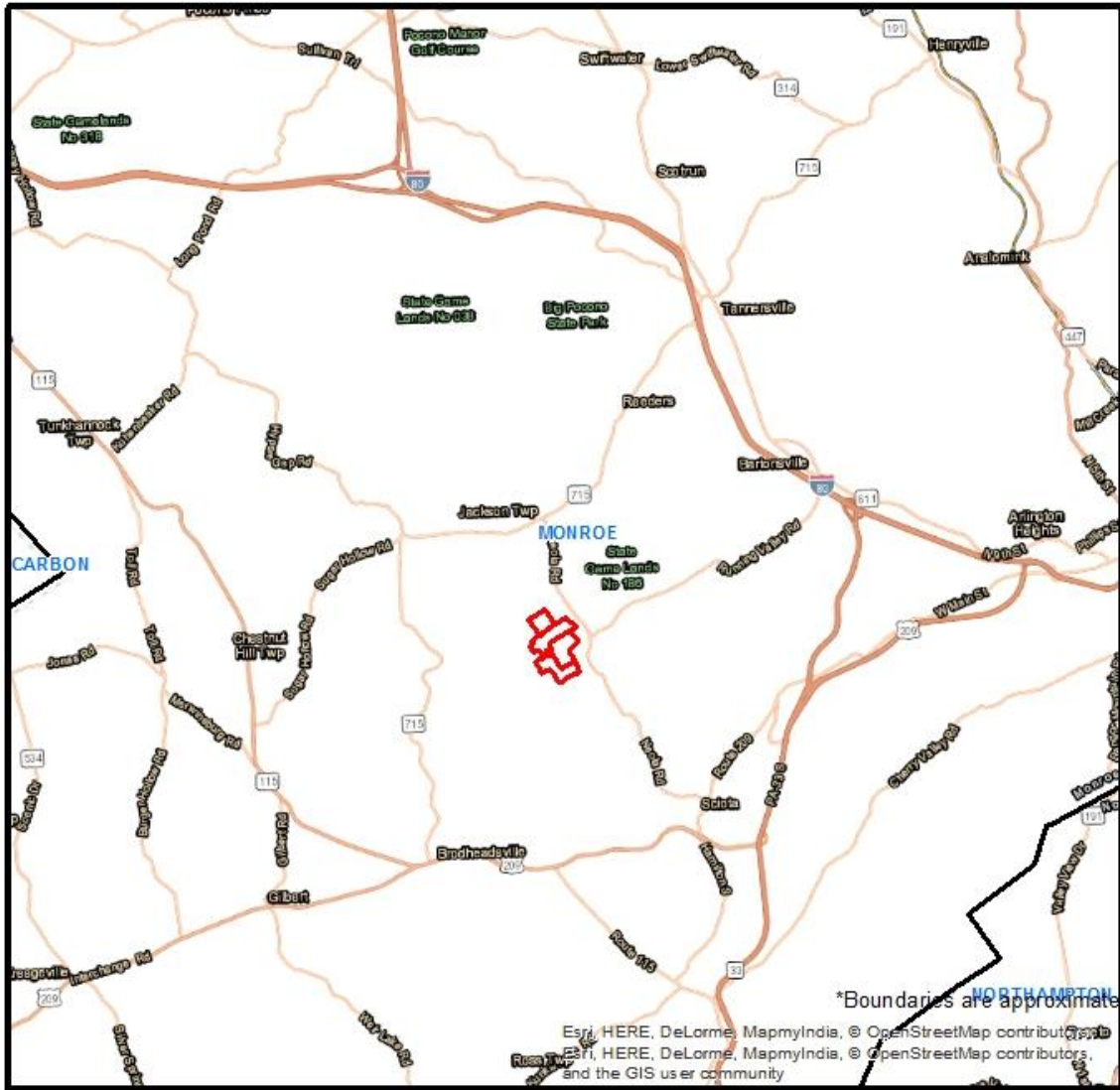
- A. The operator must guarantee complete and accurate coverage of the project areas. If any project area is missed or improperly treated, it will be re-treated at the contractor's expense. A final inspection will be conducted by PGC personnel within one month after the completion of the project to ensure satisfactory results.
- B. All herbicide application must be conducted between dawn and dusk (i.e., during daylight

hours). Care must be taken to avoid damage to and spraying of trees marked with paint or nearby hardwood seedlings. All spray material will remain within designated block boundaries and away from sensitive areas including open water. Application cannot occur when the leaves are wet from dew or rain.

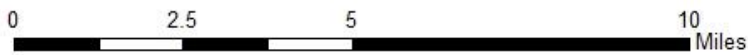
- C. An emergency spill kit must be available at all times during active operations on the project site. If the contractor does not have access to a spill kit, one will be loaned to them for the duration of the project.
- D. Contractors will not remove flora or fauna from the property, including fuel wood. The contractor will remove all trash and garbage, personal and otherwise, generated from the completion of this contract.
- E. The contractor will notify the PGC (Rich Fritsky) **three** days (72 hours) prior to beginning work on the project. The contractor may work at times other than the schedule of the PGC representative. However, questions or other relevant concerns needing to be addressed on site will only occur on weekdays from 9:00 am to no later than 2:00 p.m.
- F. The contractor may be present during the final inspection and will furnish PGC a copy of the chemical use records log at the completion of the project.

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\*Mention of trade names, brands, or registered products does not imply or constitute endorsement by the PGC



1 inch = 12,500 feet



**Legend**

Chestnut\_Jackson TWP - PGC Public Access



Rich Fritsky











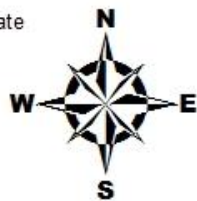
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**Legend**

-  Jackson TWP - PGC Public Access
-  Spot spray barberry & rose - 7.5 ac.
-  Olive cut and stump spray - 1 acre
-  Cut Aspens - 1/3 acre
-  Tree Planting Area - 4 acres
-  Parking Lot - Spread 2A Stone

\*Boundaries are approximate



Rich Fritsky





1 inch = 483 feet

**Legend**

- Chestnut\_Jackson TWP - PGC Public Access
- Safety Zone
- Cut Aspens - 1/3 acre
- Tree Planting Area - 4 acres
- Parking Lot - Spread 2A Stone



Rich Fritsky