

GENERAL SPECIFICATIONS

SGL 235 LSR Basal Spray Herbicide Project

I. SCOPE OF WORK:

The Pennsylvania Game Commission (PGC), Southcentral Region, requires herbicide services on 55 acres of State Game Lands (SGL) 235 in Franklin County. Services shall include, but not be limited to, the furnishing of all materials, labor, superintendence, tools and equipment for the herbicide treatment as per the attached specifications. **The contractor is required to provide the equipment, labor, insurance, and all miscellaneous expenses to complete the operation.**

Any questions concerning the technical aspects of this bid should be directed to the Regional Forester:

Roy Bucher
PGC, Southcentral Region
8627 William Penn Highway
Huntingdon, PA 16652
814-643-1831-Ext 484
Fax 814-643-2952
rbucher@pa.gov

Any questions concerning the site characteristics and location of this project should be directed to Assistant Regional Forester Brent McNeal at 814-251-4801.

II. CONTRACT TASKS:

A. Project Location:

1. The project consists of one (1) site location as follows:

Block 1 (16 acres) and Block 2 (39 acres): SGL 235, Franklin County, St.
Thomas Township
N 39.9780, W 77.8631

- B. Perform a basal bark herbicide application to **ALL** *black birch* stems between 2" dbh and 10" dbh, within the Herbicide Application Specifications. Specifically within both blocks 1 and 2 for a combined 55 acres.

- C. Contractor shall comply with Attachment 1, Herbicide Application Specifications.

III. SITE INSPECTION AND ASSISTANCE:

- A. A one-time-only site tour for prospective bidders will be conducted by PGC personnel on March 21, 2019, beginning at 9:00 AM at the PGC parking area at the southern end of Upper Horse Valley Road (N 39.988658 W 77.8502), approximately 6.6 miles south of the intersection of Upper Horse Valley Road and SR 533. Notification of attendance is required by March 19, 2019. **Notification is to be made with Assistant Regional Forester Brent McNeal at the number above. If no one schedules to meet the tour**

will be cancelled. PGC recommends all potential bidders to visit project site locations.

IV. CONTRACT REQUIREMENTS:

- A. Work may begin July 1, 2019, unless weather and/or ground conditions are not conducive to apply herbicide according to label specs. This will be determined by PGC forestry representative.
- B. All work must be completed by November 1, 2019.
- C. The contractor shall provide proof of current Commercial Pesticide License and Applicator Certification issued by the PA Department of Agriculture.
- D. No extensions will be granted.
- E. The contractor agrees to comply with all attachments.
- F. The Operator is obligated to furnish equipment, materials, support equipment, and personnel necessary to produce a result with the specifications herein, Contract Requirements and Herbicide Application Specifications. The Operator maintains responsibility for an entire project even if another organization is providing part of the equipment and/or personnel.
- G. As further guarantee of faithful performance of the conditions set forth in this Contract, the successful bidder hereby agrees to furnish the Commission, within 10 days of bid award, with a Certified or Bank Check, payable to the Pennsylvania Game Commission, in the amount of \$500.00.
- H. Failure to comply with any of the terms or conditions of the Contract may result in cancellation of the agreement and claim may be made against the surety or the security for all or part of the damages sustained by such noncompliance.
- I. Any extension of time under the Contract, or forbearance of cancellation and claim against the surety will not result in a release of the surety or the Principal from their obligations under the Contract and the surety.
- J. The contractor shall comply with all State Game Lands regulations.
- K. An emergency spill kit, large enough for equipment being used, must be available on site at all times during active operations.
- L. Contractor must submit invoice to Regional Forester following completion of work requirements, final inspection and forester approval. Payment will be by credit card (MasterCard) or non-PO payment.

V. INSURANCE REQUIREMENTS:

- A. The contractor will provide Worker's Compensation insurance sufficient to cover all of the employees of contractor working to fulfill this contract.
- B. 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.

Such policies shall name the Commonwealth as an additional insured. Prior to the commencement of work under this contract, the contractor must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverage 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.

HOLD HARMLESS: The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth 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.

VI. DAMAGE TO COMMONWEALTH PROPERTY:

The Contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this habitat project. The Contractor will be given one (1) written warning that damage is becoming excessive and if the action continues damages will be assessed.

- A. **TIMBER DAMAGES** – When, in the opinion of the Assistant Regional Forester, damage to the residual stand becomes excessive the Contractor shall pay the Commission a fair base current value determined by the Regional Forester per unit of volume. If this value for damage due to Contractor’s carelessness or negligence is less than \$10.00 per tree then a minimum charge of \$10.00 per tree will be made whether the tree is commercial, non-commercial, merchantable or non-merchantable.
- B. **COMMISSION FACILITIES** - Contractor shall immediately repair, in a manner that meets with the approval of the Assistant Regional Forester, any damage to Game Land roads and other facilities, including access roads, general wear and tear expected. Assistant Regional Forester may notify the Contractor in writing to temporarily discontinue use of any of the above whenever, in their opinion, such action is necessary to prevent serious damage.

VII. BID AWARD:

Bidders must offer unit prices for all line items as listed in the electronic bid form.

The bid will be awarded to the bidder with the lowest total price for the project. One purchase order will be awarded for the project.

Bids are to be submitted electronically thru the Commonwealth’s “PA Supplier Portal” system by **2:00 PM, Monday April 22, 2019.** If you have not registered as a vendor with the state, you must do this at www.pasupplierportal.state.pa.us prior to submitting an electronic bid. Any questions regarding this may be directed to Bobbi Mercer (bmercerc@pa.gov) at 717-787-6594.

The Commission reserves the right to reject any and all bids and to choose the bid that, in its sole opinion; best meet the needs of this project.

ALL VENDORS WHO CONDUCT BUSINESS WITH THE PENNSYLVANIA GAME COMMISSION MUST HAVE A VENDOR NUMBER ASSIGNED TO THEM IN ORDER TO RECEIVE PAYMENT FROM THE COMMONWEALTH.

Vendors may access the website www.pasupplierportal.state.pa.us or phone (877) 435-7363 or (717) 346-2676 or email 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 Dept of General services (DGS) website so you need to contact them directly if you have any problems with the website.

VIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for the actual acres treated pursuant to the contract specifications as determined by a PGC forestry representative. Actual acres treated will be calculated using GIS/GPS technology. Only work successfully completed to the specifications will be paid by the agency.

Attachment 1: HERBICIDE APPLICATION SPECIFICATIONS:

- A. The contractor shall perform a basal bark herbicide application to **ALL** *black birch* stems between 2" dbh and 10" dbh. Estimated number of stems to treat per acre is as follows:
 - 1. SGL 235 – Block 1 and 2: 412 stems/ac; stems range from 2"-10" dbh with an average of 5" dbh.
- B. In Block 1 and Block 2, conduct basal bark herbicide treatment of *black birch* using a mix of Garlon 4 Ultra herbicide consistent with label directions for "Low Volume Basal Bark Treatment", basal oil, and oil soluble blue dye. Pathfinder II herbicide may be substituted for Garlon 4 Ultra herbicide. The basal herbicide mixture must be applied around the entire circumference of the tree trunk, beginning at the ground level, and continuing up the trunk a minimum of 14 inches. The herbicide must thoroughly wet the lower 14 inches of the trunk in a continuous band, with no "skips", and without runoff. Extreme care must be taken to avoid treatment of non-target stems in close proximity.
- C. The treatment block boundary is marked with blue paint.
- D. The contractor will furnish PGC a copy of the chemical use records log at the completion of the project.
- E. Failure to comply with any of the terms or conditions of the Contract may result in cancellation of the agreement and claim may be made against the surety or the security for all or part of the damages sustained by such noncompliance.
- F. The Contractor is responsible for the purchase of the herbicide, any adjuvant and dye used in this project. Contractor shall use the required herbicide for this treatment (Garlon 4 Ultra or Pathfinder II).
- G. All applications will be completed according to herbicide label guidelines for the method specified and be compliant with applicable state and federal laws and regulations for equipment-specific and plant-specific application, specified above, within the treatment area.
- H. The Contractor shall not apply herbicide when the bark is wet.
- I. The Contractor shall perform complete and accurate coverage of the entire project area. If any project area is missed or improperly treated, as determined by the PGC forestry representative, the contractor shall re-treat such areas at the contractor's expense. Failure to re-treat missed or improperly treated areas may result in the contractor's forfeiture of the performance bond.
- J. The Contractor will notify the PGC forestry representative three days prior to beginning the project, as well as at the conclusion of the herbicide application.
- K. The PGC forestry representative will conduct a final inspection at the conclusion of the herbicide application. The Contractor may be present at the inspection.
- L. On a daily basis the contractor will remove all trash and garbage, personal and otherwise, generated from the completion of this contract.

M. The following will be "No-Work Days" during the contract period:

1. All Saturdays in October.

N. The PGC recommends that the operator and/or his workers wear a fluorescent orange hat and vest during the months of October and November.

O. On-site spill recovery material must be present.







P. Applicators will have and wear proper PPE for materials being applied.

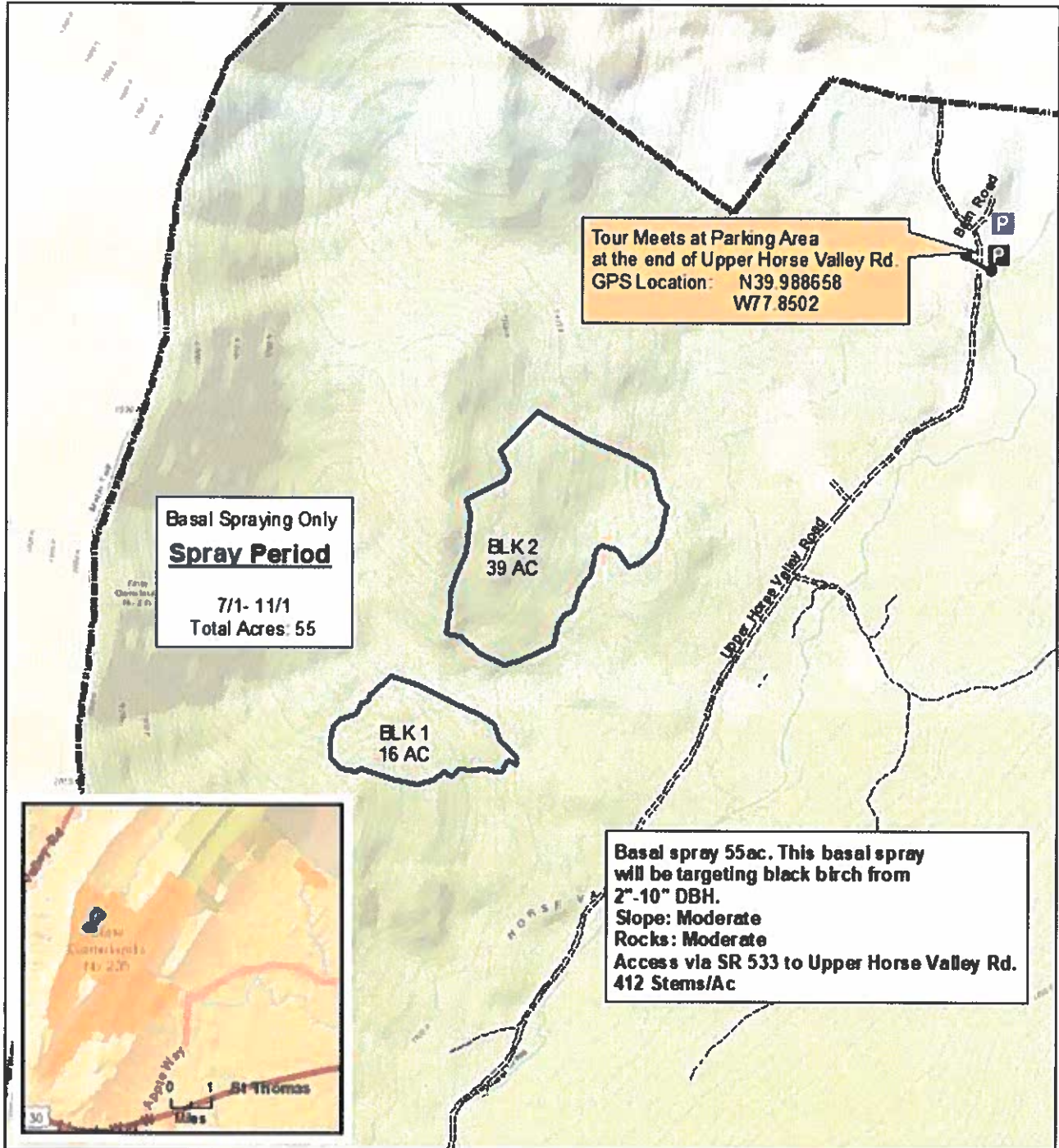
Q. Contractor will be responsible to repair excessive damage to roads, treatment areas, gates or other structures to the satisfaction of the PGC forestry representative.

SGL 235

St. Thomas Township LSR Basal Herbicide Project

Slopes: MODERATE
Rocks: MODERATE

-  Gate
-  Parking Area
-  Trails
-  PGC Road
-  SGL Boundary
-  Treatment Area



Tour Meets at Parking Area
at the end of Upper Horse Valley Rd.
GPS Location: N39.988658
W77.8502

Basal Spraying Only
Spray Period
7/1- 11/1
Total Acres: 55

Basal spray 55ac. This basal spray
will be targeting black birch from
2"-10" DBH.
Slope: Moderate
Rocks: Moderate
Access via SR 533 to Upper Horse Valley Rd.
412 Stems/Ac

Forester: McNeal
01/24/2019

0 500 1,000
Feet

1 inch = 1,000 feet

