

GENERAL SPECIFICATIONS – State Game Lands 024 Herbicide Application for the Treatment and Control of Glossy Buckthorn.

I. SCOPE OF WORK:

The Pennsylvania Game Commission (PGC), Northwest Region, requires combination of foliar spray, hack and squirt, cut stump or basal bark treatments on all glossy buckthorn stems on two forested blocks and birch/beechn treatment and glossy buckthorn retreatment on one forested block on State Game Lands 024 located in Forest and Clarion Counties. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, equipment and herbicide for the herbicide application as per attached specifications for all listed blocks within the project area in a **price per acre** bid. *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:

Land Management Group Supervisor, George J. Miller

PGC Northwest Region
1509 Pittsburgh Road
Franklin, Pa 16323
814-432-3187
814-437-5122 (FAX)

II. PROJECT LOCATION:

State Game Lands 024, Forest and Clarion Counties (Attachment 3)
41.439628, -79.325950 (Golinza Access Gate)

III. CONTRACT TASKS:

The proposed habitat work on State Game Lands 24 would be to apply herbicide to approximately 122 acres in two separate blocks that are infested with glossy buckthorn and apply herbicide to approximately 33 acres in one block that has undesirable birch and beech as well as for retreatment of glossy buckthorn that was last treated in 2017 (see Attachment 2).

- Line Item 1--- State Game Lands 024 is to be treated as follows (see Attachment 1)
 - Between May 15th and June 15th, 2020, foliar treatment of glossy buckthorn, birch and beech (as outlined) with stems smaller than ½” DBH. Use a 2% solution of Garlon 3A with water carrier with a wetland approved nonionic surfactant after leaf out.

- Between the effective date of the Purchase Order and June 15th, 2020, a combination of hack and squirt, cut stump or basal bark treatments on all glossy buckthorn stems in Blocks 1 and 2 **larger** than ½” DBH. In Block 3, glossy buckthorn **larger** than ½” DBH and birch and beech stems **larger** than ½” DBH up to 10” DBH.
 - **Hack and Squirt**, use Garlon 3A at a rate of 50% Garlon, 50% water. This can only be applied when the temperature is **above** 32 degrees.
 - **Cut stump**- In wet areas, use Garlon 3A at a rate of 1 part Garlon to 3 parts water, achieves a 25% solution. This can only be applied when the temperature is **above** 32 degrees.
 - **Cut stump & Basal Bark**- use Garlon 4 at a rate of 1 part Garlon with 3 parts bark oil, achieves 25% solution. Or Pathfinder II undiluted. If area is not wet or temperature is **below** 32 degrees.

Plant species targeted for treatment are to be treated as noted in Attachment 1.

Work must be completed on foot with backpack herbicide applicators and/or by ATV/UTV with sprayer attachments where topography permits and field edge allows. The contractor shall comply with Attachment 1, Herbicide Specifications.

IV. SITE INSPECTION AND ASSISTANCE:

A show day for this project is scheduled for **0900 hours, on Wednesday, January 8th, 2020** at the following location (see Attachment 3):

Pennsylvania Game Commission
Forest County Food and Cover Headquarters Building:
Guitonville Rd
Marienville, Pa 15825
41.467058, -79.284133

No other show days will be entertained.

V. CONTRACT REQUIREMENTS:

- A. The treatment of glossy buckthorn, birch and beech (as outlined) on State Game Lands 024, totaling approximately 155 acres (see Attachment 1) must be completed during the time period beginning on the effective date of the Purchase Order and ending June 15th, 2020.
- B. The Contractor shall provide **proof of a 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 readily apparent after initial application. The PGC representative will make this decision within 90 days 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 (see Attachment 2).

- A. TREATMENT AREA – Operator personnel are expected to know the location of the treatment areas and the species treatment specifications.
- B. TREATMENT QUALITY – Operator personnel are expected to know the technical requirements and application standards (see Attachment 1). 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 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 coverage's 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:

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 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 **price per acre bid** for ACTUAL acres treated as indicated on the Attachment 1 map 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:

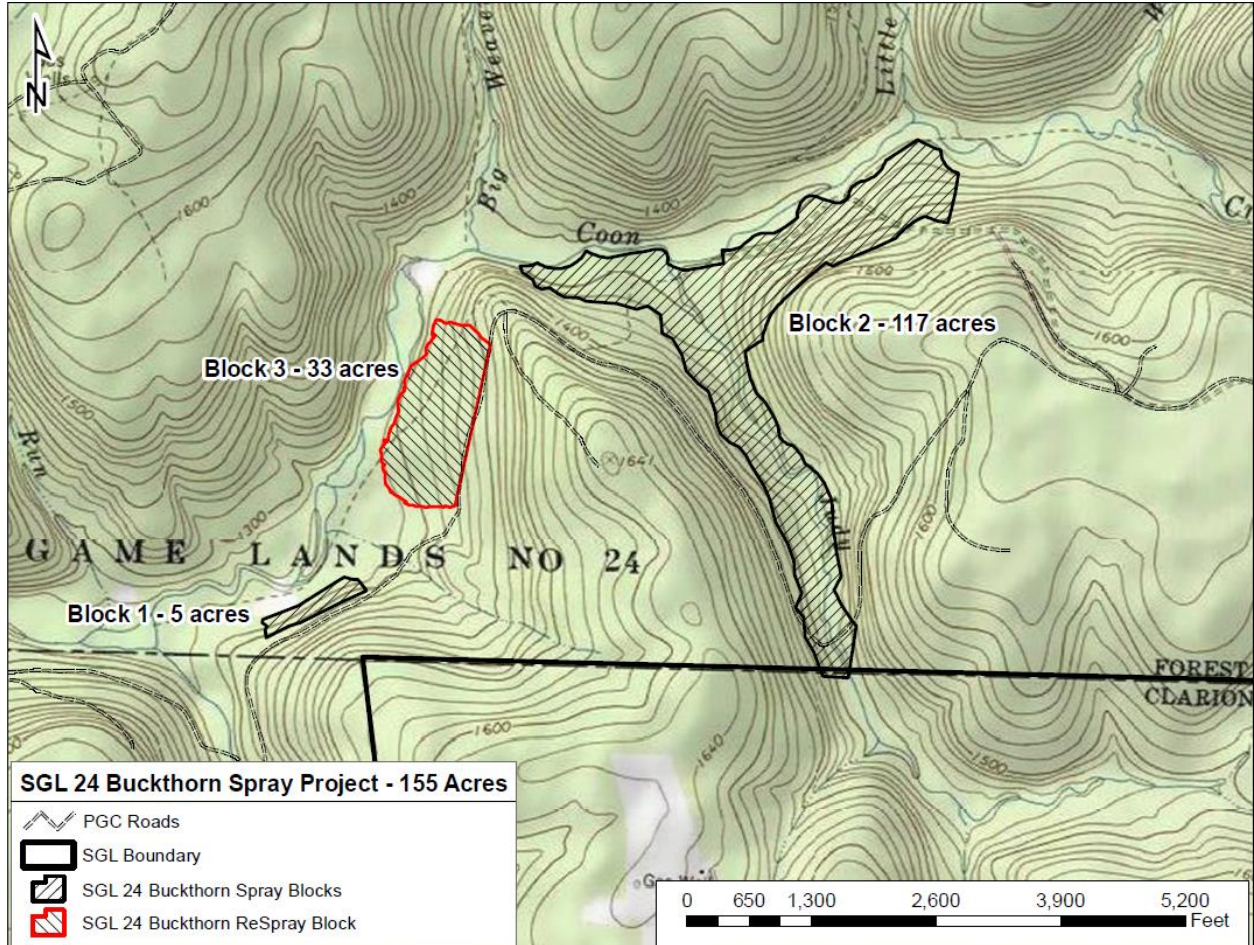
Payment shall be on a reimbursement basis for actual acres treated pursuant to these contract specifications as determined by a PGC representative following final site inspection.

ATTACHMENT 1: HERBICIDE SPECIFICATIONS

- Combination of foliar spray, hack and squirt, cut stump or basal bark treatments on all glossy buckthorn stems on two forested blocks and birch/beech treatment and glossy buckthorn retreatment on one forested block on State Game Lands 024 located in Forest and Clarion Counties.
- Trees and shrubs “not to be treated” include crabapple, apple, flowering dogwood, mountain ash, hazelnut, gray dogwood, silky dogwood, serviceberry, ironwood, witch hazel, blueberry, blackberry, willow, raspberry and other rubus species and red osier dogwood (identified by its red stems).
- Between May 15th and June 15th, 2020 foliar treatment of glossy buckthorn stems in Blocks 1 and 2 and birch, beech and glossy buckthorn in Block 3 with stems **smaller** than ½” DBH. Use a 2% solution of Garlon 3A with water carrier with a wetland approved nonionic surfactant after leaf out.
- Between the effective date of the Purchase Order and June 15th, 2020, a combination of hack and squirt, cut stump or basal bark treatments on all glossy buckthorn stems in Blocks 1 and 2 **larger** than ½” DBH. In Block 3, glossy buckthorn **larger** than ½” DBH and birch and beech stems **larger** than ½” DBH up to 10” DBH.
 1. **Hack and Squirt**, use Garlon 3A at a rate of 50% Garlon, 50% water. This can only be applied when the temperature is **above** 32 degrees.
 2. **Cut stump**- In wet areas, use Garlon 3A at a rate of 1 part Garlon to 3 parts water, achieves a 25% solution. This can only be applied when the temperature is above 32 degrees.
 3. **Cut stump & Basal Bark**- use Garlon 4 at a rate of 1 part Garlon with 3 parts bark oil, achieves 25% solution. Or Pathfinder II undiluted. If area is not wet or temperature is **below** 32 degrees.
- Application is to be conducted during a time appropriate to achieve an effective kill (not when sap is moving in early spring) (80% in each phase). No contract extensions will be granted.
- Application only to be applied when weather conditions will allow the herbicide to be effective as determined by the Land Management Group Supervisor or his designee.
- The successful bidder shall have an on-site pre-work meeting with the Land Management Group Supervisor or his designee prior to any herbicide application.

- Daily progress report and updates shall be provided to the Land Management Group Supervisor or his designee at the above listed phone number on page 1.
- A representative of the company, with the ability to communicate easily and effectively orally and in writing in the English language, shall coordinate all work activities related to this project with the Land Management Group Supervisor. A representative, with the ability to communicate easily and effectively in the English language, shall also be present at all times at the work site when the crew is present.
- An 80% kill rate is necessary before funds shall be released at the conclusion of the project.

ATTACHMENT 2: MAP – SGL 024 Buckthorn Spray Project Blocks (155 acres)



ATTACHMENT 3: MAP – SGL 024 Buckthorn Spray Project Location

