

GENERAL SPECIFICATIONS: State Game Lands 314 Woodcock Habitat Restoration
Early Triclopyr Application for the Treatment and Control of Invasive Plant Species.

I. SCOPE OF WORK:

The Pennsylvania Game Commission (PGC), Northwest Region, requires herbicide application services of approximately 244 acres for the treatment and control of invasive plants on State Game Lands 314. Located near the junction of Old Lake Road and Rudd Road (41.98639 -80.49328), Springfield Township, Erie County.

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 the blocks within the project area in a **price per acre bid**.

An 80% kill rate is necessary before the funds shall be released at the conclusion of the project.

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 Manger Darin Clark, Field Forester Ryan Thompson or Wildlife Biologist Tim Hoppe at the Northwest Region Office.

PGC Northwest Region
1509 Pittsburgh Road
Franklin, Pa 16323
814-432-3187 or 3188
Fax: 814-437-5122

II. PROJECT LOCATION / DESCRIPTION:

A. Location: Project area is located on State Game Lands 314, South of the junction of Old Lake Road and Rudd Road, Springfield Township, Erie County. Coordinates: 41.98639 -80.49328.

B. Description: The project area is approximately 244 acres of reverting shrubland and is delineated by blue two stripes for the boundary.

III. CONTRACT TASKS:

The proposed habitat work on State Game Lands 314 is to apply herbicide (5% triclopyr amine solution) to approximately 244 acres to treat for invasive

multiflora rose, Asian honeysuckle, autumn olive, Japanese barberry, European alder, and oriental bittersweet within the blocks, with the exception of species listed in Attachment 1.

Project area is to be treated as soon as invasive species (multiflora rose, Asian honeysuckle, autumn olive, Japanese barberry, European alder, and oriental bittersweet) is fully leafed out & prior to native shrubs leafing out, between May 1 and June 20, 2021.

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

Invasive plant species too large to be treated with a foliar application must be cut and the freshly cut stump treated with an undiluted triclopyr amine.

Work must be completed on foot with backpack herbicide applicators and/or by ATV/UTV with sprayer attachments where topography allows

The contractor shall comply with Attachment 1, Herbicide Specifications.

IV. SITE INSPECTION AND ASSISTANCE:

Site inspection will be coordinated with Land Manager, Field Forester or Wildlife Biologist. A pre-work meeting is required prior to commencement of work activity.

A show day for this project is scheduled for **1000 hours, on Wednesday, July 15, 2020** near the junction of Old Lake Road and Rudd Road (41.98639 -80.49328), Springfield Township, Erie County.

No other show days will be entertained.

V. CONTRACT REQUIREMENTS:

- A. The spraying of invasive species on State Game Lands 314, totaling approximately 244 acres must be completed during the time period beginning on the effective date of the purchase order, and ending June 20, 2021.
- 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 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.

- 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 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.

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 (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

- To apply a foliar treatment of herbicide or cut stump treatment to larger stems to approximately 244 acres to the project area that is colonized by multiflora rose, Asian honeysuckle, autumn olive, Japanese barberry, European alder, and oriental bittersweet.
- Block boundary is marked with blue two stripes.
- Trees and shrubs "not to be treated" include crabapple, apple, flowering dogwood, gray dogwood, silky dogwood, serviceberry, ironwood, witch hazel, blackberry, raspberry and other rubus.
- Herbicide for foliar treatment of invasive species is to be as follows: **An application of 5% triclopyr are required per acre.** A cut stump treatment of triclopyr for larger stems where foliar treatment may not be as effective is approved. A water soluble marker dye compatible with all mixture components and in sufficient concentration and fastness to clearly identify treatment is required. Application is to be conducted during a time appropriate to achieve an effective kill (80%). 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 Manager or his designee.
- The successful bidder shall have an on-site pre-work meeting with the Land Manager, Field Forester or Wildlife Biologist or their designee prior to any herbicide application.
- Daily progress report and updates shall be provided to the Land Manager, Field Forester or Wildlife Biologist or their designee at the above listed phone number in Section I.
- 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 Manager, Field Forester or Wildlife Biologist. 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 the funds shall be released at the conclusion of the project.
- No contract extensions will be granted.

