

DETAILED SPECIFICATIONS

Residual Ash Tree Logging for Emerald Ash Borer Eradication in Seven “Core Area” Compartments

Purpose:

The Maryland Department of Agriculture, Plant Protection and Weed Management Section (the “Department”), has quarantined an area of Prince George’s County known to be infested with the emerald ash borer (EAB), a dangerously injurious plant pest. The Department will be working to eradicate this pest and to prevent its spread into surrounding areas of Maryland and neighboring states. The logging work described below must proceed on or about January 7, 2008, and to be effective, should be completed on or about April 1, 2008. In addition, as described below in “Statement of Work”, part 5, on or before August 31, 2008, the Contractor shall perform remediation and stabilization work of the areas affected by the cutting, removal, and destruction of the trees.

Site Description and Overview of Work to be Performed

This phase of the Department’s eradication effort consists of removing all **identified residual ash trees 1”** in diameter or greater at breast height (“DBH”) **from seven specific compartments** that had been logged during the previous phase of the Department’s eradication effort, December 2006 – April, 2007. The Contractor shall be responsible for harvesting all such ash trees and branches, grinding such materials into chips no larger than 1” in two dimensions, and treating stumps of all newly severed trees with herbicide. The Department has again designated an area adjacent to the MDA Cheltenham Tobacco Warehouse Facility (“Cheltenham Facility”), as the “Ash Tree Marshalling and Grinding Site,” for the purpose of receiving, organizing, and grinding ash trees and wood removed from the eradication zone. A detailed map is provided showing location of compartments and identified trees (See section titled “Statement of Work” below.)

All residual ash trees have been located and marked with orange paint at chest height, measured and referenced with a GPS waypoint for each tree or group of trees. A list of trees by size category for each Compartment is given (See section titled “Statement of Work” below.). Although the Department has identified all remaining ash (*Fraxinus* species) trees one (1) inch or more in diameter to the best of its abilities, it is expected that up to an additional 50 trees may have been overlooked and not marked. The Contractor is responsible for removing all identified and marked trees, as well as unmarked trees it finds, that are located within the specifically designated compartments. **The Contractor shall remove the entire tree including branches, treat the stumps, and transport all removed ash trees and branches to the Marshalling and Grinding site in Cheltenham, MD.**

Statement of Work:

The Contractor agrees to perform and successfully complete in a timely manner the following work:

1. Area of Work.

The Contractor shall perform the specified ash tree removal only in the **seven designated Forest Compartments**, labeled Compartment numbers 6, 8, 12, 13, 14, 16 and 17. These areas are delineated and mapped as shown in **Attachment A to the Detailed Specifications**.

2. Location of Trees and Numbers by Size Class

Below is a summary of the number of trees by compartment area. A GPS waypoint was recorded for each tree or group of trees found. If one GPS waypoint was taken for a group of 2 or 3 trees, these trees will be within 30 – 50 feet of one another and obvious to find.

COMPARTMENT	SMALL TREE 1 – 5 INCH DBH	POLE 5 – 10 INCH DBH	SAWTIBR > 11.0 INCH DBH	TOTAL
6	7	1	0	8
8	44	12	1	57
12	121	21	2	144
13	64	6	1	71
14	61	4	0	65
16 Clinton Hardware 17 Summit Creek	17	3	0	20
TOTAL	314	47	4	365

Attachment B to the Detailed Specifications (maps 1 through 5) are geo-referenced maps showing the location of each identified tree or tree group within each of the seven compartments. GPS waypoints will be provided by the Maryland Forest Service, Department of Natural Resources. **The Contractor will locate the trees using the Contractor’s own GPS receiver.** A Garmin 76csx model or better is recommended.

3. Ash Tree Cutting and Extraction

- a. **The Contractor shall provide the equipment and the personnel to operate the equipment** necessary to cut all identified ash trees 1” DBH and greater from the designated Compartments, regardless of location. Portions of this eradication zone are located in bottomland hardwood stands that flood periodically and may be difficult to access with traditional rubber tired skidders. Low Ground Pressure skidding equipment such as a track machine or wide track bulldozer should be available if needed to extract trees under inclement conditions. The Contractor shall identify all equipment and personnel available for this contract. The following minimum equipment, and personnel to operate the equipment, are required:
 - i. Two rubber tire skidders **or** one rubber tire skidder and a bulldozer
 - ii. One self loading log truck **or** one loader and one log truck
 - iii. One loader to unload logs at Marshalling yard if self-loading log truck (referenced in ii above) is not used

- iv. Access to one low ground pressure track skidding machine for wet areas if needed
 - v. One truck for hauling small trees/wood material
 - vi. Two wooden bridge mats for stream crossing
 - vii. Four person logging crew
- b. The Contractor shall make severance cuts close to the ground, removing the maximum length of the bole. The **maximum stump height** allowed is 6 inches.
 - c. The Contractor shall extract **whole trees**, including limbs and branches. The Contractor shall advise the Forester or Supervisor of the presence and location of small branches at the cut site or along the skidder trail.
 - d. The Contractor is responsible for removing up to an additional 50 **unmarked ash trees** located by any party. The Contractor is responsible for correct identification of unmarked ash trees and may request that such trees be confirmed as *Fraxinus spp.* by the Forester or Site Supervisor. The Contractor shall take a waypoint at each unmarked Ash tree location and deliver the waypoint data to DNR and MDA personnel.
 - e. The **tree count will be monitored** at the marshalling yard to ensure all trees are removed. A daily tree removal/stump treatment tally by waypoint identification will be required, including the removal of additional unmarked ash trees.
 - f. **Other trees: The Contractor may cut or remove other trees** only if it is necessary to access and remove identified ash trees. The Contractor shall consult with the Forester or Site Supervisor before removing any tree that the Contractor deems necessary for accessing and removing ash trees.
 - g. All live water courses must be properly **culverted or bridged**. The Contractor is also responsible for providing and placing wooden bridge mats and timbers to span creeks and small wetland areas, and for performing any other actions specified to mitigate environmental impacts.

4. Stump Treatment and Recording

- a. The Contractor shall provide for **Stump treatment** with herbicides on all severed ash trees with a triclopyr herbicide formulation to be provided by the Department. Each stump treated shall be sprayed with an identifying paint or dye and a GPS waypoint created to aid in verification of treatment. Application must be made in accordance with the pesticide label, and the laws and regulations of the Maryland Department of Agriculture, Pesticide Regulation Section. Application is to proceed within 3-5 minutes following felling of the tree in order to be effective.
- b. The Contractor shall create a record of the stump treatment immediately after each treatment is completed using the GPS device. This record shall consist of the waypoint, size of tree at DBH and herbicide material used for treatment. The Contractor may elect to add the treatment information to waypoint and tree size data already existing on the GPS unit as supplied by the Department. Either of these actions will automatically record date and time of treatment for pesticide use records.

5. Work Site, Staging area, Roads and Hauling.

- a. A **staging area** shall be created where mutually agreed upon by the Forester or Supervisor for the stockpiling of trees and branches for hauling and chipping.
- b. The Contractor shall maintain all **public roads** in as good a condition as they were before work began on this Contract
- c. The Contractor may not construct **new roads**, skidding trails, or landing areas without the permission of the Forest Service or MDA representative. MDA and the Forest Service reserve the right to suspend the use of a road during periods when excessive road damage may occur. If any delay occurs for this reason, MDA may extend the Contract's completion date for this work.
- d. A **chipper may be used** at the staging area and all chipped material shall be hauled to the Ash Tree Marshalling and Grinding Site at Cheltenham. The Contractor shall **haul** all other ash wood to the Marshalling yard.
- e. In performing the remediation and stabilization work of the areas affected by the cutting, removal, and destruction of the trees, the Contractor shall abide by the described practices in the "**Standard Erosion and Sediment Control Plan for Forest Harvest Operations,**" attached hereto as Attachment C to the Detailed Specifications (which work shall be completed on or before August 1, 2008).
- f. The Contractor is responsible for providing without additional cost any stone or other materials deemed to be needed by the Forester or Site supervisor to stabilize the entrance to the staging area and to minimize soil and sediment entering public roads from Contractor's vehicles.

6. Safety – general

The Contractor may not remove a tree in such a manner that safety is compromised. When work is being performed, all safety precautions shall be in place to protect the operators and the general public. If weather or site conditions within the Compartment or site pose an unsafe condition, the Contractor shall suspend work.

7. Notifications

- a. The Contractor shall proceed to perform the above-described work by January 7, 2008 after receiving **notification to proceed**, and shall diligently complete this work on or before April 1, 2008.
- b. The Contractor shall **contact** David Gailey, Maryland Department of Natural Resources, Forest Service, to arrange for a Forester or other qualified individual from the Maryland Forest Service to be on-site as necessitated by any of the provisions above. Such contact shall be at least 48 hours before the desired arranged meeting time. Mr. Gailey's telephone numbers are: Office: 301-880-2746; and Mobile: 410-349-7384.

8. Deadline for Completion of Work

Excepting the remediation and stabilization work of the areas affected by the cutting, removal, and destruction of the trees (specified in Section 5.e above), the Contractor shall complete all work described in parts 1-7 above on or before April 1, 2008, and may not perform work beyond that date except by specific written permission provided by the Department. If the Contractor fails to complete all work, including, but not limited to, the severance, extraction and hauling of all identified marked and unmarked trees to the Cheltenham Marshalling yard, and stump treatment, the Contractor may be declared in default of the contract and subject to liquidated incurred as a result thereof. The Contractor may also be declared in default if the conduct and pace of work appears to jeopardize the completion of all work prior to the due date (see “Liquidated Damages – Failure to Perform” below).

Coordination by the Department

The logging operations are conducted by the action of, and at the direction of, the Department. The Department, including the Forester or Site supervisor, will coordinate general matters of access and conflict between the Contractor and landowners or land managers whose property is involved in or near logging operations. Complaints, questions, concerns, etc., from landowners and other members of the public shall be directed to the Forester or Site Supervisor or other representative of the Departments of Agriculture or Natural Resources, as appropriate and available. All matters of resolution and or mitigation will be mutually agreed upon by the Contractor and the Department prior to being offered or performed. The Contractor shall not unilaterally negotiate any agreement, resolution or mitigation with any landowner or neighbor of a landowner on whose land the operation is being conducted. Questions or discrepancies regarding actual boundaries of Compartments or properties within Compartments not able to be resolved in the field will be resolved by the Operations Team Leader as needed.

Liquidated Damages Failure to Perform

If the Contractor fails to perform contracted services or fails to make progress so as to endanger completion of all contracted work within the available biological time frame for effective treatment, the Contractor may be declared in default and shall be subject to the provisions of *Article XV, Termination for Default (Section One, General Terms and Conditions)*. The Department may collect as damages any additional cost above the remaining unpaid balance of the Contractor’s Contract Price owed for work not done that is incurred by the Department to effect completion of the contracted work in the remaining available biological time frame. In addition to other legal means available, the Department may collect any such damages assessed under this paragraph by deducting the amount of such damages from unpaid invoices submitted by the Contractor for performed work

Invoices and Payment:

1. Invoicing

Invoices may be submitted for entire contracted work or parts thereof at the option of the Contractor. Invoices for partial work completed shall be based on verified numbers of **marked trees** cut treated and delivered to the Marshalling and Grinding site in Cheltenham, MD. Partial payments will be proportional to the total contract amount as stipulated in the “Basic Agreement.” All invoices shall be submitted to:

Maryland Department of Agriculture
The Wayne A. Cawley, Jr. Bldg.
Plant Protection and Weed Management
50 Harry S. Truman Parkway
Annapolis, MD 21401

Invoices must clearly state the dates and time periods each day along with a brief description of personnel and equipment provided for that period each day, and show the daily amount due, and total amount due for the invoice. The contractor’s FID number must be included on all invoices.

Insurance:

1. The Contractor shall secure, pay the premiums for, and keep in force until the expiration of the contract, liability insurance covering all damage to life and property due to its activities or those of its agents or employees, in connection with its performance under this contract, including operation of equipment and vehicles. This insurance shall include the following coverages and minimum limits:
 - a. Comprehensive General Liability: \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.
 - b. Automotive Liability: \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.
 - c. Workers Compensation Insurance covering all the Contractor's employees who engage in any work under the contract, as may be required by the laws of the State of Maryland.
2. **Subcontracts:** The Contractor shall cause any subcontractor approved by the Department to perform work under this contract to secure, pay the premiums for, and keep in force until the expiration of the subcontract liability insurance covering all damage to life and property due to its activities or those of its agents or employees in connection with its performance under the subcontract. The Contractor may alternatively elect to have the subcontractor named as additional insured on all such insurance policies as are required of the Contractor.
3. **Miscellaneous:** The Contractor shall provide evidence that it has obtained the required insurance to the Department at or before the time it returns the executed contract. If work is sublet, the subcontractor shall file in the same manner and at the same time as required of the Contractor evidence showing that the subcontractor has obtained the required insurance or is named as additional insured on all relevant policies of the Contractor.