

Whole Ash Tree Chipping/Grinding

DETAILED SPECIFICATIONS

Purpose:

The Maryland Department of Agriculture, Plant Protection and Weed Management Section (the “Department”), has quarantined an area of Prince George’s County and established an Eradication Zone known to be infested with the emerald ash borer (EAB), a dangerously injurious plant pest. The Department, in cooperation with the USDA Animal Plant Health Inspection Service, is conducting an eradication Project to prevent the spread of EAB into surrounding areas of Maryland and neighboring states. This work involves: (1) the removal of all landscape and naturally growing ash trees 1” in diameter or greater from the eradication zone; and, for purposes of this contract, and (2) **the chipping/grinding of such materials**. The work needs to proceed by January 7, 2008, and to be effective, must be completed before April 15, 2008.

This scope of work under this contract, described more fully below, consists of chipping/grinding of whole ash trees, logs, branches, once-ground chips, and other ash tree materials that have been removed from the EAB Eradication Zone, and hauled to a marshalling site, where the Contractor is responsible for chipping/grinding all such materials to a size less than 1” in two dimensions, and then hauling such materials away. Total amount of ash wood is expected to yield approximately 2,000 tons or a yield of 10,000 – 14,000 cu. yds. **This estimate is for bidding purposes only and is not a guaranteed or implied contract amount.**

Statement of Work:

The Contractor agrees to provide the necessary equipment and operators to perform and successfully complete in a timely manner the following work at the Cheltenham Ash Tree Marshalling and Grinding Site:

A. Definitions:

- The terms “*chipping*” or “*grinding*” mean the cutting, shredding, and other break-up of larger pieces of wood into smaller pieces.
- The term “*primary grinding*” means the initial grinding of wood generally greater than 3” in diameter, into wood chips.
- The term “*secondary grinding*” means the additional grinding of wood chips to achieve the **requisite** non-regulated chip size.
- The term “*requisite non-regulated chip size*” means wood chips of less than 1” in at least two dimensions as determined by visual inspection and approved by the Department.

- The term “*marshalling site*” means the prepared Ash Tree Marshalling and Grinding Site at the Maryland Department of Agriculture Tobacco warehouse in Cheltenham, MD.

B. Chipping, Grinding and Hauling Services

As noted above, the Contractor shall perform the following work:

1. **Primary grinding** of whole ash trees, branches, and sections of whole trees that have been brought to the Marshalling site.
2. **Secondary grinding** to the requisite non-regulated chip size of chips and other small wood material (produced either from primary grinding by the Contractor, or chipped off-site by logging and arborist contractors and brought to the Marshalling site).
3. Loading of the requisite non-regulated chips into covered open top trailers and **hauling** off-site to appropriate destination(s) of the Contractor’s choice. Upon leaving the Marshalling site and the Cheltenham facility grounds, the chips become the possession of the contractor.
4. **Requirement:** Before leaving the marshalling site, each load shall be inspected and documented by the MDA Marshalling Site Marshal to verify the **load size** in yards, and to determine that the load contains **only chips meeting the requisite non-regulated chip size**. If any load leaves without this inspection and verification, the Contractor will not be compensated for the material and may subject the person hauling the material to fines or other regulatory actions. If material is going to be moved out of Maryland, a USDA Compliance Agreement must be executed before the load may leave the Marshalling Yard. See the Maryland Emerald Ash Borer Quarantine and the USDA Emerald Ash Borer Quarantine (which terms are incorporated herein and made a part of this contract).

C. Marshalling Site Management and Safety

1. The Contractor is responsible for **overall site management**, including: (1) **organizing the placement** of wood debris, grinding equipment and other equipment; and (2) timely **removing** finished ground/chipped wood product, so that there is sufficient room for loggers, arborists and his own haulers to enter the site, maneuver, and offload or pick up loads.
2. The Contractor, its agents, and subcontractors, **shall operate** vehicles and equipment and perform the work required under this contract **in a safe and responsible manner**, such as directing others to a safe distance beyond his area of operation. Likewise, the Contractor shall direct the placement and movement of vehicles and equipment, owned and operated by other contractors with authorized access to the Marshalling site, to places or areas that maintain a **margin of safety** to all concerned.

D. Equipment

1. The Contractor shall provide a **Horizontal grinding machine**, 600 h.p. or greater and capable of grinding/ chipping whole trees up to 38 inches in diameter and 40 feet long. The Contractor may provide additional grinding and/or chipping equipment including tub grinders, as he deems necessary for grinding work to be successfully performed.
2. The Contractor shall also provide **associated loading equipment** capable of both unstacking and moving logs and trees, and scooping and piling wood chips and small wood debris and pieces, and feeding all such material into the grinder. The Contractor shall further provide large **open top trailers** to haul away finished product (which must be covered).

E. Start of Work

The Contractor shall proceed to perform the above-described work promptly after receiving the Notice to Proceed, except as necessitated by unusually unsuitable weather or other conditions not under control of the Contractor that would prevent normal continuation of work.

Coordination by the Department

The Department will coordinate any and all access to the Cheltenham Marshalling site and will ensure that only authorized persons and equipment have access into the fenced-in area compound. The Department will be the final authority regarding such matters of access, including hours of operation. Furthermore, the Department will coordinate and negotiate any conflicts, disputes, etc. that may arise between and among the various contractors, their agents and subcontractors, public officials from various agencies and jurisdictions, and so forth. The primary on-site individual from the Department is the Marshalling Site Marshal. Likewise, all conflicts, complaints, suggestions and disputes shall first be brought to the Marshalling Site Marshal.

Key Personnel:

The Department will designate a Marshalling Site Marshal to be available during normal work hours as its on-site Representative, and to whom the Contractor and its personnel and subcontractors may bring all matters for coordination and clarification. Likewise, the Contractor will designate a Representative and Key Personnel (see Basic Agreement), at least one of whom will be on-site at all times when work is being performed on this contract. In so far as is practical, matters for coordination and clarification will be brought directly to the attention of the respective on-site representative or designee of the Department and Contractor, and not to other employees or agents of these parties.

Invoices and Payment:

Invoices may be submitted for entire contracted work or parts thereof at the option of the Contractor. Invoices for partial work completed shall be for time and material costs incurred up to that point. Payment equivalent to 10% of total agreed contract cost may be withheld until

satisfactory completion of all work regardless of invoice(s) submitted prior to completion. 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 time period and brief description of work accomplished, and show the amount due. 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.