

## **SECTION D – SPECIFICATIONS/SCOPE OF WORK**

The Montgomery County Department of Environmental Protection (DEP) is required to comply with all applicable regulations and enhance long-term use at several County-owned properties. This effort includes vegetation management to maintain compliance with the Maryland Noxious Weed Law and Regulations, maintenance of meadow-like conditions, management of young forests, and management of invasive plant species and competing vegetation. Maintaining compliance with the Noxious Weed Law is an annual and on-going requirement. Maintaining suitable growing conditions for meadows and newly planted forests may be necessary over the next several years. The County currently has approximately \$120,000 annual funds for these maintenance activities. DEP may supplement these funds if site conditions or projects warrant additional work.

DEP manages two closed landfills and a regional stormwater management facility: the Oaks Landfill, at 6001 Olney Laytonsville Road, Gaithersburg; the Gude Landfill, at 600 East Gude Drive, Rockville; and the Wheaton Regional Stormwater Management Facility (SWMF) near 1640 Dennis Avenue, Wheaton, Maryland. Combined, these properties contain more than 500 acres of meadows, grasses, and forests.

Exhibit A includes maps of the three locations comprised of 320 acres listed above showing areas to treat for all Maryland noxious weeds. All work must be within these designated areas. The Contract Administrator will direct the Contractor to specific locations in the field.

Noxious weed treatment is ongoing throughout the year, when mechanical or herbicide treatment is most effective for targeted species. Mowing treatments must be as-needed and may occur once or twice or less per year as directed by DEP. Mowing and grubbing will be directed by the County to avoid animal nesting season or to avoid other potential injury to wildlife. Fence maintenance is on an as-needed basis as directed by the County.

The Contractor must have the ability, expertise, labor, and equipment to provide all the work required by the County as described below:

### **Item 1. Noxious Weed Management**

Treat all Maryland Noxious Weeds using mechanical or herbicide treatments as follows:

1. Application of mechanical and herbicide treatments is restricted to areas within the property boundaries of the landfills, SWMF, or as otherwise designated by the Contract Administrator.
2. All gates at all locations, including deer-protection fencing, must remain closed **at all times**.
3. Whenever feasible, treatments should be mechanical. Herbicides should only be used when mechanical treatments are not feasible and must only be used with prior written approval.
4. Mechanical treatments may include, but are not limited to, cutting stems, pulling plants, and removing flowers and seeds.
5. In the event that seeds develop on noxious weeds during this Contract's term, the seeds must be cut, bagged, removed from the site, and disposed of properly such that germination cannot occur.
6. All mechanical and herbicide treatments must be applied such that treatments will not interfere with survival of newly planted and other existing desirable native species. Care must be taken to treat only noxious weeds and not to damage newly planted and other existing desirable native trees and shrubs, or other vegetation.
7. The Contractor must, after consultation with the Contract Administrator; select the proper mechanical and/or herbicide treatment for the targeted species based on the time of year and weather conditions and must implement the treatment in a manner that is consistent with the manufacturer's directions and recommendations for the equipment or herbicide.
8. Herbicides and adjuvants applied in or around streams, standing water, and areas supporting wetland indicator plants must be approved for aquatic use.
9. Unless otherwise approved by the contract administrator, herbicides applied must be listed on the EPA's Reduced Risk and Organophosphate Alternative Decisions For Conventional

Pesticides list or its most current version (<https://www.epa.gov/pesticide-registration/reduced-risk-and-organophosphate-alternative-decisions-conventional>).

10. All herbicides must be used in accordance with all applicable labels. In addition to applicable labels, the Contractor must strictly follow the State requirements and all manufacturer instructions regarding storage, handling and application. In the event of any conflict between the State requirements and any manufacturer's instructions, the Contractor must follow the stricter requirement.
11. Herbicide treatments must use the lowest recommended concentration of the most effective herbicide for each targeted species. Herbicides must be applied using the method that applies the lowest effective volume, and may include application using foliar spray, basal bark, cut stump applications (including injection, frill, hack and squirt), and/or pre-emergent applications.
12. If needed to protect non-targeted species, shields must be used to prevent mechanical damage or block drift from herbicides.
13. The Contractor is responsible for damages if labels are not followed or if herbicides are applied outside the designated areas.
14. The Contractor must follow all requirements and guidelines by the State for handling and storing herbicides. Herbicides must not overflow and/or spill on soil or water. The amount of herbicide stored on site must be limited to the quantity needed for one application of the site. Any excess herbicide must be removed from the site.
15. The Contractor must remove all trash and materials incidental to the project and dispose of them off site.
16. The Contractor must provide maps showing where spraying occurred, week of treatment, and type of treatment, including names of chemicals and amounts applied with each invoice or when otherwise required by DEP.
17. All mechanical and herbicide treatments will be measured and paid for at the Contract unit price per acre. The unit price will be full compensation for all material, labor, equipment, tools, cutting, clearing, and incidentals necessary to complete the work.
18. DEP must be on site before treatment begins during any growing season. The Contractor must coordinate the initial treatment with the Contract Administrator to ensure a DEP representative is on site before herbicides are applied or other treatments are implemented. With written permission from the Contract Administrator, follow up treatments may proceed within the same season without DEP representatives.

## **Item 2. Vegetation Control – Mechanical and Herbicide Treatments**

Treat competing grasses and other invasive vegetation using mechanical or herbicide treatments as follows:

1. All criteria under Item 1 apply and must be adhered to.
2. DEP must be on site before treatment begins.
3. Competing vegetation targeted for mechanical or herbicide treatment includes trees, shrubs, vines, grasses, annuals, and perennials, primarily of non-native and invasive species.
4. Some clearing and grubbing may be necessary to allow for access to all areas for site preparation and planting. All woody material may be chipped on site. Chips may be spread on site such that it is not deeper than three inches. DEP anticipates very little, if any, clearing or grubbing.
5. All mechanical and herbicide treatments will be measured and paid for at the Contract unit price per acre. The unit price will include full compensation for all material, labor, equipment, tools, cutting, clearing, and grubbing, and incidentals necessary to complete the work.

## **Item 3. Vegetation Control – Mowing with attachments**

Treat competing grasses and other invasive vegetation by field-grade mowing as follows:

1. Mowing is restricted to areas within the property boundaries of three designated facilities or as otherwise designated by the Contract Administrator.
2. DEP must be on site before mowing begins to direct the location of areas to mow.
3. All gates at all locations, including deer-protection fencing, must remain closed **at all times**.

4. All equipment must be operated such that mowing will not interfere with survival of newly planted and other existing desirable native plant species. Care must be taken to mow only the competing vegetation and not to damage newly planted and other existing desirable native species.
5. A skid loader with tracks and a mower attachment must be used to reduce compaction of soils. The mower attachments include:
  - a. Brush cutter attachment (Line Item 3.a. and 3.b. Vegetation Management – Mowing with Brush Cutter Attachment), or
  - b. Forestry attachment (Line Item 4.a. and 4.b. Vegetation Management – Mowing with Forestry Attachment).
  - c. Remote control mower, designed for slopes but able to access areas with dense vegetation (Line Item 5a. and 5.b. Vegetation Management – Mowing with Remote Control Mower).
6. Mowers and attachments must evenly distribute thatch and cut vegetation so that it is not concentrated in piles or strips.
7. Thatch must not clump or pile around existing desirable native species, fences, or other structures.
8. Care must be taken to avoid excessive tracks and ruts from the equipment. All ruts and gouges from the equipment must be repaired to original grade.
9. All access roads must be left smooth, without ruts, and navigable by sport utility vehicles.
10. All field mowing will be measured and paid for at the contract unit price per acre. The unit price will be full compensation for all material, labor, equipment, tools, cutting, clearing, and grubbing, and incidentals necessary to complete the work.

**Item 4. Deer Protection Fence Maintenance**

Maintain and repair deer protection fencing as follows:

1. DEP must be on site before maintenance and repairs begin to direct the length of fencing and extent of work.
2. All gates at all locations, including deer-protection fencing, must remain closed **at all times**.
3. All vines and other vegetation overtopping the upper one-third of the fencing must be removed.
4. All vines and other vegetation on the lower two-thirds of the fencing must be maintained using the mechanical or chemical treatments specified in Item 6.
5. All fencing must be tightened and stabilized such that it effectively keeps deer out of the enclosure.
6. All deer protection fence maintenance will be measured and paid for at the contract unit price per linear foot. The unit price will be full compensation for all material, labor, equipment, tools, cutting, clearing, and grubbing, and incidentals necessary to complete the work.

**Additional Submission Requirement**

The Contractor must submit, at the time of bid submittal, a copy of the State of Maryland Pesticide Applicator License and Certification for supervisor and the company working on the project. The certification must state that the assigned supervisor is certified in the category of Forest, and/or Right-of-Way and/or Weed.