



July 25, 2018

## GENERAL SPECIFICATIONS

### I. SCOPE OF WORK:

A. The Pennsylvania Game Commission, Southeast Region, requires mechanical treatment of invasive shrubs which entails mowing and grinding of woody material in multiple areas on State Game Lands #280 encompassing, 28 acres. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools and equipment for the treatment of the shrubs as per Attachment 1 "Job Specifications". These specifications are included in the bid packet. ***All Purchase Orders require the contractor to provide the equipment, labor, insurance, and all miscellaneous expenses to complete the operation.***

B. This project is being bid as one contract.

Any questions concerning the technical aspects of this bid should be directed to:

LMGS Dave Brockmeier

PGC, Southeast Region

253 Snyder Road

Reading PA 19605-9254

Phone: 610-926-3136

Email address [dbrockmeie@pa.gov](mailto:dbrockmeie@pa.gov)

### II. CONTRACT TASKS:

A. Project Locations:

- a. State Game Lands #280 in Penn Township, Berks County PA. Mowing and grinding of approximately 28 acres designated inside of State Game Lands #280 as defined on the attached map.
- b. Maps of the locations are included in the bid packet.
- c. Notes:
  - a. The equipment/method designated for mowing or grinding of material only includes mechanical treatments. No hand treatments will be permitted.
  - b. Total project area to be treated is 28 acres.
  - c. Contractors will be paid on a “per acres treated” basis

Contractor must comply with Attachment 1 “Job Specifications”.

**III. SITE INSPECTION AND ASSISTANCE:**

The PGC will conduct an optional one-time-only guided tour of the work sites for prospective bidders on **Thursday September 6, 2018** beginning at 9:00 am. The tour will start with a review of the site on State Game Lands #280. We will meet at the parking lot of the PA Game Commission Habitat Management Building located at 5923 Bernville Road, Bernville, PA 17078

. Contractors are permitted to visit the project site on any date on their own time.

**IV. CONTRACT REQUIREMENTS:**

A. All work must be completed by the termination date: **December 31, 2018.**

B. The contractor agrees to comply with all attachments.

C. As a further guarantee of faithful performance of the conditions set forth in this Contract, the Successful bidder hereby agrees to furnish the Commission with Cashiers or Treasurers Check, Letter of Credit, or Insurance Bond payable to the Pennsylvania Game Commission, in the amount of **\$1500.00.**

D. A **minimum of 28 acres** must be successfully treated to meet the contract requirements which would also constitute a bond release at the completion of the project.

- E. Failure to comply with any of the terms or conditions of the Contract will result in cancellation of the agreement and claim may be made against the surety or the security for all or part of the damages sustained by such noncompliance.
- F. Any extension of time under the Contract, or forbearance of cancellation and claim against the surety will not result in a release of the surety or the Principal from their obligations under the Contract and the surety.

**V. INSURANCE REQUIREMENTS:**

- A. The contractor will provide Workmen's Compensation insurance sufficient to cover all of the employees of contractor working to fulfill this contract.
- B. 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.

**Such policies shall name the Commonwealth insured.** Prior to the commencement of work under this contract, the contractor must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverage 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.

**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.

**VI. DAMAGE TO PROPERTY:**

The Contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this mowing, clearing, tree felling habitat project. The

Contractor will be given one (1) written warning that damage is becoming excessive and if the action continues damages will be assessed.

**PROPERTY INFRASTRUCTURE** - Contractor shall immediately repair, in a manner that meets with the approval of the Officer in Charge, any damage to administrative roads and other facilities, including access roads, resulting from their use for this operation, general wear and tear is accepted. Officer in Charge may notify the Contractor in writing to temporarily discontinue use of any of the above whenever, in their opinion, such action is necessary to prevent serious damage.

## **VII. BID AWARD:**

Bidders must offer a per acre price for the entire project area which reflects the cost to complete the required work. The bid will be awarded to the contractor with the lowest per acre bid for the mowing and mulching of designated areas.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Friday September 13, 2018** if you have not registered as a vendor with the state, you must do this at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) prior to submitting an electronic bid. Any questions regarding this may be directed to Bobbi Mercer ([bmercer@pa.gov](mailto:bmercer@pa.gov)) at 717-787-6594.

The Commission reserves the right to reject any and all bids and to choose the bid that, in its sole opinion; best meet the needs of this project.

**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](http://www.pasupplierportal.state.pa.us) or phone (877) 435-7363 or (717) 346-2676 or email [ra-srmhelp@state.pa.us](mailto: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 Dept of General services (DGS) website so you need to contact them directly if you have any problems with the website.

The Commission reserves the right to reject any or all bids.

## **VIII CONTRACT TERM:**

The contract term shall commence upon contractor's receipt of the approved Purchase Order(s), receipt of performance bond, and proof of insurance. This also includes a notice to proceed and terminate **December 31, 2018**.

**IX. PAYMENT TERMS:**

**Payment under the mowing and mulching contract:** The unit price is per acre and shall include all labor, equipment, tools, insurance and all items necessary for the completion of the project.

The contractor shall be paid at the unit price bid for the number of acres treated as measured by a PGC representative with a GPS device.

Only work successfully completed to the specifications will be paid for by the agency.

Any and all acres treated will be paid for but a minimum of 28 acres must be treated to meet the requirements of the contract which would constitute a release of the performance bond.

## **Attachment #1 "JOB SPECIFICATIONS"**

### **Non-native Invasive Ailanthus removal Mowing and Grinding**

#### **State Game Lands #280 Penn Twp.**

**28 acres**

**GOAL: Mechanically treat the dense stands of Ailanthus and other non-native invasive species as the first step in restoring a herbaceous opening and grassland component.**

1. All Ailanthus and invasive species within the project boundary must be mowed and mulched in to the ground. The contractor will use a drum type mulching machine with a minimum 8 feet width to clear the vegetation and product must be mulched in to the ground.

#### Equipment Specifications

- a. All material mulched and shredded on this project must be done with a drum type mulching head with carbide teeth mounted to a Supertrack TR 400 steel-track forestry mulcher or equivalent machine. The contractor must utilize at least one machine with a head that has a working width of 8 feet or wider.
  - b. Be able to cut an average of 3 acres per day.
  - c. Be able to grind down trees and vegetation up to 12 inches in diameter and mulch material in to the ground.
  - d. Machine head must be capable of mulching material in to the ground.
  - e. The contractor is required to have at least one mulching machine working on site throughout the time period of the contract.
2. Contractor may initially fell Ailanthus trees via a chainsaw but the above requirements to grind the downed material still apply.
  3. All standing invasive species will be available for mechanical treatment.
  4. Bids should be placed as a per acre cost estimate.
  5. Cutting Schedule for the Project Site:  
The contract term shall commence upon the contractor's receipt of the Purchase Order which included a notice to proceed and terminate December 31<sup>st</sup> 2018. The successful contractor may begin work on **September 10, 2018** and all mulching and grinding must be completed by December 31, 2018. The contractor may work all days of the week except Saturdays due to hunting season, within this timeframe.
  6. The Pennsylvania Game Commission (PGC) reserves the right to inspect/evaluate the equipment which will be used to complete the contract. If in the opinion of the Local Land Manager or their designee, the equipment is not adequate to meet the specifications of the contract, the contractor will have two options. One option is to secure and utilize other equipment acceptable to the above mentioned PGC

staff and the second option is to decline the contract. If the contractor does not have adequate equipment to complete the project and does not obtain satisfactory equipment, the contract will be terminated. The decision of the Local Land Manager or designee as it relates to proper equipment and its ability to complete the work will be final.

7. Damage to existing infrastructure (gates, roads, parking areas) will be repaired by the contractor. Mountain bike trails and hiking trails are exempt. The need for any repair will be determined by the Local Land Manager or designee prior to the conclusion of the project.
8. Contractor shall avoid damage to any marked reserve trees. Marked reserve trees will be identified during site meeting.
9. All brush and trees must be completely mulched in to the ground.
10. The finished project area must allow for rubber tired equipment to be driven over the entire project area.
11. The contractor will remove all trash and garbage generated from the completion of this contract. This is to include all materials related to the support of felling/mulching tools and equipment, as well as items generated through personal use by the contractor's employees.
12. The contractor will notify the Local Land Manager or their designee three days prior to beginning the project. The contractor may work at times other than the schedule of the PGC land management representative. Inspections of the project will occur during normal working hours.
13. Final inspection of the habitat project will be conducted by the local land manager or their designee. The contractor may be present at the final inspection. Upon successful completion of the required work, payment will be released to the contractor.
14. Failure to meet and follow the terms and conditions of the project will be grounds to terminate the contract.

State Game Land 280 (Ailanthus Eradication Project)

