

**GENERAL SPECIFICATIONS
PENNSYLVANIA GAME COMMISSION
FORESTRY DIVISION**

**FORESTRY FELLING AND REMOVAL CONTRACT
(HAND AND/OR MECHANICAL)**

I. SCOPE OF WORK:

A. The Pennsylvania Game Commission, Southcentral Region Forestry Division, requires the services of an Operator to cut and remove woody vegetation at one location containing 64 acres. Services shall include, but are not limited to, the furnishing of all materials, labor, equipment, tools, superintendence, miscellaneous items, and performing all work necessary to complete the project to the satisfaction of and subject to the approval of the Commission.

B. Questions regarding any technical aspects of this bid should be directed to the respective Forester as identified below. Questions regarding administrative aspects of this bid should be directed to Roy Bucher, PA Game Commission Southcentral Regional Forester, at telephone no. 814-643-1831 ext. 40484.

C. Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM, Wednesday February 2, 2022**. If you have not registered as a vendor with the state, you must do this first at www.pasupplierportal.state.pa.us before submitting an electronic bid. Any questions regarding this may be directed to Heather Lohr at 814-643-1831 x 40402 hlohr@pa.gov.

II. CONTRACT TASKS:

Line Item #1 – SGL 099, Huntingdon County, Clay Township: Felling and removal of approximately 64 acres that will be targeting all trees and shrubs two (2) feet in height to twelve (12) inches DBH (diameter breast height) except all Oaks, Hickories, Black Cherry, Dogwoods, and Serviceberry. Fell all Black Birch regardless of DBH. Remove from the gamelands all felled material six (6) inches diameter or larger and eight (8) feet or greater in length.

III. SITE INSPECTION AND ASSISTANCE:

A project site inspection tour is highly encouraged and may be conducted by contacting the Forester to make an appointment or get directions to the site:

DAN STRUNK – 814-251-2252

The site inspection will attempt to provide prospective bidders with a perspective on conditions common to all projects, including vegetation for control, topography, site challenges (rock, downed logs, density of reserved trees, etc.). **Bidders are strongly encouraged to visit project site prior to bidding.**

IV. COMMISSION PERSONNEL - The Commission will furnish personnel to supervise and direct the operation in the following capacities:

a. PROGRAM SUPERVISOR - The Regional Forester of the PA Game Commission Southcentral Region is responsible for the overall operation of the vegetation control program and represents the Commission in settling minor contractual matters.

b. FIELD CONTRACT COORDINATORS - These persons are Regional Foresters or their designee who serve as the Commission's field liaison with the Operator and are responsible for reviewing and approving/disapproving the operations plan and conducting quality control checks on the equipment and performance during the operations. This person is responsible for coordinating the activities of all people working on the contract within a region and communicating with the Operator's project supervisor concerning any operational problems or changes in plans. He/she also provides daily reports of the operation to the program supervisor

V. EQUIPMENT SPECIFICATIONS:

a. Due to the specific cutting requirements of this project, this project is to be completed by hand and/or mechanical felling / cutting only. Acceptable equipment includes chainsaws and brush saws on weed whacker platforms. Mechanical felling may be completed by a feller buncher type harvester. The Commission reserves the right to reject any piece of equipment that in its opinion will not safely and adequately complete the job.

VI. CONTRACT REQUIREMENTS:

- All contractors, subcontractors and consultants of the Operator must be pre-approved by the Commission. The Commission reserved the right to reject any subcontractor at its sole discretion. If the Contractor enters into any subcontract(s) not previously approved by the Commission, the Commission shall have the right to require the Contractor to terminate such contracts.
- Trees and other vegetation as specified by project on the attached project list. All employees must be able to identify species.
- Woody material felled must have stumps that are parallel to the ground surface and shall not exceed six (6) inches in height measured on the side next to the highest ground or the diameter of the stump, whichever is smaller, except when in the opinion of the Field Contract Coordinator, said height is impractical.
- Cut trees and debris must be removed from trails, roads, tail drains, streams, and utility rights-of- way.
- The Operator shall exercise care and caution in all operations to prevent damage to all trees not specified for treatment.
- Damage to trails, roads, streams, or utility rights-of-way caused by the Operator's equipment must be repaired by the Operator at their expense.
- Any trash resulting from the Operator's operations must be removed from the area and properly disposed.
- The Operator shall not block any roads or trails in the area during performance of this contract. The Operator shall not in any way hinder the progress of any Timber Sale Contracts in these areas.
- All labor, equipment, tools, etc., needed to complete contracted projects are to be provided by the Operator.
- Timber Damages – when in the opinion of Field Contract Coordinator, damage to the residual stand becomes excessive, the Operator shall pay the Commission a fair base current value determined by the Field Contract Coordinator per unit of volume. If this value for damage due to Operator's carelessness or negligence is less than \$10.00 per tree, then a minimum charge of \$10.00 per tree will be made whether the tree is commercial, non-commercial, merchantable, or non-merchantable.

- The Operator is responsible for the control and collection of fluids leading from any equipment used on the site. The Operator must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. The Operator must collect, and control fluids leaking from any equipment and dispose of properly.

VII. INSURANCE REQUIREMENTS:

A. The contractor will provide Workmen's Compensation insurance sufficient to cover all 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 as an additional 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 coverages 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.

The Commonwealth shall be under no obligation to obtain such certificates from the Operator(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Operator's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

VIII. HOLD HARMLESS:

A. 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. BIDDING

A. RECEIVING AND OPENING BIDS

The bid shall be awarded on a ***line-item basis***. This bid will be awarded as one line item. The ***per acre price*** shall include the cost of labor, insurance, and all miscellaneous expenses necessary for the completion of the tasks. Prices bid shall be in dollar and cents only. Payment will be dispersed based on the number of acres completed as per the required specifications. **Service Bid on the felling and removal project should include the Unit Price (\$/Acre).** Payment will be by Unit (acre) completed to the specifications of Attachment 1.

Bid will be awarded on the lowest price per acre by line item.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Wednesday February 2, 2022.** If you have not registered as a vendor with the state, you must do this at www.pasupplierportal.state.pa.us prior to submitting an electronic bid. The Commission reserves the right to reject any or all bids.

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 or phone (877) 435-7363 or (717) 346-2676 or email ra-srmhelp@state.pa.us for assistance to register as a new vendor or, if you are an existing vendor, to change a name 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 unit price (acre) shall include all labor, equipment, tools, insurance, and all items necessary for the completion of the project.

B. BID RESULTS - Bidders can obtain results at www.emarketplace.state.pa.us/bidtabs.aspx

The posted results will contain the information of the apparent bidders, and all bids are under review until final award of the purchase order.

Quantities herein are only estimates and may increase or decrease dependent upon the needs of the Commission. Operator shall be paid at the unit price bid for actual services performed.

The Commission reserves the right to reject any or all bids and award contracts as it determines to be in the best interest of the Commission.

X. PERFORMANCE SECURITY:

A. As further guarantee of faithful performance of the conditions set forth in this contract, the Contractor hereby agrees to furnish the Commission with a Certified Check to the Pennsylvania Game Commission, in the sum of **\$5,000.00**.

ANY SECURITY POSTED MUST HAVE AN **EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.**

B. Performance Security is due no later than 15 days after written notice of the bid award. Time is of the essence with regard to the provision of Performance Security. At the option of the PGC, failure to provide an acceptable Surety within 15 days will result in cancellation of the contract and the PGC may declare the bidder ineligible on future projects.

C. 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.

D. 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. The Commission may declare the Contractor ineligible to bid on future contracts.

XI. OPERATOR REFERENCES:

After the bid opening and prior to awarding of the contract, the Commission has the right to request 3 references (names, addresses, and telephone numbers) of similar work performed by the Operator within the previous two (2) years as proof of qualifications to perform the work involved in this contract. Similar work is defined here as proof that the bidder has successfully completed at least 150 acres of machine and/or hand cut felling in a forested environment in a single calendar year.

XII. CONTRACT TERM:

The Contract shall commence upon issuance of Purchase Order (PO), execution and receipt of the performance bond and continue until June 27, 2022. No contract extensions will be approved. Forfeiture of the performance bond may occur if contract is not completed by June 27, 2022.

XIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual acres completed as measured by a Forestry Division employee. A block will be deemed complete when all items listed in the specifications have been met. Invoice must state the number of acres properly treated.

XIV. INVOICES:

Prior to invoice submission to the Commonwealth a copy of the invoice must be submitted to:

Roy Bucher
Regional Forester, Southcentral Region
Pennsylvania Game Commission
8627 William Penn Highway
Huntingdon, PA. 16652
rbucher@pa.gov

Original invoices must be submitted following the “Please Bill To” instructions within the Fully Executed Purchase Order (PO).

All invoices must have the Purchase Order Number, as well as the Operator’s SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be on each invoice. Failure to provide this information may result in a delay of payment.

Please Note: Vendors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices. That information is uniquely tied to your SAP Vendor Number and, for security purposes, should not be explicitly stated on an invoice.

XV. PURCHASE ORDER(S) TERMINATION

The Commonwealth may terminate the Purchase Order(s) for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

Attachments:

Attachment 1: Forest Felling And Removal Specifications

Attachment 2: Project Map

Attachment 1---Forest Felling And Removal Specifications

1. This project requires the contractor to fell approximately 64 acres of all stems two (2) feet tall and up to twelve (12) inches DBH, but reserving all oaks, serviceberry, dogwoods, cherry, and hickory. Fell all black birch regardless of DBH. All felled material must be completely severed from the stump and placed on the ground. All felled material six (6) inches or larger in diameter and eight (8) feet in length or greater is required to be removed from the gamelands. The contractor may use mechanized equipment as well as handheld tools as ground conditions dictate. **Due diligence will be used by all personnel to protect non-target/desirable species.**
2. After the successful bidder receives the PO and supplies the required bond and insurance requirements, the contractor may begin work. **Work must be completed by June 27, 2022.**
3. The project boundary is delineated with **PINK**-marked trees. All **PINK**-marked trees shall remain standing.
4. The contractor shall notify the PGC Forester, Dan Strunk at least three days (72 hours) prior to beginning the project. The contractor may work at times other than the schedule of the PGC representative.
5. The contractor and on-site crew supervisor or foreman will meet with a forestry representative before any work is done to review project specifics.
6. If contractor subcontracts any part of the project, that subcontractor(s) must be supplied with the project specifications and map.
7. All stems must be cut off completely to no more than 6 inches above ground level, lower is desired.
8. Trees cut shall be thrown so as to do the least damage to the reserved trees. No unnecessary injury to reserve trees shall be permitted and no lodged, leaning, or hung trees shall be left.
9. If the contractors' operations include chipping, the contractor shall remove any and all chipping debris and chips from the Game Lands.
10. A representative of the contractor, with the ability to communicate easily and effectively with PGC representatives, both orally and in writing in the English language, and with the ability to communicate easily and effectively with all workers on the crew, shall be present at all times at the work site.
11. Damage to non-target species will be the responsibility of the contractor. When in the opinion of Regional Forester, damage to the residual stand becomes excessive, the Operator shall pay the Commission a fair base current value determined by the Regional Forester per unit of volume. If this value for damage due to Operator's carelessness or negligence is less than \$10.00 per tree, then a minimum charge of \$10.00 per tree will be made whether the tree is commercial, non-commercial, merchantable, or non-merchantable.
12. **All skidding and hauling will be restricted to dry or frozen periods to minimize damage.** If, in the opinion of the Regional Forester or his designee, site conditions on the sale area become too wet and/or muddy for skidding or hauling, all phases of the job will be suspended until site conditions are favorable. The decision of the Regional Forester or his designee will be final.
13. Contractor will be responsible to repair excessive damage to roads, work areas, gates or other structures.
14. The use of Game Lands roads by operator must not prevent or interfere with the customary use of said roads by the Commission and the public. Plowing or the application of material for traction or ice control on State Game Land roads is prohibited unless authorized in writing by the Regional Forester. State Game Land roads used by the operator must be kept passable at all times except during periods when roads are covered with ice or snow or following extreme weather related events.

15. The Regional Forester or his designee may notify operator to temporarily discontinue use of any of the Game Land roads whenever in his opinion such action is necessary to prevent serious damage.
16. Operator is not guaranteed exclusive use of the haul roads for this project. Hauling restrictions may be implemented at the discretion of the Regional Forester or his designee to avoid excessive damage to haul roads under joint use.
17. Any roadways damaged from activities associated from this project shall be graded with a dozer with a six-way blade at the conclusion of use. Ditches and other drainage structures must be opened and re-established where needed and/or as directed by the Regional Forester or his designee. The road must be crowned to drain all water into ditches, turnouts, and culverts.
18. There are existing culverts along the hauling route. These culverts are to be maintained in good working condition throughout hauling operations. The contractor is responsible for damage to culverts/headwalls resulting from timber operation. The contractor will immediately repair and/or replace damaged culverts with new black corrugated double-walled smoothbore plastic culvert pipes of equivalent diameter and length as the damaged culvert, will remove damaged culverts from the Game Lands, and will re-construct headwalls as directed by the Regional Forester or his designee.
19. Skidding is restricted to within the project boundary. Skid trails must be located to avoid steep gradients, as well as spring seeps and other potentially wet areas. All skid trails are subject to the approval of the Regional Forester or his designee.
20. No skidding is permitted on any game lands roads.
21. The contractor shall supply and install temporary skid bridges on skid trails at the discretion of the Regional Forester or his designee.
22. If a skid trail will be sitting idle for one (1) month or more, the contractor must install open and functional water bars.
23. Main skid trails are to be leveled, open and have water bars added at the conclusion of harvesting.
24. Upon conclusion of skidding and removal operations, the contractor will grade the skid trails to a rut-free condition and install water bars as directed by the Regional Forester or his designee. A bulldozer with a six-way blade is required for final grading. Final grading and seeding of skid trails shall be completed while the soil is freshly disturbed.
25. Landing area is to be approved by the Regional Forester or his designee.
26. Upon conclusion of use, the landing will be cleared of debris (including bark debris and rocks), graded smooth with positive drainage, and ditched as directed by the Regional Forester or his designee. A bulldozer with a six-way blade is required for final grading. Immediately after final grading and while soil is freshly disturbed, the contractor will apply seed and straw mulch to the landing.
27. Seed specifications: 100 lbs. per acre of Oats.
28. Weed-free Straw Mulch specifications: 100 bales per acre. A mechanized mulch spreader is required to apply straw mulch uniformly to treated surfaces. Straw mulch must be spread to a depth of less than ½ inch over the entire seeded location.
29. Guaranteed catch of cover must be obtained before the bond will be released. This will be determined by the Regional Forester or his designee.

30. The contractor will remove all trash and garbage, personal and otherwise, generated from the completion of this contract and dispose in a proper manner.
31. The contractor shall comply with all SGL (State Game Lands) rules and regulations.
32. All equipment should be cleaned of soil and debris before being moved onto site to prevent spread of invasive species.
33. No in-woods operations will be permitted on the following days for the period of this contract:
 - a) All Saturdays in the months of October, November, December, and January and any Sunday open to hunting.
 - b) The opening day and all Saturdays during spring gobbler season, including youth spring gobbler hunt.
 - c) All the days of general firearms bear season.
 - d) The entire 2 weeks of the general firearms deer season.
 - e) The opening day of flintlock muzzleloader season.

Any variance from the Non-Work Days must have advanced approval from the Regional Forester.

34. The contractor shall notify the Regional Forester or designee upon completion of the work to schedule a final inspection. Inspection will occur during normal working hours. All equipment used for the project will remain on site until the final inspection is completed.
35. The contractor, employees, and subcontractors may not hunt to, from, or at the job site when the work location is beyond a gated road that is closed to public traffic. The contractor may travel to and from the work location on non-work days to check the condition of equipment. **No felling, trucking, equipment repair or access for the purpose of hunting at the job site will be permitted.**
36. Operator must comply with Pennsylvania Department of Environmental Protection, Chapter 102, Erosion Control Rules and Regulations, and take any additional precautions which are necessary in the opinion of the Regional Forester or his designee to prevent soil erosion and sedimentation during the operation of this sale. Should soil erosion and sedimentation occur on State or private lands from the operation of this project, the Operator at his expense must correct said conditions immediately.
37. The contractor shall comply with the E&S Plan for the project area. The plan must be on site and available for inspection at all times. A completed plan will be provided to the successful bidder. The operator should review the plan, due to his responsibility for the implementation of erosion controls during the harvest operation.
38. The Operator must take whatever precautions are necessary, in the opinion of the Regional Forester or his designee, to prevent water pollution and any other conditions detrimental to the environment on state and private land and must correct immediately at his/her own expense to the satisfaction of the Commission any conditions detrimental to the environment which result from the operation of this project.
39. The contractor shall supply locks for access gates as necessary. Except for seasonally opened gates, PGC gates are to be kept closed and locked, at all times, except when the contractor is present on the site. Repeated failure to close gates will be penalized.
40. Vehicle traffic on PGC access roads shall not exceed 25 MPH.
41. Except for the contractor, no persons shall be permitted to cut or remove firewood.
42. This project area falls in the spotted lanternfly quarantine area (Blair, Huntingdon, Mifflin, Juniata, Perry, Cumberland, York Counties currently). The contractor is responsible for understanding and complying with all applicable requirements. Up to date information can be found at www.agriculture.pa.gov.

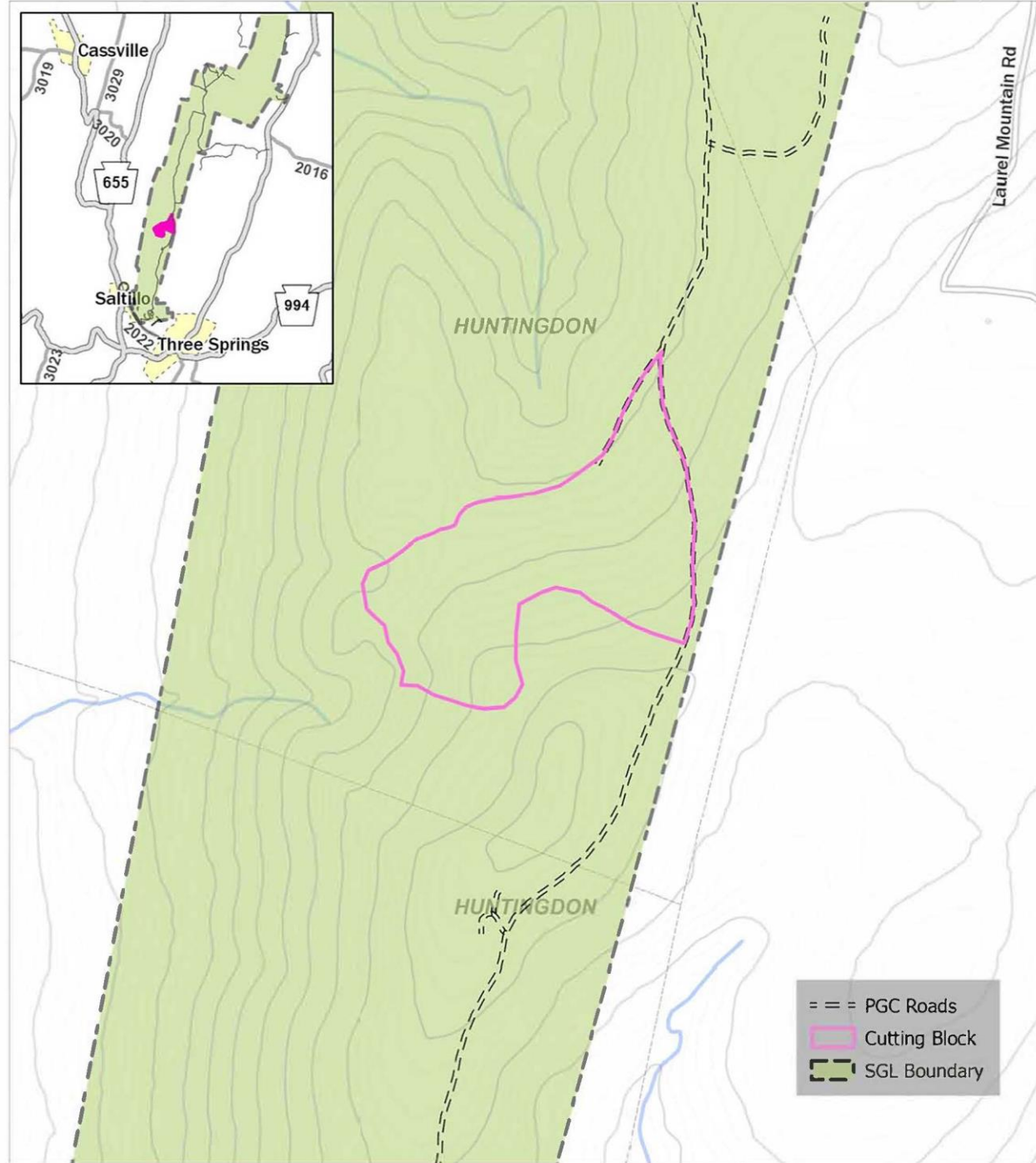
43. *Violations of contract provisions by the contractor may subject the contractor to fine based on Title 34 and 58 regulations.*

Attachment 2---Project Map

SGL 99
Clay Township
Huntingdon County
Compartments: 3; 4
Stands: 39, 49, 52, 53; 2

SGL 99 Jacks Torch II Project Phase 1-FY 2021

Tree Removal:
Pink Boundary-Fell all stems 2' tall up to 12" DBH except Oaks, Hickories, Cherry, Dogwood, Serviceberry. Fell all Birch. Remove all debris 6" diameter and larger.
Total Acres: 64 ac.



Forester: dstrunk
12/22/2021

0 1,000 2,000
US Feet

1 inch = 1,000 feet

