

- Long term residuals are marked with red paint and are not to be felled or damaged.
- Commercial trees to be removed via a timber sale contract are marked in yellow and are not to be felled or damaged.

C. Site Characteristics

Some areas within the project area contain moist and wetland soils which are not suitable for machine mowing operations at any time during the year. Others areas contain trees greater than 12 inch DBH that will need to be felled and will remain onsite as course woody debris. All roads, food plots, streams, spring runs, and trails will be kept clear of all material and debris.

III. SITE INSPECTION AND ASSISTANCE:

The PGC will conduct an optional one-time-only tour of the work sites for prospective bidders. We will meet November 1, 2017 at the Dam Inn Bar and Restaurant Glen Hazel Rd, Wilcox, PA 15870. This meeting location is approx. 9 miles north from the intersection of SR 255 and SR 120 (The Diamond) in St. Mary's on the Glen Hazel Road. The GPS coordinates for the meeting location are **N 41.539358 and W -078.614366**

IV. CONTRACT REQUIREMENTS:

- A. All work must be completed by the termination date: **April 28, 2018.**
- B. No contract extensions will be approved.
- C. The contractor agrees to comply with all attachments.
- D. 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 **\$3,000.00.**
- E. Failure to comply with any of the terms or conditions of the Contract may 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.

C. 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 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.

D. 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 COMMONWEALTH PROPERTY:

The Contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this 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.

A. **TIMBER DAMAGES** – When, in the opinion of the Regional Forester, damage to the residual stand becomes excessive the Contractor 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 Contractor's carelessness or negligence is less than \$25.00 per tree then a minimum charge of \$25.00 per tree will be made whether the tree is commercial, non-commercial, merchantable or non-merchantable.

B. **COMMISSION FACILITIES** - Contractor shall immediately repair, in a manner that meets with the approval of the Regional Forester, any damage to Game Land roads and other facilities, including access roads, resulting from their use for this felling operation, general wear and tear excepted. Regional Forester 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:

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Wednesday November 8, 2017.** 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 **Contracts and Procurement at 717-787-6594**

This bid should include the unit price per acre. The bid will be awarded on a lump sum total of the entire project. The work may begin on or after December 11, 2017 and the work must be completed by April 28, 2018. No extension of time will be awarded.

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.

The unit price shall include all labor, equipment, tools, insurance and all items necessary for the completion of the project.

VIII. PAYMENT TERMS:

Acres felled are the unit of bidding and payment will be based on the amount of work completed to the specifications

Attachment 1: Crooked Creek PESH, SGL 025

SCOPE

This work involves the fell of all non-marked trees and shrubs inside the project boundary. Project Boundary is delineated by blue double slashes (//) painted on trees. Islands are delineated by blue double slashes (//) painted on trees accompanied by an "I" or "island" also painted in blue on the same tree. No disturbance or felling will occur inside islands. Long term residuals are marked with red paint and are not to be felled or damaged. Commercial trees to be removed via a timber sale contract are marked in yellow and are not to be felled or damaged. The location of the project is detailed on the attached map.

PROCEDURE & TERMS

- A. Erosion control if necessary will be obtained by placing water bars or intercept dips at the recommended spacing based on the slope of the site. The contractor is responsible for installation of the water bars as well as seeding of all the trails with the designated seed mixture. The Regional Forester will be available to designate locations of all water control devices. Significant soil disturbance and erosion and sedimentation control issues are not expected for this project.
- B. Seeding Mixture: not expected to be needed
200lbs of 10-10-10 Fertilizer per acre applied prior to seeding
25 lbs. or red clover/acre
60 lbs. or one bushel of wheat per acre
Seeding must be applied at conclusion of project.
- C. Damage any plants or trees, natural growth, or other objects outside the areas to be cleared and grubbed is not acceptable. Payment for damages will be determined if deemed necessary by the Regional Forester. The rate of damage will be \$25.00 per tree for damage caused by the neglect of the contractor.
- D. Damage to existing infrastructure (roads, trails, food plots) will be repaired by the contractor
- E. All merchantable pulpwood/logs are property of the Commonwealth and cannot be removed from the site. Burning is not permitted at the site.
- F. 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 tools and equipment, as well as items generated through personal use by the contractor's employees.
- G. Access gates to the area will remain closed at all times.
- H. Clean all equipment and vehicles thoroughly (especially the undercarriage and wheels) before they are brought on site, this will remove invasive plant seeds from the equipment and undercarriages of the vehicles that may have been picked up at other sites.

- I. The contractor will notify the PGC forestry representative three days prior to beginning the project. The contractor may work at times other than the schedule of the PGC forestry representative. Inspection of the project will occur during normal working hours.

- J. No in woods operations will be permitted on the following days for the period of this contract:
 - 1. All Saturdays in the months of October, November, December, and January.
 - 2. All the days of the general statewide bear season
 - 3. The entire 2 weeks of the general firearms deer season
 - 4. The opening day of the flintlock muzzleloader season
 - 5. All Saturdays of spring turkey season and youth turkey season

- K. Final inspection of the habitat project will be conducted by the Regional Forester. The contractor may be present at the final inspection. Upon successful completion of the required work, payment will be released to the contractor.