

GENERAL SPECIFICATIONS – Butler Enterprises Lot Improvement.

I. SCOPE OF WORK:

The Pennsylvania Game Commission, Northeast Region, requires **2 gates constructed and installed, removal of old gate, 10-ton boulders moved, 5-ton boulders provided and positioned, 30 tons stone spread and rolled, all scrap removed, and 3 kestrel boxes built and installed**. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, materials, and equipment. All Purchase Orders require the contractor to provide the equipment, water, any other adjuvants, labor, insurance, and all miscellaneous expenses to complete the operation.

Any questions concerning the technical aspects of this bid should be directed to the Northeast Region Wildlife Diversity Biologist, Rich Fritsky at rfritsky@pa.gov 570-406-6690.

II. PROJECT LOCATION:

Property of Butler Enterprises, Inc. Hazlebrook, PA. Foster Township, Luzerne County. Directions: From Hazleton head east on State Route 3030, continue straight onto Stockton Road for 1.1 miles. Stockton Road becomes Hazlebrook Rd for 1.8 miles. Turn right onto Stockton Number 7 Road. Coordinates: 40.97539, -75.88563

III. CONTRACT TASKS:

Provide and Spread 2a Stone and Pack with vibratory roller

Provide and evenly spread 30 tons of 2a stone and roll with a 10-ton vibratory roller to form a level surface suitable for vehicle parking.

Lot is to be enclosed by 5-ton boulders.

Contractor is to supply and position 5-tons boulders to completely line the 110 feet of the lot's southern boundary (as indicated in RED on the attached map).

10-ton boulders are to be moved to lot corners.

The existing 10-ton boulders are to be relocated to the corners of the lot.

Remove old gate and dispose

Remove old metal gate including both I-beams which have been driven deep into the ground. All pieces are to be removed from site and scrapped or disposed of properly.

Remove and properly dispose of all auto/metal/wood scrap

Remove all metal, wood, automotive scrap and any other garbage including all tires, all car

and motorcycle chassis, all oil tanks, and other debris. All pieces are to be removed from site and scrapped or disposed of properly.

Install 3 kestrel boxes

3 kestrel boxes will be built or purchased, and installed on three 16-foot 4x4 post planted 3' in the ground at specified locations. One 50-pound bag of Quikrete is to be used to secure each post (150 pounds total).

Install 2 new gates

2 metal gates are to be fabricated and placed as indicated on map. Gate construction specifications are shown in **Appendix A**.

1. The operator will supply the material and construct and install a metal pole gate as directed by the Regional Wildlife Diversity Biologist or his designee.
2. All gates must be constructed with new materials.
3. Both gates will include an additional lock post installed so they can be locked open.
4. All gate posts will be installed using Penn DOT Class A (3,000 psi) concrete. Do not use dry mix).
5. The hinge-end gate post will be installed in a hole that is approximately 3-foot diameter by 4-feet deep. This will require 1 yard of concrete.

IV. SITE INSPECTION AND ASSISTANCE:

No organized site tour is scheduled. However, you are encouraged to visit the property to look at the job own your own prior to providing an estimate. Please contact Rich Fritsky at rfritsky@pa.gov, 570-406-6690 with any questions.

V. CONTRACT REQUIREMENTS:

- A. All work **must be completed** by September 30st, 2018.
- B. The Contractor agrees to comply with all attachments. The Commission reserves the right to reject any or all bids

VI. RECALL TREATMENT:

Recall treatment resulting from misses and faulty application will be at the contractor's expense. The Contractor will be required to repair, without any additional compensation faulty application or equipment limitations that were not

immediately readily apparent after initial installation. The PGC representative will make this decision within nine (9) months of the initial installation and will transmit a final written decision to the contractor with the exact locations and time frames that these areas must be retreated. Thereafter, the Contractor will be required to complete the retreatment by the date specified in the PGC representative's letter. These repairs must be fixed as per the original specifications.

VII. FAILURE TO PERFORM:

The operator will be required to treat all acreage specified in the contract within the service delivery dates.

- A. TREATMENT AREA – Operator personnel are expected to know the location of lot area, gates, and boundary stones.
- B. TREATMENT QUALITY – Operator personnel are expected to know the technical requirements and installation standards. Failure to install properly will result in recall treatment as listed in Item VI above. Failure to perform recall treatments or subsequent failure to adhere to installation specifications may result in Performance Surety forfeiture and the Contractor being declared ineligible for future contract awards.

VIII. HOLD HARMLESS:

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth and Butler Enterprises 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. INSURANCE REQUIREMENTS:

- A. The Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth. Contractor must provide proof of insurance as specified in Items A and B for equipment owned, leased, rented, subcontracted, or otherwise utilized by the Contractor and for all personnel hired, subcontracted, or otherwise employed by the Contractor.
- B. Such policies shall name the Commonwealth as an additional insured. Prior to the commencement of work under the Purchase Order(s), Operator 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.
- C. The Contractor will provide Worker's Compensation insurance sufficient to cover all of the employees of contractor working to fulfill this contract.
- D. 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.

X. BID AWARD:

ALL VENDORS WHO CONDUCT BUSINESS WITH THE PENNSYLVANIA GAME COMMISSION MUST HAVE A VENDOR NUMBER ASSIGNED TO THEM, OR ACCEPT MASTERCARD 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 main or remit to address. This is a Department of General Services (DGS) website so you need to contact them directly if you have any problems with the website.

The bid as a per acre price shall include all labor, supervision, tools, equipment, herbicide, surfactants, dyes, adjuvants, water, insurance and all miscellaneous expenses necessary for the completion of the project.

The Contractor shall be paid for the completed project at the unit price bid for ACTUAL acres treated, not to exceed those in the contract specifications (Attachment 1) and as determined by a PGC representative.

XI. PERFORMANCE BOND:

A. As further guarantee of faithful performance of the conditions set forth in this Contract, the successful bidder hereby agrees to furnish the Commission with Certified Check, Savings Account, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission as **bond in the amount of \$1,000.00**. Bond must be paid to the Commission before commencement of work.

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

B. 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.

C. 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 and the Commission may declare the Contractor ineligible to bid on future contracts.

XII. CONTRACT TERM:

The contract term shall commence upon contractor's receipt of a bid award notice from the PA Game Commission that includes a notice to proceed. The Commonwealth may terminate this contract for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

XIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual acres treated pursuant to these contract specifications as determined by a PGC representative following final site inspection.

ATTACHMENT 1: Additional Specifications

1. DELINEATION OF TREATMENT AREA

- A. Efforts have been made to clearly delineate all project areas, but it is the responsibility of the contractor to be certain of the location and intended treatment for all areas specified under this contract before and during performance of work.

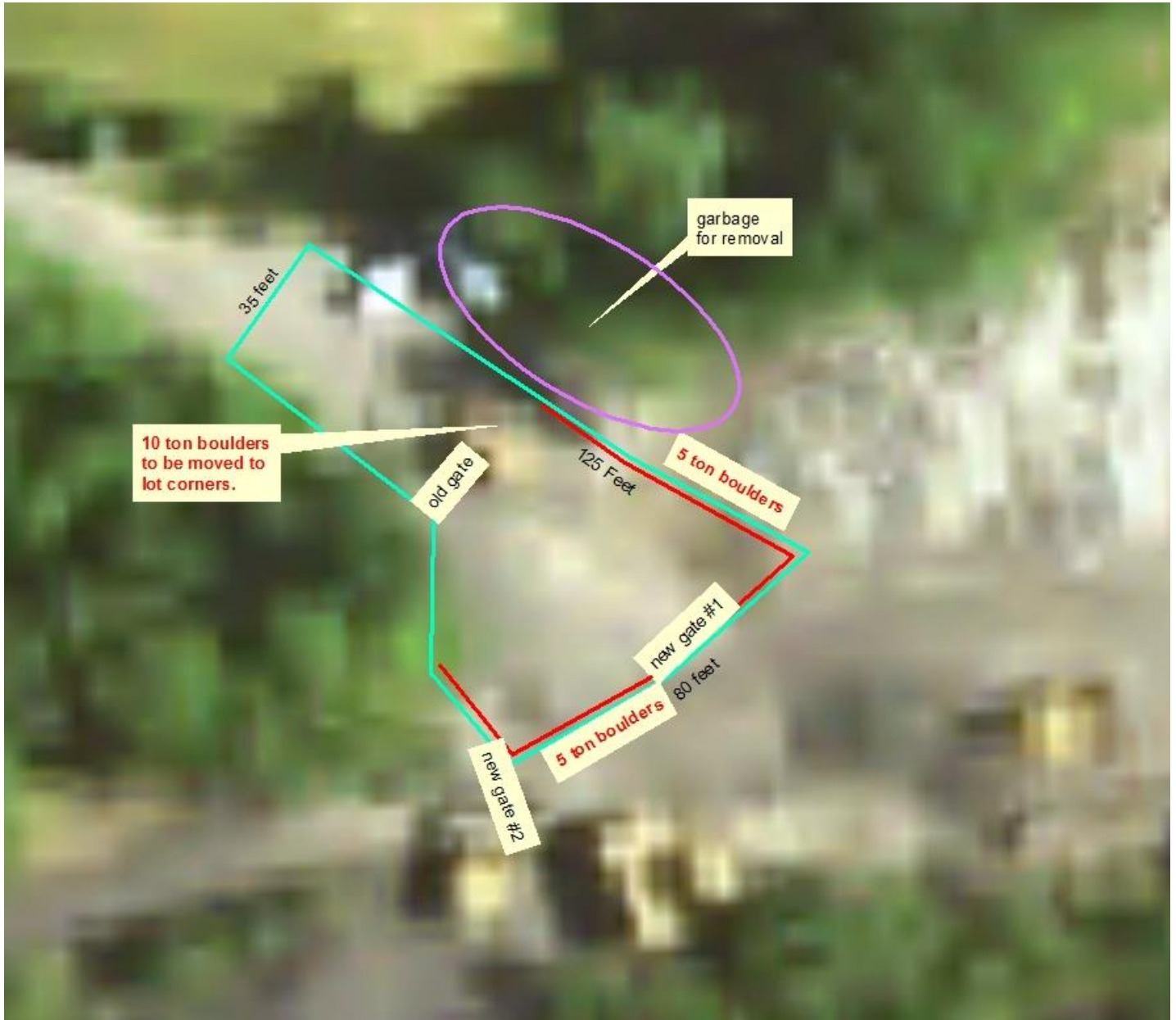
2. IMPLEMENTATION REQUIREMENTS

- A. Timeline:
 - i. All work is to be completed by September 31, 2018.

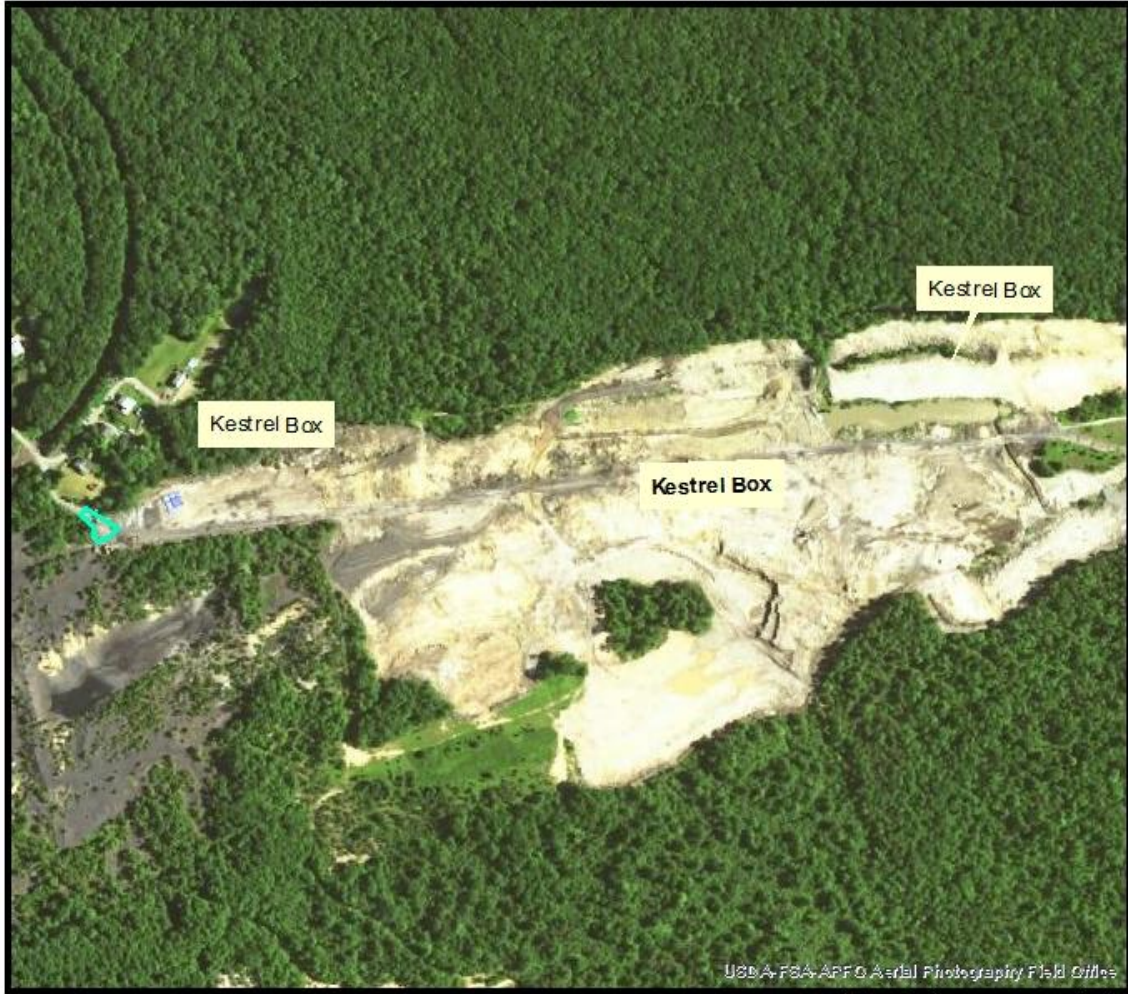
3. OTHER REQUIREMENTS

- A. Contractors will not remove flora or fauna from the property, including fuel wood. The contractor will remove all trash and garbage, personal and otherwise, generated from the completion of this contract.
- B. The contractor will notify the PGC (Rich Fritsky) **three** days (72 hours) prior to beginning work on the project. The contractor may work at times other than the schedule of the PGC representative. However, questions or other relevant concerns needing to be addressed on site will only occur on weekdays from 9:00 am to no later than 2:00 p.m.
- C. The contractor may be present during the final inspection.

*Mention of trade names, brands, or registered products does not imply or constitute endorsement by the PGC

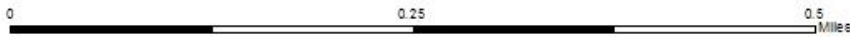


Kestrel Box Locations



USDA, FSA, APFC Aerial Photography Field Office

*Boundaries are approximate



1 inch = 525 feet

Legend

 Lot - Spread Stone



Rich Fritsky