I. SCOPE OF WORK:
The Pennsylvania Game Commission (PGC), Southcentral Region, requires the complete removal of approximately 4.5 acres of over grown hedgerows on SGL 230 in North Middleton and Middlesex Township, Cumberland County, and understorey mowing of 32 acres. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools and equipment for the work as per Attachment 1, Hedgerow Removal and Understory Mowing. **Total number of acres treated will be contingent on available funds.** All Purchase Orders require the contractor to provide the equipment, labor, insurance, and all miscellaneous expenses to complete the operation.

Any questions concerning the technical aspects of this contract should be directed to Eric Horsh (ehorsh@pa.gov) at 717-676-8282

II. PROJECT LOCATIONS:

The project is located on SGL No. 230 in North Middleton and Middlesex Township, Cumberland County near the town of Carlisle Springs (attachment 2), **Total number of acres treated will be contingent on available funds.**

SITE INSPECTION AND ASSISTANCE:

PGC personnel will conduct a one-time meeting to answer any questions regarding the project. The meeting will be held on **November 21, 2018 at 9:00.** The meeting location will be at coordinates 40.271997 -77.190628. (Attachment 2A)

III. DAMAGE TO COMMONWEALTH PROPERTY:

The contractor shall be responsible for any damage to Commonwealth property resulting from the completion of this contract. The contractor shall immediately repair, in a manner that meets with the approval of the PGC, any damage to roads and other facilities resulting from the contractor’s activities, beyond what is reasonably considered normal wear and tear.

IV. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual acres correctly completed as measured by the PGC. All work shall be completed prior to June 15, 2019. **Total number of acres treated will be contingent on available funds.**

V. CONTRACT REQUIREMENTS:

A. All work must be completed by the contract termination date: **March 30, 2019.** And may not begin prior to **December 10, 2018.**

B. The contractor agrees to comply with all attachments. The Commission reserves the right to reject any or all bids.

C. As a further guarantee of faithful performance of the conditions set forth in this Contract, the successful bidder hereby agrees to furnish the PA Game Commission with Cashiers or Treasurers Check, payable to “Pennsylvania Game Commission”, in the amount of **15% of the total bid price prior to work beginning.**
The performance bond should be mailed or otherwise delivered to the following address:

Attn: LMGS Eric Horsh  
PA Game Commission  
8627 William Penn Highway  
Huntingdon, PA 16652

The performance bond will be released upon satisfactory completion of the project as determined by the PGC.

D. 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.

E. 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.

VI. 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.

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.
1. The area to be treated will be mapped and marked by the commission prior to work beginning.

2. In the hedgerow removal, all material smaller than 5 inches in DBH shall be mowed. All trees over 5 inches DBH shall be either hand felled, with stumps no higher than 3 inches above the ground level or removed with heavy equipment. Any material over 5 inches may be retained by the contractor but must be removed by the contract termination date, March 30, 2019.

3. All material hand felled or removed by heavy equipment not retained by the contractor shall be pushed into brush piles in the location of the existing hedgerow.

4. In the understory mowing area all material under 4 inches in DBH shall be mowed, except for any Oak, hickory, Pine or those marked by the Commission.

5. Roads, road berms, ditches, culverts, and waterways must be kept clear of woody debris.

6. Heavy equipment shall not be operated when ground conditions are such that excessive soil disturbance and damage will result. The contractor may be required to repair areas that become rutted due to work.

7. The contractor shall remove all trash and garbage generated from the completion of this contract on a daily basis. This includes all materials generated from the support of felling tools and equipment, and any other items or refuse generated by the contractor’s employees.

8. The contractor shall notify the LMGS Horsh three days prior to beginning the project. The contractor may work at times other than the schedule of the LMGS Horsh. The contractor may be present at the final inspection.

9. The contractor shall comply with all State Game Lands regulations.

10. The following are “Non-work days” for this project: December 25th, 26th, 29th, January 5th and 12th.
Attachment 4
Understory Mowing

Understory Mowing