SGL 089 Craig Fork Laurel Mowing Project 2-8-19

GENERAL SPECIFICATIONS

I. SCOPE OF WORK:

A. The Pennsylvania Game Commission, Northcentral Region, machine mowing of laurel and other woody interference. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools and equipment for the mowing of laurel and woody interference on 212 acres of SGL 089, Colebrook Twp., Clinton County. Detailed specifications are attached in the bid packet. *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 bid should be directed to:

Kyle Clouse Forester, Northcentral Region Phone: 814-404-1023 Email: kclouse@pa.gov

II. CONTRACT TASKS:

A. Project Location:

- a. State Game Lands 089, Colebrook Twp. Clinton County. The contractor will mow all laurel and woody interference up to 4 inches DBH on 212 acres, as described below and outlined on the attached map.
- b. Maps of the locations are included in the bid packet.

B. SITE INSPECTION AND ASSISTANCE:

The PGC will conduct a one-time-only guided tour of the work sites for prospective bidders on <u>February 27, 2019</u> beginning at 9:30 AM. The tour will start with a review of the site. We will meet at the Colebrook Twp. Building located in Farrandsville, Clinton County.

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

C. OPERATOR QUALIFICATIONS:

To bid on this project, an Operator must have the office, maintenance facilities, equipment, employees, and qualified equipment operators and mechanics, and have tools, equipment, and spare parts for the make and type of equipment indicated in these specifications.

I. EQUIPMENT SPECIFICATIONS:

a. Any machine equipment to be used for this project must be a forestry type mowing machine with suitable cutting devices such as a "hydroax", "Fecon", or other suitable cutting head mounted on a machine capable of negotiating forest terrain. All machines used for this project must be of at least 95hp. The Commission reserves the right to reject any piece of equipment that in its opinion will not safely and adequately complete the job.

III. CONTRACT REQUIREMENTS:

A. All work can be started immediately after bid award notification and contract signing. Work must be completed by the termination date: <u>June 21, 2019. No contract extensions will</u> <u>be approved.</u>

CONTRACT REQUIREMENTS:

- All laurel and all woody stems up to 4 inches are to be mowed, except conifers. ALL CONIFERS ARE RESERVED.
- Woody material felled using a mechanical flail type system may not have stumps with clean, sharp cuts and edges and must be less than twelve (12) inches, except when in the opinion of the Field Contract Coordinator, said height is impractical.
- Woody material felled with clean cuts 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 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, noncommercial, merchantable, or non-merchantable.
- 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 **\$1,000.00**.
- D. Failure to comply with any of the terms or conditions of the Contract will result in cancellation of the agreement.

IV. 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.

<u>Such policies shall name the Commonwealth as an additional insured</u>. 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.

V. 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 herbicide 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:

The bid shall be submitted on a dollars per acre basis by line item. The Operator shall complete the **electronic invitation for bid** to be found at <u>www.pasupplierportal.state.pa.us</u>, for award of the bid.

Bids will be publicly opened on **March 12, 2019 at 2:00 PM**, at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797. Failure to sign the IFB will be reason for rejection of the bid and bids received after the due date or due time will not be accepted.

The *per acre price* shall include the cost of equipment, labor, insurance, and all <u>miscellaneous expenses necessary for the completion of the tasks</u>. Prices bid shall be in dollar and cents only.

The 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 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 <u>www.pasupplierportal.state.pa.us</u> or phone (877) 435-7363 or (717) 346-2676 or email <u>ra-srmhelp@state.pa.us</u> 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.

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 **June 21, 2019**.

1) OPERATIONS AND NON-WORK DAYS

- a) No woods operation will be permitted on the following days:
 - 1. The opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt.
- b) The contractor, employees, and sub-contractors 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 <u>no-work</u> days to check on the condition of equipment.

Except on Sundays, it is unlawful to be present on State Game Lands from November 15 through December 15 inclusive when not engaged in lawful hunting or trapping and fail to wear a minimum of 250 square inches of daylight fluorescent-orange material on the head, chest, and back combined, or in lieu thereof, a hat of the same colored material. The material shall be worn so it is visible in a 360-degree arc.

IX. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual services performed. **Payment** will be made on the basis determined by the Commission's surveyed acreage treated.

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

Attachment #1 "JOB SPECIFICATIONS" Hand Felling

			Machine Mowing	Acceptable Treatment Period	notes / comments
Region	Property	Project Name	Acres		
NC	SGL 089	Craig Fork Laurel Mowing	212	Contract Signing - June 21, 2019	
			212		