

## **SPECIAL PROVISIONS FOR GOVERNORS ROAD FIREBREAK II PROJECT**

**S.G.L. # 103 Sale # 103-19-01-NC**

### **1) ADMINISTRATIVE ITEMS**

- a) Whole tree harvesting is not permitted.
- b) Project must be completed by 4/1/2020.
- c) Project includes 35 acres of timber to harvest and 8,500' of new firebreak to construct.

### **2) BOUNDARIES, BLOCKS, AND CUTTING INSTRUCTIONS**

- a) The centerline of the new permanent firebreak is marked with orange paint. All trees marked with orange are to be cut.
- b) All dead trees down to 4" DBH are to be cut in the following harvest areas:
  - a. From orange centerline inside the burn unit for 120'. This harvest boundary is not marked with blue paint.
  - b. From the orange centerline outside the burn unit for a distance of approximately 30' to the blue boundary.
  - c. From the Governors Road inside the burn unit for a distance of 150'. This harvest boundary is not marked with blue paint.
- c) A triple blue stripe represents a hard turn in the block boundary. No trees marked with blue are to be cut.
- d) All stumps, tops, and cull portions of trees must be kept a minimum 50' from the orange centerline on the inside of the firebreak and a minimum of 25' on the outside of the firebreak.
- e) All stumps, tops, and cull portions of trees must be a minimum 50' from Governors Road.
- f) Game Land boundary, roads, pipeline and power line right-of-ways, herbaceous openings, and spring runs are to be kept free of tops.
- g) Logs and pulpwood are to be cut to length in the woods to minimize short ends at the landings.
- h) Extra caution should be taken to avoid felling damage or skidding damage to reserved trees.

### **3) US / STATE / LOCAL ROADS**

- a) Contractor will be responsible for all permits and bonds on both state and township roads.

### **4) GAME LAND ROADS TO IMPROVE**

At conclusion of hauling

- a) Any sections of Governors Road that show signs of wear due to activities related to this project must be graded and crowned with a road grader or dozer to drain all water into ditches and culverts. This road must then be stone raked and ditches must be re-established where needed.

This includes up to 30,000 feet of existing road. All decisions regarding road repairs will be made by the Regional Forester.

## **5) LANDINGS**

- a) All landings are to be approved by the Regional Forester. There is 1 existing landing that may be used to land and is designated on the sale map.
- b) Logging debris is to be kept to a minimum. All logs and pulpwood are to be marked to length in the woods to eliminate short ends at the landings.
- c) Following use of the landing, logging debris must be separated from the burn unit with a dozer line.
- d) At the conclusion of the sale, all landings are to be leveled, cleared of debris, and be seeded according to specifications outlined in Section 8 below.
- e) Through traffic is to not to be blocked while landing along Governors Road.

## **6) SKIDDING**

- a) Due to the long length of the skids that would be necessary to stay within the boundary of the harvest blocks, a limited number of designated skid trails will be permitted outside of the block to shorten skidding distances. At the conclusion of use, designated skid trails are to be cleared of rocks and debris, leveled, have water bars added, and be seeded according to specifications outlined in Section 8 below. All skid trails outside of block boundaries will require pre-approval by the Regional Forester.
- b) When present, existing trails are to be used for skidding and must be left open.
- c) No skidding across small drainages will be permitted without the use of temporary bridges.
- d) Skidding on or across Governors Road is not permitted.
- e) Wet areas should be avoided when skidding and any treetops which are felled into small wet areas should be left in the water rather than pulled out.
- f) If skid trails are to sit idle for one month or more they are to have water bars added.
- g) Main skid trails are to be cleared of rocks and debris, leveled, and have water bars added at the conclusion of use.

## **7) FIREBREAK CONSTRUCTION**

- a) There is a total of 8,500' of firebreak to construct. A dozer will be used to add water bars, push out stumps, remove the rocks, woody debris, and leaf litter, and grade the surface to create at minimum a 12' wide, level, stump free running surface on the entire 8,500' of firebreak. All firebreaks are to be seeded according to specifications outlined in Section 8 below. Firebreaks need to be able to prevent fire from crossing and smooth enough to traverse with a UTV.
- b) A minimum of 5 turnarounds must be installed along the new section of firebreak and are to be spaced approximately every 1,000'. Each turnaround must be at least 15' X15' in size.

**8) SEEDING OF SKID TRAILS, FIREBREAKS, AND LANDINGS**

- a) At the conclusion of the project, approximately 4 acres of landings, firebreaks, and designated skid trails are to be cleared of rocks and debris, and seeded according to the following per acre rates:

<u>Landings .5 acres, Firebreaks 3 acres,</u>	<u>Total</u>
<u>Designated Skid Trails .5 acres</u>	4 acres
LBS/acre	
5 LBS. CRIMSON CLOVER - Inoculated Seed	20 lbs.
5 LBS. LADINO OR WHITE CLOVER - Inoculated Seed	20 lbs.
100 LBS. OATS OR WHEAT (SEASONAL)	400 lbs.

- b) In addition, any other sections of skid trail with a potential for erosion also need to be seeded as directed by the Regional Forester or designee on the ground and according to specifications outlined in this section.
- c) The Regional Forester is to be notified prior to the application of seed.
- d) Guaranteed catch of cover must be obtained to the satisfaction of the Regional Forester before the bond will be released.

**9) 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.
  2. All Sundays that are open to hunting.

No woods operation will be permitted from **March 1<sup>st</sup> thru April 15<sup>th</sup>** without the permission of the Regional Forester.

- 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 no-work days to check on the condition of equipment.
- c) The contractor is responsible for the control and collection of fluids leaking from any equipment used on the site. The contractor 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 contractor must collect and control fluids leaking from any equipment and dispose of properly.
- c) Except on Sundays that are not open for hunting, 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.

**10) MISCELLANEOUS**

- a) Operator must comply with the erosion and sedimentation control plan for the area.

- b) **Successful bidder is to contact PA One Call (1-800-242-1776) prior to construction of landings, haul roads, skid trails, or other earth moving activity to identify and locate underground utility lines.**
- c) Violation of contract provisions by the operator may subject the operator or its employees or contractors to fine based on Title 58 regulations.
- d) Be advised that the Timber Rattlesnake is a state protected species and is not to be harmed. Killing of Timber Rattlesnakes without a proper permit is prohibited by the Commission pursuant to 58 Pa. Code Section 79.6.
- e) Operator will supply all employees working on the site with a map and copy of the sale provisions.
- f) Operator is to use gated gameland access roads for logging purposes only.
- g) Except for seasonally opened gates, PGC gates are to be kept closed at all times, except when active hauling is occurring and the contractor is present on the site. Repeated failure to close gates will be penalized.

#### **11) SAFETY AND LOGGER TRAINING**

- a) The Buyer, his employees and sub-contractors are expected to perform all logging operations in a safe manner as required by applicable laws and regulations. The Commission expects the Buyer to ensure that logging crewmembers dress in protective attire, and perform their duties with equipment, in accordance with standards established by the logging industry and the Occupational Safety and Health Administration (OSHA).
- b) The PGC recommends that logging crews working on State Game Lands be trained in safe logging techniques and sound environmental logging practices through a formal training program such as the one provided by the Pennsylvania Sustainable Forestry Initiative or another similar course.

#### **12) FORESTER CONTACT INFORMATION**

Forester  
Aaron Tyson  
(570) 317-6185

Regional Forester  
Gary Glick  
(570) 398-4744 Ext. 30310

Please feel free to call with any questions or concerns.

**13) PA RIGHT TO KNOW PROVISIONS**

- a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this contract.
- b) Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM [or “the legal contact information provided in this contract”] if the agency needs the Contractor’s assistance in any matter arising out of the Right to Know Law (“RTKL”). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c) Upon notification from the Commonwealth that the Commonwealth requires the Contractor’s assistance in responding to a RTKL request for records in the Contractor’s possession, the Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor’s possession which arises out of the contract that the Commonwealth requests (“Requested Information”) and provided such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- d) The Commonwealth’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth’s decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor’s written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.
- e) The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- f) Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL. Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this contract and shall continue as long as the Contractor has Requested Information in its possession.