

**GENERAL SPECIFICATIONS
PENNSYLVANIA GAME COMMISSION
FORESTRY DIVISION**

HABITAT ENHANCEMENT PROJECT

I. SCOPE OF WORK:

- A. The Pennsylvania Game Commission, Forestry Division, requires the services of an Operator to construct a new road 5,497 feet in length and having a 12-foot wide running surface in SGL 014, Shippen Township, Cameron County. Services shall include, but are not limited to, the furnishing of all materials, labor, equipment, tools, superintendence, miscellaneous items, and performing all work necessary to complete the project to the satisfaction of and subject to the approval of the Commission. The new road is to be constructed through a wooded area on a side hill having a slope of 15-20% which was struck with a windstorm in 2018.
- B. Questions regarding any technical aspects of this bid should be directed to Regional Forester Gary Glick, at telephone no. (570) 398-4744 Ext. 310. Questions specific to the bidding process should be directed to the PGC Purchasing and Procurement Division at telephone no. (717) 787-6594.

II. CONTRACT TASKS: GAME LAND ROADS TO BUILD / IMPROVE

A. Project Location(s): N 41.43 W -78.361

B. Road To Improve:

- 1. All roadways used on state gamelands shall be graded with a dozer with a 6-way blade or a road grader at the conclusion of use. Ditches and other drainage structures must be opened and re-established where needed. The road must also be crowned to drain all water into the ditches and culverts.
- 2. The operator must use a bulldozer to shape and grade the roadway as the required new subbase is applied. The road must be a center crown shape with 6% side slopes.
- 3. Summary of Road Improvements:
 - a). 1,035 tons of subbase.
 - b). 23 tons #2A coarse aggregate.
 - c). 184 tons AASHTO #3 stone.
 - d). 36 tons of R-4 riprap.
 - e). Three (3) new 15" diameter by 30' culverts installed.
 - f). One temporary timber mat bridge 35 feet in length, 15 feet wide.
 - g). One temporary timber mat bridge 30 feet in length, 15 feet wide.
 - h). 160 feet of 12" 5 mil compost filter sock.
 - i). 208 2" x 2" x 2' long wooden stakes.
 - j). Excavation to widen turn at point "A"
 - k). 7,299 feet of roadway to grade.
 - l). 1,425 feet of roadway to sod off and grade.
 - m). 20 existing culverts to protect

4. Detailed Road Improvements By Segment:

Segment "L-K" shall require the following:

- a). 184 tons of subbase to protect 15 culverts and fill potholes.
- b). Protect pipeline at point K with 69 Tons Subbase.

Segment "K-A" shall require the following:

- a). 92 tons of subbase to protect 5 culverts and fill potholes.
- b). Excavate uphill bank at point A to widen turn and obtain subbase.

Segment "A-B" shall require the following:

- a). 22 tons #2A coarse aggregate (put 11 tons on each side of the bridge approaches).
- b). 92 tons AASHTO #3 stone to put on temporary timber bridge approaches.
- c). 69 tons subbase.
- d) 35' temporary timber mat bridge 15 feet wide over Big Basin Hollow.
- e). 80 feet of 12" 5 mil compost filter sock will be installed to protect stream from deposition.

Sock will be staked every 10 inches with 2" x 2" x 2' long wooden stakes so that a minimum depth of 1 foot of stake is below ground. Both ends of the sock will extend at least 8 feet upslope at a 45-degree angle.

Segment "B-C" shall require the following:

- a). 414 tons subbase.
- b). 92 tons AASHTO #3 stone to put on temporary timber bridge approaches
- c). Two (2) 15" diameter by 30' culverts will be installed and will have at least 12 inches of cover.
- d). 24 tons of R-4 riprap will be used to protect the outlets of the new culverts and prevent erosion.
- e). 30' temporary timber mat bridge 15 feet wide over Jordan Hollow
- f). 80 feet of 12" 5 mil compost filter sock will be installed to protect stream from deposition.

Sock will be staked every 10 inches with 2" x 2" x 2' long wooden stakes so that a minimum depth of 1 foot of stake is below ground. Both ends of the sock will extend at least 8 feet upslope at a 45-degree angle.

- g). 940 feet of existing roadway to sod off and grade. The PGC will provide an on-site spoil area for the removed sod.

Segment "C-D" shall require the following:

- a). 207 Tons of subbase.
- b). One (1) 15" diameter by 30' culvert will be installed at a 30-degree angle from the road surface and will have at least 12 inches of cover.
- c). 12 tons of R-4 riprap will be used to protect the outlet of the new culvert and prevent erosion.
- d). 485 feet of existing roadway to sod off and grade. The PGC will provide an on-site spoil area for the removed sod.

C. Road To Build:

1. All new roads shall have a minimum running surface of 12 feet. An additional distance of 10 feet on each side of the road shall be cleared of stumps and debris and graded well enough to accommodate ditch construction and mowing maintenance of the road and ditches.
2. For all new road segments the contractor must first cut all trees within 16 feet of the centerline of the road corridor and remove all stumps from the road corridor.
3. The centerline of the corridor is marked with orange paint.
4. Trees felled for clearing the road corridor must be kept whole, (not bucked) and be pushed off the side of the road without being buried in mud and debris. They must be kept as clean as possible and stored outside the road corridor so that they can be utilized by a sawmill after the road is built. Tops less than 8 inches in diameter may be cut.
5. Trees which were blown over in the road corridor must be pushed aside by rolling the roots away so that the trees remain as intact and clean as possible to be utilized by a sawmill after the road is built. Tops less than 8 inches in diameter may be cut.
6. All ditches shall be a minimum of 1 foot deep with a slope of 1:3
7. The operator must install smooth bore, double-walled plastic culverts with a backhoe or excavator. The culverts must conform to the requirements of AASHTO M294, Type S. Culverts must be placed with a slope of 2 to 4% whereas the lower end must be at least 2 inches lower than the upper end. Culvert ends must extend 12 inches beyond the road base on both ends.
8. All newly installed culverts must have adequate catch basins and tail ditches installed and stone headwalls and endwalls built.
9. Each culvert shall be covered with a minimum of 12 inches of subbase. Subbase must be compacted around the sides of the culvert.
10. Each culvert within 125 feet of a stream will have a 20 -foot long rock apron of R-4 riprap installed to protect the outlet from erosion.
11. All roadways used on state gamelands shall be graded with a dozer with a 6-way blade or a road grader at the conclusion of use. Ditches and other drainage structures must be

opened and re-established where needed. The road must also be center crowned (6% side slopes) to drain all water into the ditches and culverts.

12. Lower berms shall be broken with turn-outs at least every 50 feet to allow runoff to escape from the road surface. It is preferable to eliminate the ditch on the downhill side by removing the lower berm wherever possible.
13. Newly constructed roads and truck turning areas must be graded and the roads, turning areas, ditches, outlets and areas of disturbed soil must be seeded with wheat as soon as possible after final grading is done.
14. Summary of New Road Construction:
 - a). 5,497 feet of road corridor to be cleared of trees and stumps and have road built.
 - b). 3,759 tons of subbase.
 - c). Two (2) truck turnaround areas 150 feet by 60 feet shall be cleared of stumps and graded and reinforced with 23 tons of subbase each.
 - d). Thirty-one (31) 15" diameter by 30' culverts.
 - e). One (1) 24" diameter by 30' culvert.
 - f). One (1) 36" diameter by 30' culvert.
 - g). 12 tons of R-4 riprap will be used to protect the outlet of culverts
 - h). One potential (optional) subbase borrow pit to open.

15. Detailed Road To Build By Segment:

Segment "D-E" shall require the following:

- a). 1,061 feet of new road to build through a wooded area.
- b). The star on the map indicates a potential subbase borrow pit location. Opening a pit at that location is optional and an alternative pit location may be used only with approval from the Regional Forester.
- c). 414 tons of subbase.
- d). 240 tons of subbase to construct a permanent pipeline crossing at point "E" which shall require a compacted depth of 3 feet of subbase over the National Fuel Gas pipeline. No excavation will take place on the pipeline, the road over it will be built up with subbase.
- e). Eight (8) 15" diameter by 30' culverts will be installed at a 30-degree angle from the road surface and will have at least 12 inches of cover.

Segment "E-F" shall require the following:

- a). 1723 feet of new road to build through a wooded area.
- b). 1242 Tons of subbase.
- c). Nine (9) 15" diameter by 30' culverts will be installed at a 30-degree angle from the road surface and will have at least 12 inches of cover.
- d). 12 tons of R-4 riprap will be used to protect the outlet of the new culvert closest to

the stream channel with a 20' long rock apron to and prevent erosion.

- e). One (1) 36" diameter by 30' culvert will be installed at point "F" will have at least 12 inches of cover.

Segment "F-G" shall require the following:

- a). 989 feet of new road to build through a wooded area.
- b). 851 Tons of subbase.
- c). Five (5) 15" diameter by 30' culverts will be installed at a 30-degree angle from the road surface and will have at least 12 inches of cover.
- d). One (1) 24" diameter by 30' culvert will be installed at point "G" and will have at least 12 inches of cover
- e). One truck turnaround area 150 feet by 60 feet will be stumped and leveled. (Excavated stone from landing site may be used as subbase).
- f). Truck turnaround will be re-enforced with 23 tons of subbase.

Segment "G-H" shall require the following:

- a). 779 feet of new road to build through a wooded area.
- b). 368 Tons of subbase.
- c). Three (3) 15" diameter by 30' culverts will be installed and will have at least 12 inches of cover.

Segment "H-I" shall require the following:

- a). 737 feet of new road to build through a wooded area.
- b). 437 Tons of subbase.
- c). Five (5) 15" diameter by 30' culverts will be installed at a 30-degree angle from the road surface and will have at least 12 inches of cover.

Segment "I-J" shall require the following:

- a). 208 feet of new road to build through a wooded area.
- b). 161 Tons of subbase.
- c). One (1) 15" diameter by 30' culverts will be installed and will have at least 12 inches of cover.
- d). One truck turnaround area 150 feet by 60 feet will be stumped and leveled. (Excavated stone from landing site may be used as subbase).
- e). Truck turnaround will be re-enforced with 23 tons of subbase.

D. Seeding of Roadways, Ditches, Turnarounds and Earth Disturbances:

1. All new roadways and ditches, grassy roadways and ditches, disturbed areas along existing dirt roads, disturbed ditches, truck turning areas, and borrow pits are to be leveled, cleared of rocks and debris (roads shall be ditched and crowned with a dozer with a 6-way blade or a road grader) and seeded according to the following:
 - a). 50 lbs. per acre wheat
 - b). PGC Regional Forester is to be notified prior to the application of seed.\
 - c). Estimated anticipated disturbances including two truck turning sites (0.50 acres), one borrow pit, (0.25 acres), roadside ditches along existing dirt roads (1.5 acres), existing grassy roads and ditches (1.25 acres) and new roads and ditches (4.75 acres), excavation at point "A" (0.25 acres) and use of existing opening at point "D" (.25 Ac) for staging and turning add up to about 8.75 acres that will need to be seeded.

III. SITE INSPECTION AND ASSISTANCE:

Bidders are encouraged to visit the site. The site inspection will provide prospective bidders the opportunity to view the site and evaluate conditions specific to the project, including topography and site challenges (rock, downed logs, density of reserved trees, etc.). The site is located behind a locked gate. Contact Gary Glick at gaglick@pa.gov or Abby Kane at akane@pa.gov to obtain the combination to the gate lock and to schedule a site visit.

IV. COMMISSION PERSONNEL: PGC personnel will supervise and direct the operation in the following capacities:

- A. Program Supervisor:** The Chief of the Forestry Division in the Bureau of Wildlife Habitat Management is responsible for the overall operation of the vegetation control program and represents the Commission in settling minor contractual matters.
- B. Field Contract Coordinators:** These persons are Regional Foresters or their designee who serve as the Commission's field liaison with the Operator and are responsible for reviewing and approving/disapproving the operations plan and conducting quality control checks on the equipment and performance during the operations. This person is responsible for coordinating the activities of all people working on the contract within a region and communicating with the Operator's project supervisor concerning any operational problems or changes in plans. He/she also provides daily reports of the operation to the program supervisor.

C. Forester Contact Information:

Forester	Regional Forester
Abby Kane	Gary Glick
(814) 404-2211	(570) 398-4744 ext. 30310

Please feel free to call with any questions or concerns.

V. CONTRACT REQUIREMENTS:

A. Erosion and Sedimentation Plan:

1. Operator must comply with the attached erosion and sedimentation control plan for the area.
2. PGC gates must always be kept closed after passing through in either direction and shall be locked when the contractor is not present on the site. Repeated failure to close gates will be penalized.
3. Operator will supply all employees working on the site with a map and copy of the project specifications.
4. The PGC has obtained the permits for the temporary bridges. Copies of the permits will be provided to the successful bidder.

B. Operations and Non-Work Days:

1. No operations will be permitted on the opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt.
2. Blue marked trees are reserved. Care must be taken not to damage them.
3. Operator must provide 1 lock for use on the game lands gate. The key or combination must also be provided to PGC Regional Forester.
4. Some subbase will be available on site. Any material from borrow pits on state game lands may only be used on roadways listed in this contract and cannot be removed from the game lands. PGC does not guarantee that subbase from on site will be enough to complete the entire project, operator should be prepared to provide subbase from off-site.
5. 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.
6. Operator is to use gated game land access roads for purposes only within the scope of this contract.
7. *Violation of contract provisions by the operator may subject the operator or its employees or contractors to fine based on Title 58 regulations.*

C. PA One-Call:

1. PA One Call must be contacted prior to the start of operations. There are underground utilities known to exist within the project area. All gas companies with lines near the project area must be notified prior to the start of operations.

Contacts: National Fuel Gas, Matt Eckert, eckertm@natfuel.com

(814) 834-1525 ext 26; (814) 335-8486

D. US / State / Local Roads:

1. Hauling will most likely take place along SR 120 or SR 555. Contact Penn DOT Engineering District 2, Maintenance District 2-6. 1924 Daisy Street - P.O. Box 342 Clearfield County, PA 16830 Telephone: (814) 765-0400 Fax: (814) 765-0424
2. Township Roads in Shippen Township, Cameron County include Whittimore Road, Bryan Hill Road and Moore Hill Road. Contact Township Supervisors at (814) 486-0727; Rich Valley Road Emporium PA 15834
3. East Hicks Run Road and West Hicks Run Road through the Elk State Forest south of SGL 14 to SR 555 are maintained by the DCNR Bureau of Forestry Elk State Forest. Contact Elk State Forest 258 Sizerville Road Emporium, PA 15834 (814) 486-3353.

E. PA Right to Know Provisions:

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this contract.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.

VI. INSURANCE REQUIREMENTS:

- A. The contractor will provide Workmen's Compensation insurance sufficient to cover all 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 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.
- D. The Commonwealth shall be under no obligation to obtain such certificates from the Operator(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Operator's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

VII. PREVAILING MINIMUM WAGES:

This project is subject to the provisions, duties, obligations, remedies and penalties of the Act of August 15, 1961 (P. L. 987), as amended, known as the "Pennsylvania Prevailing Wage Act" (43 P.S. Sec. 165-1 et seq). The general prevailing minimum wage rates as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform this Contract during the term hereof, for the locality in which work is to be performed. See attached Prevailing Wage Determination, 7 pages.

VIII. 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.

IX. BIDDING

A. Receiving and Opening Bids:

1. The project is being bid as a unit price contract. Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us Faxed bids and mailed bids will NOT be accepted.

2. Bids will be publicly opened on **May 7, 2020 at 2:00 PM.**, at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797.
3. The unit prices shall include all labor, equipment, tools, insurance, materials disposal and all items necessary for the completion of the project. Prices bid shall be in dollar and cents only.

B. Bid Results:

1. Bidders can obtain results at www.emarketplace.state.pa.us/bidtabs.aspx
2. The posted results will contain the information of the apparent bidders, and all bids are under review until final award of the purchase order.
3. Quantities herein are 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.
4. The Commission reserves the right to reject any or all bids and award contracts as it determines to be in the best interest of the Commission.

X. PERFORMANCE SECURITY:

- A. As further guarantee of faithful performance of the conditions set forth in this contract, the Contractor hereby agrees to furnish the Commission with Certified Check, Savings Account, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission, in the sum of **\$30,000.00.**
- B. ANY SECURITY POSTED MUST HAVE AN **EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.**
- C. Performance Security is due no later than 30 days after written notice of the bid award. Time is of the essence with regard to the provision of Performance Security. At the option of the PGC, failure to provide an acceptable Surety within 30 days will result in cancellation of the contract and the PGC may declare the bidder ineligible on future projects.
- D. 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.
- E. 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. The Commission may declare the Contractor ineligible to bid on future contracts.

XI. OPERATOR REFERENCES:

After the bid opening and prior to awarding of the contract, the Commission has the right to request 3 references (names, addresses, and telephone numbers) of similar work performed by the Operator within the previous two (2) years as proof of qualifications to

perform the work involved in this contract. Similar work is defined here as proof that the bidder has successfully completed at least 150 acres of machine and/or hand cut mowing in a forested environment in a single calendar year.

XII. CONTRACT TERM:

The Contract shall commence upon execution and receipt of the purchase order and continue until June 30, 2020.

XIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual completion of all contract items. Contract will be considered complete when all grading, drainage, stoning, and seeding and conservation measures have been done to the satisfaction of the Forestry Division employee according to the specifications in this contract. Invoice must state the total feet of roadway properly treated and / or constructed as listed in this contract.

XIV. INVOICES:

A. Original invoices must be sent to:

Commonwealth of PA – PO Invoices
P.O.Box 69180
Harrisburg, PA 17106

B. A copy of all invoices must be sent to:

Gary J. Glick
Pennsylvania Game Commission
PO Box 5038
Jersey Shore, PA 17740

C. All invoices must have the Purchase Order Number, as well as the Operator's SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be on each invoice. Failure to provide this information may result in a delay of payment.

Please Note: Vendors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices. That information is uniquely tied to your SAP Vendor Number and, for security purposes, should not be explicitly stated on an invoice.

XV. PURCHASE ORDER(S) TERMINATION

The Commonwealth may terminate the Purchase Order(s) for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

Attachments:

- Attachment A: Project Map
- Attachment B: Erosion and Sedimentation Control Plan
- Attachment C: Prevailing Wages