

Special Provision

State Game Land 058 Firebreak Project

1. Administrative Items

- a. The work to be completed by June 30, 2020 includes construction of approximately 20,279 feet of firebreak.

2. U.S. / State / And Local Road

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

3. Firebreak Construction

- a. There is a total of approximately 20,279 feet of firebreak to construct over rocky terrain. Centerline of the new firebreak will be marked with orange paint. Discretion may be used by the contractor to minimize impact of trees over 10" DBH.
- b. Contractor shall use a D5 dozer, excavator, or comparable equipment.
- c. Contractor will be responsible to install water bars, push out stumps, remove rocks, woody debris, leaf litter, and grade surface to create an 8' wide level, stump free running surface on the entire 20,279 feet of fire break. Firebreaks need to be able to prevent fire from crossing and smooth enough to traverse with a UTV.
- d. Water bar locations will be identified by agency staff during and after construction of the breaks.

4. Operations And Non-Work Days

- a. No woods operations will be permitted on the following days:
 - i. The first week during the spring turkey season, and Saturdays.
- 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 travel. The contractor may travel to and from the work location on no-work days to check on the condition of or conduct equipment maintenance.

5. Seeding Of Firebreaks

- a. At the conclusion of construction of the fire break all disturbed areas are to be seeded according to the following:

Firebreaks	Approximately 4 acres
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Clover Mix (8lbs/acre)	Total: 32 lbs.
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40% Clover, Alsike

40% Clover, White Dutch

20% Bird's Foot Trefoil

Oats or Wheat (50lbs/acre)	Total: 200 lbs.
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100 lbs. 10-10-10 Fertilizer	Total: 400 lbs.
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- b. The land management group supervisor is to be notified prior to the application of seed and fertilizer.

6. Miscellaneous

- a. Operator must comply with the erosion and sediment control plan for the area.
- b. Rattlesnakes are to be avoided and not purposely harmed.
- c. Violation of contract provisions by the operator may subject the operator or its employees or contractors to fine based on title 58 regulations.

7. Safety

- a. The contractor, his employees and sub-contractors are expected to perform all operation in a safe manner as required by applicable laws and regulations. The Commission expects the contractor to ensure all employees dress in protective attire, and perform their duties with equipment, in accordance with standards established by OSHA.

8. 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.