PENNSYLVANIA GAME COMMISSION



NORTHCENTRAL REGION

1566 SOUTH ROUTE 44 HIGHWAY JERSEY SHORE, PA 17740 | (570) 398-4744 | PGC-NCREGION@PA.GOV

December 1, 2022

REQUEST FOR BIDS ROADSIDE TREE REMOVAL AND BRUSH MOWING PA GAME COMMISSON

NORTHCENTRAL REGION

Prospective Bidders:

The Northcentral Region of the Pennsylvania Game Commission (PGC) is soliciting bids for roadside brush mowing and tree removal on State Game Lands (SGL) 044 located in Elk County. The location and specifications information of this project are on the Attachments 1 and 2.

Bids are to be submitted electronically through the Commonwealth's "PA Supplier Portal" system by Thursday, December 22, 2022. If you have not registered as a vendor with the state, you must first complete this at www.pasupplierportal.state.pa.us prior to submitting an electronic bid. Any questions regarding this may be directed to Bobbi Mercer (bmercer@pa.gov) at 717-787-6594.

The bid shall be awarded on a *single contract basis*. The unit price shall include the cost of labor, materials, insurance, bond and all miscellaneous expenses necessary for the completion of the tasks. Prices bid shall be in dollar and cents only. Payment will be dispersed based on the amount of work completed as per the required specifications. The work may begin after the PO is received by the contractor and performance bond is provided to the PGC. Work must be completed by April 21, 2023. No extension of time will be awarded.

The attached documents provide all necessary specifications, instructions, contact information, maps, etc. Questions can be directed to:

Jason Wagner Land Management Group Supervisor 814-404-2220 jasonwagne@pa.gov

GENERAL SPECIFICATIONS SGL 044 – Mohan Run Electric Roadside Tree Removal and Brush Mowing

I. SCOPE OF WORK:

- A The Pennsylvania Game Commission (PGC), Northcentral Region, requires services to remove trees and mow brush to daylight approximately 6,367 feet of administrative road on State Game Lands (SGL) 044 in Elk County. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, equipment, aggregates, crosspipes, and seed for the road improvement project as per Attachments 1-2. All Purchase Orders require the contractor to provide the equipment, materials, labor, insurance, and all miscellaneous expenses to complete the operation.
- **B.** This project is being bid as one contract.

Any questions concerning the technical aspects, site characteristics, and location of this project should be directed to the Land Management Group Supervisor (LMGS):

Jason Wagner
State Game Warden / Land Management Group
Supervisor PA Game Commission, Northcentral Region
PO Box 5038
1566 South 44 HWY
Jersey Shore, PA 17740
814-404-2220
jasonwagne@pa.gov

II. PROJECT LOCATION:

SGL 044 is in Ridgway Township, Elk County. The project starts at the intersection of State Route 120 and a gated PGC administrative roadway.

41.416373°N, -78.668005°W

III. <u>CONTRACT TASKS</u>:

- **A.** The contractor will supply all necessary equipment to mow brush, cut trees, and remove brush and trees as specified in the contract.
- **B.** Contractor shall comply with all attachments for the Mohan Run Electric Roadside Brush Mowing and Tree Removal Project.

IV. SITE INSPECTION AND ASSISTANCE:

The PGC will <u>not</u> conduct a tour of the work site for prospective bidders. The gate for the road will be open for access by prospective bidders during the open bidding period. Site access is from State Route120: 41.416373°N, -78.668005°W

V. CONTRACT REQUIREMENTS:

- **A.** The project will begin within 10 days of the contractor's receipt of the Purchase Order that includes a notice to proceed (weather permitting). All work must be completed by **April 21, 2023.** No extensions will be granted.
- **B.** Bid Package Line Items:
 - 1. Roadside Brushing & Material Removal 367 linear feet
 - See detailed specifications in Attachment 2
 - Bid per Linear Foot
 - 2. Roadside Brushing Standard 6,000 linear feet
 - See detailed specifications in Attachment 2
 - Bid per Linear Foot
- **C.** The contractor agrees to comply with all attachments. The Commission reserves the right to reject any or all bids.
- **D.** The Operator is obligated to furnish equipment, materials, support equipment, and personnel necessary to complete the road improvement project as specified. The Operator maintains responsibility for the entire project even if another organization/subcontractor is providing part of the equipment and/or personnel.
- **E.** As further guarantee of faithful performance of the conditions set forth in this contract, the successful bidder hereby agrees to furnish the PGC with a cashier's, treasurer's, or certified bank check, or an Irrevocable Letter of Credit payable to the "Pennsylvania Game Commission", as **bond in the amount of \$5,000.00**. This bond security may be provided within 7 days of receiving notice and prior to commencing work on the SGL. The check shall be mailed to the address stated above in Section 1. The contractor agrees that said deposit, upon failure on the part of the contractor to fulfill all and singular the conditions and requirements herein set forth or made a part hereof, shall be retained by the Commission to be applied to satisfy the contractors obligations assumed hereunder.
- **F.** Failure to comply with any of the terms or conditions of the Contract may result in cancellation of the agreement.
- **G.** The contractor shall comply with all State Game Lands regulations.

- **H.** The contractor is responsible for obtaining all township and/or state road bonding prior to any activity and shall maintain those bonds throughout the duration of activity.
- I. All work, including site cleanup, must be completed by the expiration date of the project. The Pennsylvania Game Commission reserves the right to inspect/evaluate the equipment which will be used to complete the contract. If in the opinion of the LMGS the equipment is not adequate to meet the specifications of the contract, the contractor will have two (2) options: Option 1 is to secure and utilize other equipment acceptable to the LMGS for the project. Option 2 is to decline the contract. If the contractor does not have adequate equipment to complete the project and does not obtain satisfactory equipment, the contract will be terminated. The decision of the LMGS as it relates to proper equipment and its ability to complete the work will be final.
- J. Clean all equipment and vehicles thoroughly (especially the undercarriage and wheels) before they are brought on site. This will remove invasive plant seeds from the equipment and undercarriages of the vehicles that may have been picked up at other sites
- **K.** Damage to existing infrastructure (roads, trails, food plots, etc.), private or public, will be the responsibility of the contractor to repair, at their expanse, to the pre-existing or better condition. The need for repair will be determined by the LMGS prior to the conclusion of the project.
- L. It is the obligation of the contractor to acquire any bonding or permits with local townships and/or PennDOT regarding any restrictions on heavy hauling. It is the contractor's obligation to adhere to any such restrictions and take the necessary action to legally use roads accessing the project area. The bonding of roads is the responsibility of the contractor.
- **M.** The contractor is responsible for contacting PA One Call (8-1-1) at least three (3) business days prior to any earth moving activities or hauling to ensure all utility lines are clearly identified. For more information, visit www.pa1call.org. Failure to provide adequate lead time will delay the start of the project.
- **N.** All PGC gates are to be kept closed at all times, except when the contractor is present on the site.
- **O.** There are no blackout dates for conducting work during the contract period.
- **P.** The contractor shall comply with all State Game Lands regulations.
- Q. Contractors will not remove anything from the property including flora, fauna, or artifacts. This does not apply to trees being cut that are required to be removed from

- the site as specified, or any trees being cut that the contractor chooses to retain for salvage value.
- **R.** The contractor will remove all trash and garbage, personal and otherwise, generated from the work performed. Burning is not permitted on this project.
- **S.** Burning is not permitted at the site.
- **T.** An emergency spill kit, large enough for equipment being used, will be available at all times during active operations on the project site.
- **U.** The contractor will notify the LMGS <u>three days (72 hours) prior</u> to beginning and completion of the project work. The contractor may work at times other than the schedule of the LMGS.
- V. The LMGS will inspect the work and may direct contractor to rework certain tasks to meet required specifications. Inspection of the project will occur during normal working hours.
- **W.** Final inspection of the project will be conducted by the LMGS. The contractor may be present at the final inspection. Upon successful completion of the required work, final payment will be released to the contractor.
- X. Failure to meet and follow the terms and conditions of the project will be grounds to terminate the contract and forfeiture of the bond to the Pennsylvania Game Commission

VI. <u>INSURANCE REQUIREMENTS</u>:

- **A.** The contractor will provide Worker'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.
- C. <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.

D. 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.

VII. DAMAGE TO COMMONWEALTH PROPERTY:

The Contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this project. The Contractor will be given one (1) written warning that damage is becoming excessive and if the action continues damages will be assessed.

- **A.** TIMBER DAMAGES When, in the opinion of the Regional Forester, damage to the residual stand becomes excessive the Contractor shall pay the Commission a fair base current value determined by the Regional Forester per unit of volume. If this value for damage due to Contractor'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, non-commercial, merchantable or non-merchantable.
- **B.** COMMISSION FACILITIES Contractor shall immediately repair, in a manner that meets with the approval of the Land Management Group Supervisor, any damage to Game Land roads and other facilities, including access roads, resulting from their use for this operation, general wear and tear excepted. Land Management Group Supervisor 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.

VIII. BID AWARD:

Bidders must offer prices for all items as listed in the electronic bid form.

The bid will be awarded to the bidder with the lowest total price for the entire project. One purchase order will be awarded for the project.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" supplier system by December 22, 2022. If you have not registered as a vendor with the state, you must first complete this at www.pasupplierportal.state.pa.us prior to submitting an electronic bid. Any questions regarding this may be directed to Bobbi Mercer (bmercer@pa.gov) at 717-787-6594.

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 BUSINES 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 webs<u>ite 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.

IX. CONTRACT TERM:

The contract term shall commence upon receipt of required bond, certificate of insurance, signed General Specifications page, and terminate April 21, 2023. No extensions will be granted.

X. PAYMENT TERMS:

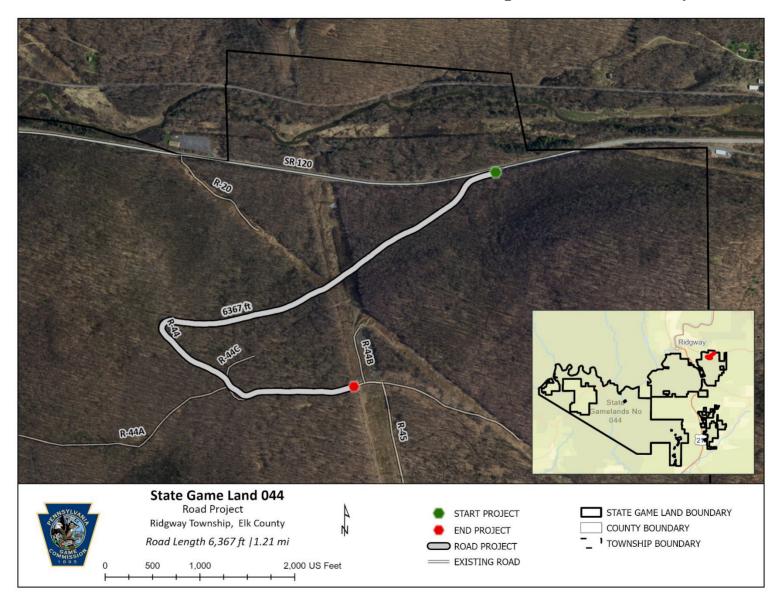
Roadway brush mowing and tree removal shall be paid for based on a Lump Sum (LS) unit price for each of the two (2) line items in the contract/purchase order. The Lump Sum unit price for each 'Work Item' shall include all labor, equipment, materials, services, and incidental items to complete work required for that 'Work Item'

The contractor shall be paid on a reimbursement basis after inspection verifies work was successfully completed to the terms and specifications outlined in the contract.

XI. ATTACHMENTS

ATTACHMENT 1: Location / Project Map
 ATTACHMENT 2: General Specifications

Attachment 1 – Location/Project Map SGL 044 – Mohan Run Electric Roadside Brush Mowing and Tree Removal Map



Attachment 2:

GENERAL SPECIFICATIONS:

Approximately 6,367 feet of existing State Game Land administrative road will be daylighted by cutting/mowing brush and felling trees 20 feet from the ditch line or road berm on both sides of the roadway.

Site Plans – This project consists of 6,367 linear feet of brush cutting and tree removal. The work area is depicted in ATTACHMENT 1 – Map and specific tasks and standards in ATTACHMENT 2 – General Specifications.

2 Roadside Brushing & Material Removal

The roadway will be brushed back 20 feet from the ditch line or road berm on both sides of the roadway and all material must be removed from the site for first approximately 367 foot section of roadway extending southwest from the intersection with State Route 120. All trees, shrubs and saplings within 20 feet from the ditch line or road berm less than 10 inches DBH and those marked with a yellow "X" shall be removed from the site to the satisfaction of the Land Management Group Supervisor. Trees must be removed to within 12" of ground level. Stump heights may not exceed 12" without prior approval from the Land Manager. Merchantable timber and wood chips are considered property of the Contractor. Salvage value is to be reflected in the unit prices bid for the project. Unit of bidding is per linear foot.

3. Roadside Brushing Standard

The roadway will be brushed back 20 feet from the ditch line or road berm on both sides of the roadway for the approximately 6,000 feet section as shown on the attached map. All trees, shrubs and saplings within 20 feet from the ditch line or road berm less than 10 inches DBH and those marked with a yellow "X" will be felled. Trees must be removed to within 12" of ground level. Stump heights may not exceed 12" without prior approval from the Land Manager. All material from the upslope bank of the roadway shall be moved to the downslope side of the roadway. All material or debris will be at a minimum of 10 feet from the ditch line or road berm. Slash material will not exceed 5 feet high and chip material will not exceed 2 feet high. Merchantable timber and wood chips are considered property of the Contractor. Salvage value is to be reflected in the unit prices bid for the project. Unit of bidding is per linear foot.