



# PENNSYLVANIA GAME COMMISSION

## SOUTHWEST REGION

4820 ROUTE 711 BOLIVAR, PA 15923

1-833-742-4868 (PGC HUNT) & 1-833-742-9453 (PGC WILD)

REQUEST FOR BIDS  
CROP TREE  
HAND FELLING PROJECT  
STATE GAME LAND # 051  
FAYETTE COUNTY

Prospective Service Contractors:

The Southwest Region of the Pennsylvania Game Commission is soliciting bids for the hand felling of trees on 50 acres on SGL 051, Fayette County, Dunbar Township.

Bids are to be submitted electronically through the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Thursday, July 6, 2023**. If you have not registered as a vendor with the state, you must do this first at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) before submitting an electronic bid. Any questions regarding this may be directed to PGC Contracts and Procurement at 717-787-6594.

This bid should include the unit price per acre. The bid will be awarded on a lump sum total of the entire project. **Block 1 must be completed by September 5, 2023 and Block 2 must be completed by November 18, 2023.**

The PGC will provide a one-time tour of the site. The tour is planned for **Thursday, June 29, 2023**. The tour will begin at 10:00 am and all project locations will be available for review. Tour meeting location and directions can be found in the general specification document.

Questions concerning the site characteristics or description of the project should be directed to Assistant Regional Forester Adam McElheny, 724-986-4955 or [amcelheny@pa.gov](mailto:amcelheny@pa.gov).

The attached Bid Prospectus provides all necessary specifications, instructions, contact information, map, etc.

Please contact me if you have any questions.

Neil J. Itle  
Regional Forester, Southwest Region  
814-227-5019  
[neitle@pa.gov](mailto:neitle@pa.gov)

## GENERAL SPECIFICATIONS (Rat Rocks Tree Felling Project)

### I. SCOPE OF WORK

- A. The Pennsylvania Game Commission, Southwest Region, Forestry Division, requires services of a contractor to fell trees associated with a crop tree release project on SGL 051 Fayette County. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, and equipment for the tree felling project as per Attachment 1 Tree Felling Specifications. All Purchase Orders require the contractor to provide the equipment, labor, insurance, and all miscellaneous expenses to complete the operation.
- B. This project is being bid as one contract and the contract is comprised of one line item bid.

Any questions concerning the technical aspects of this bid should be directed to the Assistant Regional Forester:

Neil J. Itle  
Regional Forester  
PGC, Southwest Region  
4820 Route 711  
Bolivar PA 15923  
Phone: 824-227-5019  
Email [neitle@pa.gov](mailto:neitle@pa.gov)

Adam McElheny  
Assistant Regional Forester  
PGC, Southwest Region  
4820 Route 711  
Bolivar, PA 15923  
Phone: 724-986-4955  
Email [amcelheny@pa.gov](mailto:amcelheny@pa.gov)

### II. CONTRACT TASKS

#### A. Project Location:

Project Coordinates (SGL parking area along Zebley Flats road): Lat/Long N 39.9085087 W -79.5731238.

State Game Lands No. 051 in Dunbar Township, Fayette County as identified on the attached maps.

#### B. Approximately **50** acres on State Game Lands 051 will require the hand felling/cutting of woody vegetation under this contract. The contractor must comply with Attachment 1, Tree Felling Specifications.

Block Number	Acres	Estimated Cut Stems
1	41	6,028
2	9	1,323

### **III. SITE INSPECTION AND ASSISTANCE**

The PGC will conduct an optional one-time-only tour of the work site for prospective bidders on Wednesday **June 29, 2023 at 10:00am**. A location map of the project area is included in the specifications, this map shows the meeting location. Attendees will meet at the intersection of Dunbar Ohiopyle Road and Zebley Flats Road, Dunbar Township, Fayette County as indicated on the location map. Coordinates for the meeting location are N 39.9146052 W -79.5522358.

### **IV. CONTRACT REQUIREMENTS**

- A. All work must be completed by the termination date November 18, 2023. **Block 1 must be completed by September 5, 2023 and Block 2 must be completed by November 18, 2023.**
- B. Contract or Purchase Order extensions will only be approved if contractor can demonstrate more time is required through no fault of their own.
- B. The contractor agrees to comply with Attachment 1, Tree Felling Specifications.
- C. Failure to comply with any of the terms or conditions of the Contract will result in cancellation of the agreement.

### **V. 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.

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 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.

### **VI. HOLD HARMLESS**

- A. 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.

### **VII. DAMAGE TO PROPERTY**

A. The Contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment during this tree felling project.

## **VIII. BID AWARD**

A. **RECEIVING AND OPENING BIDS** - The bid shall be awarded on a *line item basis*. Bids must be submitted via the PA Supplier Portal, to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) Faxed bids and mailed bids will NOT be accepted.

Bids will be publicly opened on **July 6, 2023 at 2:00 PM.**, at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797.

The **price per acre** 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** - Bidders can obtain results at [www.emarketplace.state.pa.us/bidtabs.aspx](http://www.emarketplace.state.pa.us/bidtabs.aspx)

The posted results will contain the information of the apparent bidders, and all bids are under review until final award of the purchase order.

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 or all bids and award contracts as it determines to be in the best interest of the Commission.

## **IX. OPERATOR REFERENCES**

After bid opening and prior to awarding the Purchase Order(s), the Commission has the right to request three (3) references (name, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in the project(s).

## **X. CONTRACT TERM**

The project may commence upon the receipt of the Purchase Order that includes a notice to proceed. All work must be completed by the termination date: November 18, 2023.

## **XI. PAYMENT TERMS**

Payment shall be on a reimbursement basis for actual acres completed as measured by a Forestry Division employee. A block will be deemed complete when all items listed in the specifications have been met for that block. Invoice must state the number of acres properly treated.

## **XII. 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 **\$1,000.00**.

**ANY SECURITY POSTED MUST HAVE AN EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.**

- B. 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.
- C. 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.
- D. 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.

## **XIII. PURCHASE ORDER(S) TERMINATION**

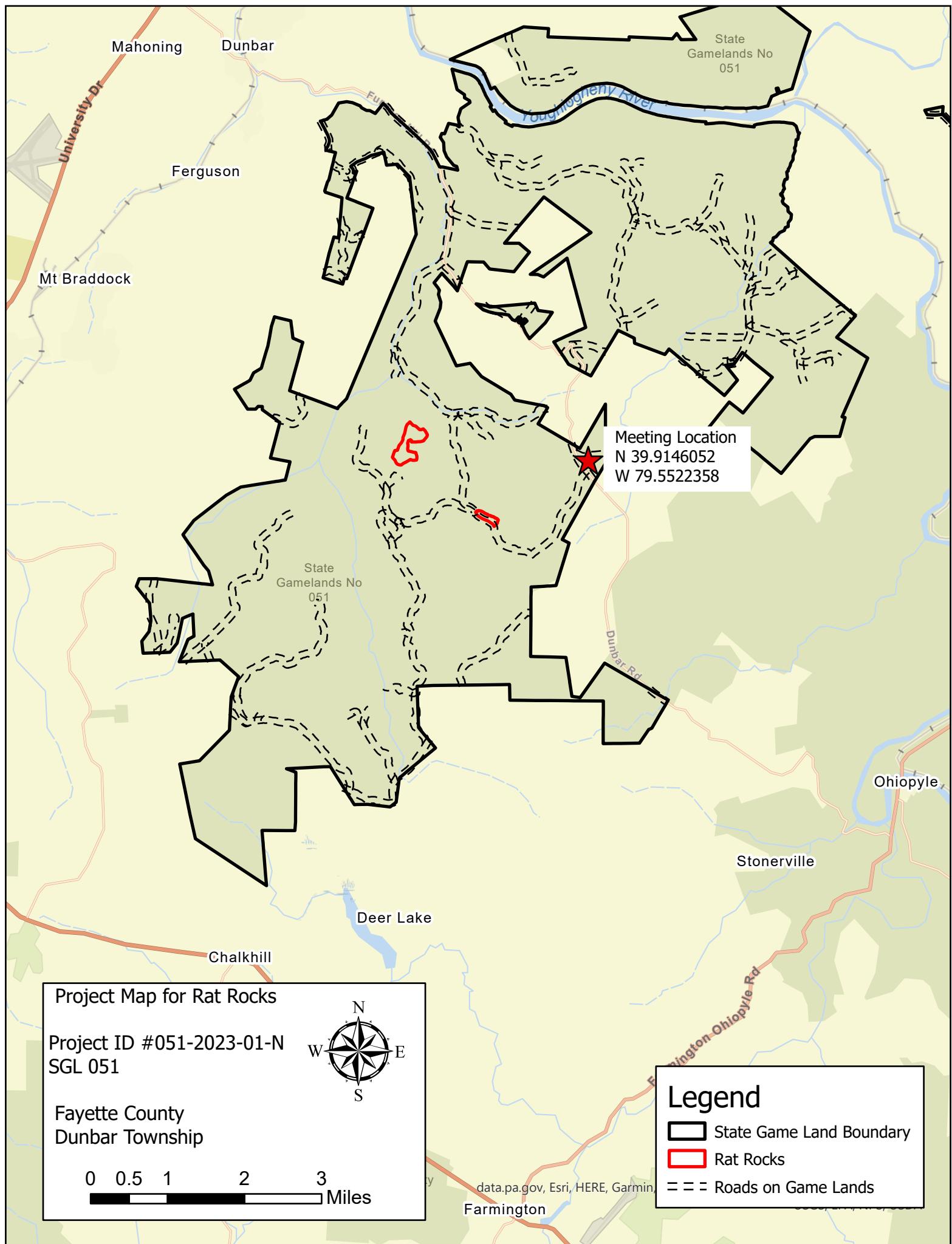
The Commonwealth may terminate the Purchase Order(s) for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

TREE FELLING SPECIFICATIONS

Tree Felling Project – SGL 051  
Fayette County, Dunbar Township

1. The project consists of two (2) cutting blocks. The boundary is delineated with **BLUE** marked trees with two (//) slashes. Corners are marked with three (///) slashes. All **BLUE** boundary trees shall not be cut and remain standing.
2. All **RED** dotted (O) crop trees shall be reserved and not be damaged.
3. Gaps are delineated with two **ORANGE** slashes (//). All **ORANGE** slashed trees shall remain standing.
4. All live trees 1-inch dbh (diameter at breast height) and larger located within the **ORANGE** slashes (//) must be felled. (These delineated areas are small gaps .05 acre and large gaps .1 acre)
5. All trees marked with **YELLOW** dots (O) must be felled.
6. Access is limited in some of the project area. UTV machines to access the project will be permitted.
7. Trees must be felled with hand operated devices (chainsaws and brush cutting saws). Trees felled must be completely severed at the stump.
8. Stump heights must be not higher than 6 inches above the ground, or as close to ground level as possible.
9. All trees must be felled to ground level. Any leaning trees must be pushed or pulled to ground level when possible.
10. All woody material must remain on site.
11. Trees may be felled across the blue painted project perimeter in areas where it does not coincide with the gameland boundary.
12. All care should be taken to directional fell trees away from the gameland, roads, herbaceous areas, stream channels and defined trails. If trees fall onto these areas, they must be cleared.
13. The contractor will remove all trash and garbage at the end of each workday generated from the completion of this contract. This is to include all materials generated from the support of felling tools and equipment, and items generated from the personal use by the contractor's employees.

14. The contractor will notify the Forestry Division representative three days prior to beginning the project. The contractor may work at times other than the schedule of the Forestry Division representative. The contractor may be present at the final inspection.
15. All contractors, subcontractors and consultants of the Operator must be pre-approved by the Commission. The Commission **reserves** the right to reject any subcontractor at its sole discretion. If the Contractor enters into any subcontract(s) not previously approved by the Commission, the Commission shall have the right to require the Contractor to terminate such contracts.
16. Timber rattlesnakes may be encountered during the spring, summer and early fall within the project area and avoidance is the best means of minimizing risks to personal safety. The timber rattlesnake is a state protected species and is not to be harmed. Killing of timber rattlesnakes is prohibited by the Pa. Fish and Boat Commission pursuant to 58 Pa. Code Section 79.6.
17. 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.
18. No operations will be permitted on the following days: All Saturdays in the months of October, November, December, and January and any Sundays open to hunting. The opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt. All the days of the general statewide bear season. The entire 2 weeks of the general firearms deer season. The opening day of the flintlock muzzleloader season. 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.
19. Gates are always to be kept closed and locked except when the contractor is present on the site.
20. Final inspection of the habitat project will be conducted by the Regional Forester or designee. The contractor may be present at the final inspection. Upon successful completion of the required work, payment will be released to the contractor. There is no performance bond required for this project.
21. Failure to meet and follow the terms and conditions of the project will be grounds to terminate the contract.



**Block 1**  
**41 acre CTR**

**Block 2**  
**9 acre CTR**

Meeting Location  
N 39.9085087  
W 79.5731238

Project Map for Rat Rocks

Project ID #051-2023-01-N  
SGL 051

Fayette County  
Dunbar Township



0 500 1,000 2,000 3,000 Feet

**Legend**

- State Game Land Boundary
- Rat Rocks
- Roads on Game Lands
- Stream
- Rock\_Outcrop
- Existing Skid Trail

**Block 1**  
**41 acre CTR**

**Block 2**  
**9 acre CTR**

Meeting Location  
N 39.9085087  
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**Project Map for Rat Rocks**

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SGL 051

Fayette County  
Dunbar Township



0 500 1,000 2,000 3,000 Feet

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