

## CONTRACT REQUIREMENTS

The Contractor shall comply with **Attachment A, Federal Requirements**.

### INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth.

1. Workmen's Compensation Insurance sufficient to cover all of the employees of Contractor working to fulfill this Contract.
2. 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 public bodily injury insurance shall not be less than \$1,000,000 per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount shall not be less than \$1,500,000 per occurrence. Coverage shall include underground, explosion and collapse hazards.
3. Automotive 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 automobile bodily injury insurance shall not be less than \$500,000 per person and \$1,000,000 per occurrence. The amount of automobile property damage insurance shall not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount shall not be less than \$1,500,000 per occurrence.

The required insurances shall be of the Contractual Liability type and the named insured parties shall include the Commonwealth of Pennsylvania as well as all landowners within the project area. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to the work performed for the Commonwealth. 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 cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Department will furnish the Contractor with a list of landowners for each work site. This list of Work Site Landowners shall be named insured under the Contractor's Contractual Liability insurance.

## **CONTRACTOR QUALIFICATIONS**

After bid opening and prior to award, the Department reserves the right to request three references.

## **CONTRACT QUANTITIES**

The quantities herein are estimated only and may increase or decrease depending upon the needs of the Department. Contractor shall be reimbursed at the unit price bid for actual work performed.

## **CONTRACT TERM**

The Contract shall commence upon execution and terminate June 30, 2021. Further, the parties hereto may agree by Contract to renew this agreement for up to four (4) additional consecutive annual terms, with a final termination date of June 30, 2025, upon the same terms and conditions set forth in the Contract. The Department will give the Contractor at least ninety (90) days written notice of its desire to renew for an additional term. If the Contractor does not wish to renew, he must notify the Department in writing no later than ten (10) days after receipt of the Department's notice of desire to renew.

The Contractor may increase the Contract unit prices by a maximum of three percent (3%) of the unit price in effect previously beginning July 1 of the renewal term. The Contractor shall give the Department written notice if increases are to be applied.

## **PAYMENT TERMS**

Payment shall be on a reimbursement basis for services performed. For Work Site Mobilization and Demobilization, the Contractor shall be paid forty percent (40%) upon completion of Mobilization and sixty percent (60%) shall be paid upon completion of Demobilization. Invoices shall be submitted upon completion of each assigned project or the last Friday of each month that a project runs, whichever occurs first.

**The "Buy American Act" applies.**