

PROJECT SPECIFICATIONS

The Contractor shall comply with the *Contract Terms and Conditions* provided with the Bid Documents including but not limited to the following:

INSURANCE REQUIREMENTS – In accordance with the *Contract Terms and Conditions*, the Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all the Designer/Contractor's employees and those of any subcontractor engaged in Work at the site of the project as required by law.
- B. **Builders Risk Insurance** the Designer/Contractor shall, until all physical on-site work is complete, maintain insurance on all insurable work included in the Contract against loss or damage by fire and lightning and those perils covered by the extended coverage endorsement. Insurable work includes work both interior and exterior of any building being constructed. The property insurance must include a Builder's Risk Policy or an installation floater that covers all risks. The risk of damage to the construction work is that of the Designer/Contractor and surety. No claims for such loss or damage will be recognized by the agency, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor. The Designer/Contractor and all subcontractors are required to produce certificates of insurance, naming the Commonwealth of Pennsylvania and Pennsylvania Game Commission as an additional insured.
- C. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Designer/Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Designer/Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. **The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage.** Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage regarding Work performed for the Commonwealth.

Prior to commencement of the Work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. **These certificates or policies shall name the Commonwealth AND Pennsylvania**

Game Commission as additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

COMPLIANCE WITH LAW – The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

WORKMANSHIP - All Work shall be performed in a Workmanlike manner and all materials and labor shall be in strict and entire conformity with the Drawings and Specifications.

INSPECTION AND CHANGES - All Work is subject to review and acceptance by the Pennsylvania Game Commission. Any Work rejected as unsatisfactory or unsuitable shall be redesigned and resubmitted with suitable design at the sole cost of the designer to the complete satisfaction of the Game Commission.

Changes shall be in accordance with the *Contract Terms and Conditions*.

TEMPORARY SERVICES AND JOB CONDITIONS - The Contractor shall be responsible for providing any and all temporary facilities necessary to execute and protect the Work. The Contractor shall accept all conditions as found upon examination of the site and shall coordinate, plan, and execute the Work accordingly. The Contractor shall cooperate in the arrangements of the Work as necessary to least affect the administration or operations of existing buildings, facilities, and infrastructure. The Contractor must keep the work site clean at all times.

PREVAILING WAGE – Prevailing minimum wages do not apply to this project.

PAYMENT TERMS - A schedule of values is provided with the bid. Payment will be made monthly upon satisfactory completion of items listed on the Schedule of Values and in accordance with the *Contract Terms and Conditions*.

All payments due to the Contractor shall be processed after all Work has been inspected and approved by an agent of the Pennsylvania Game Commission. Payment will not be made for Work that is not progressing satisfactorily or for unsuitable or defective Work.

Payments may be withheld for failure to provide required documentation for the project including but not limited to required submittals / shop drawings and weekly submission of Certified Payrolls.

INVOICING – All Project invoices shall be submitted directly to:

Mr. Austin Kieffer, P.E., Chief of Engineering
Pennsylvania Game Commission
2001 Elmerton Avenue
Harrisburg PA 17110
Office: 717-787-4250 Ext:73613
Email: akieffer@pa.gov

All invoices must be submitted in black and white with no color and shaded areas. Invoices must include the Purchase Order Number, Contractor’s SAP Vendor Number, Dates of services and the Contractor’s name and address as listed on the Purchase Order. Payment items on invoices shall match the items on the Purchase Order. Failure to submit invoices that meet these requirements will result in a delay in payment.

Please Note: *Vendors are reminded NOT to 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.*

CONTRACT TERM - The Contract shall commence upon delivery of Purchase Order to Contractor and shall terminate on **June 30, 2024**. Contract time is of the essence of the Project. All Work must be completed and accepted by this date.

EXCISE TAXES, PENNSYLVANIA SALES TAX - The Commonwealth is exempt from all Excise Taxes. See *Contract Terms and Conditions*.

OFFSET PROVISION - The Designer/Contractor agrees that the Commonwealth may set off the amount of any state liability or other debt of the Contractor or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the Contractor under this or any other contract with the Commonwealth.

PERFORMANCE SECURITY / CONTRACT BONDS – Not required for this project.

GUARANTY / WARRANTY – See *Contract Terms and Conditions* – all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth.

ADDENDA TO THE INVITATION FOR BID (IFB) – See *Contract Terms and Conditions* – If the issuing office deems it necessary to revise any part of this IFB before the bid response date, the issuing office will post an addendum to the DGS website at www.emarketplace.state.pa.us. It is the Contractor’s responsibility to periodically check the website for any new information or addenda to the IFB.

HOLD HARMLESS PROVISION - See *Contract Terms and Conditions* - The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns.