

## **CONTRACT REQUIREMENTS**

Contractor shall comply with Attachment A (“Federal Requirements”) which include new requirements addressing the federal Build America, Buy America Act (“BABA”), enacted as part of the Infrastructure Investment and Jobs Act of 2021 (“IIJA”), as attached.

Where applicable, Contractor shall comply with the Davis-Bacon Act and Federal Funding Accountability and Transparency Act (FFATA) as set forth in Attachment A. Applicable Davis-Bacon Act wages are set forth in Attachment E and the FFATA Data Sheet is included as Attachment B.

Contractor shall submit a FFATA Data Sheet to DEP prior to a purchase order being issued. Contractor shall submit Certified Payrolls to the Department’s Representative. No payment may be made to the Contractor until all Certified Payrolls for work completed are received by the Department. An optional “Certified Payroll Form” that the Contractor may use to fulfill this requirement is included as Attachment D.

Additionally, pursuant to the Governor’s Executive Order 2023-17, *Commonwealth Workforce Transformation Program* (July 31, 2023), awards under this solicitation have been funded by the IIJA and/or the Inflation Reduction Act (“IRA”) of 2022. Should you receive funding as a result of your submission, your organization may be eligible for additional funding from the Commonwealth Workforce Transformation Fund (“CWTF”). For more information, visit [www.pa.gov/newjobs](http://www.pa.gov/newjobs) or email [newjobs@pa.gov](mailto:newjobs@pa.gov).

## **EQUIPMENT**

Contractor shall furnish all necessary labor, tools and equipment, and to perform all work required in this agreement in an expeditious, substantial, and skillful manner in accordance with its bid proposal and all terms of this agreement.

Contractor shall make repairs and replacements at its expense and as expeditiously as possible.

Time lost by Contractor due to breakdown or replacement of parts may not be considered as basis for payment.

The Department may reject any item of equipment when, in the opinion of the Department’s Representative, the item is not in satisfactory operating condition.

## **BID AWARD**

The bid award will be made to the lowest responsive and responsible bidder meeting all requirements.

DEP is not responsible for the maintenance of the eMarketplace website.

The Department of General Services Supplier Service Center is available to assist vendors with registration, bidding and account management. For questions regarding registration help, send an email to [ra-pscsrmportal@pa.gov](mailto:ra-pscsrmportal@pa.gov) or call (877) 435-7363, choose Option 1. For questions regarding bidding help, send an email to [srmhelp@pa.gov](mailto:srmhelp@pa.gov) or call (877) 435-7363, choose Option 2.

DEP is not responsible for the support or functionality of any DGS website.

**All bids must be submitted electronically ONLY before closing date and time.**

**Bid closing date and time: 2:00 p.m., Thursday, July 10, 2025.**

### **CONTRACTOR QUALIFICATIONS**

After bid opening and prior to award, the Department may request three client references, submission of logs, or other documentation showing that Contractor is familiar with and has drilled or constructed water monitoring wells within the last 12 months.

### **CONTRACT QUANTITIES**

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

### **AGREEMENT TERM**

The agreement will commence upon execution and expire June 30, 2027.

Contractor shall complete all work for each assigned well within five working days from the date of assignment. Furthermore, the Contractor shall coordinate with the Department to commence work in accordance with the schedule established by the Department following the bid award.

When requested by the Department's Representative, Contractor shall provide a completely mobilized rotary drilling rig on the project site within 14 days of being notified to proceed.

### **INSURANCE REQUIREMENTS**

Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth. All of the following must be occurrence-based insurance policies and claims-based policies are not acceptable.

1. Workers' 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 must not be

less than \$1,000,000 per occurrence. The amount of property damage insurance must not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount must not be less than \$1,500,000 per occurrence. Coverage must 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 must not be less than \$500,000 per person and \$1,000,000 per occurrence. The amount of automobile property damage insurance must not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount must not be less than \$1,500,000 per occurrence.

The required insurances must be of the Contractual Liability type and the named insured parties must include the Commonwealth of Pennsylvania as well as all landowners within the project area. The insurance must 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 agreement, Contractor shall provide the Commonwealth with current Certificates of Insurance. These Certificates must contain a provision that coverages afforded under the policies will not be cancelled or changed until at least 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. Contractor shall name all those identified in this list as additional insureds under its general and automotive insurance policies.

### **PAYMENT TERMS**

Payment will be on a reimbursement basis for services performed. Contractor shall submit invoice(s) within 30 days of completing services performed.

For Work Site Mobilization and Demobilization, the Contractor will be paid 40% upon completion of Mobilization and 60% will be paid upon completion of Demobilization. Invoices must be submitted upon completion of each assigned project or the last Friday of each month that a project runs, whichever occurs first.

The items of work to be performed include:

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>
1	Work Site Mobilization and Demobilization	25	EACH
2	Bulldozer Mobilization and Demobilization	25	EACH
3	Bulldozer with Operator	50	HOUR
4A	Drilling Rotary Boreholes - Drilling Rotary Boreholes to Accommodate Three-Inch Schedule 40 Nominal Casing Pipe	3,200	L.F.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT
4B	Drilling Rotary Boreholes - Drilling Rotary Boreholes to Accommodate Six-Inch Schedule 40 Nominal Casing Pipe	625	L.F.
4C	Borehole Abandonment	1	EACH
5	Furnishing and Installing PVC Well Casing Pipe, Three-Inch	3,200	L.F.
6*	Furnishing and Installing Overburden Casing Pipe, Six-Inch	625	L.F.
7	Stand-by Time	1	HOUR
8	Restoration	25	EACH

**\*Steel well protector, threaded cap and/or flush mount will be provided by the Department.**