



**K2 ENGINEERING, INC.**  
234 Pittsburgh Street  
Uniontown, PA 15401

**SPRINGFIELD TOWNSHIP  
MILL RUN PARK DEVELOPMENT**

**ADDENDUM 001  
DATE OF ISSUE: 7-8-2025**

Notice to All Bidders:

This addendum is hereby made a part of the contract and is to be included therein. The purpose of this addendum is to amend, modify and clarify the contract documents, as follows:

CHANGES TO PREVIOUS ADDENDUM:

1. None

CHANGES TO PROJECT DOCUMENTS:

1. Reference "Bid Form" Page 4, Bid Table, Line Item 20 revised quantity to 156 SY; Line Item 22 revised units to cubic yards (CY) and quantity to 26 CY; Line Item 24 revised quantity to 21 Tons; Line Item 26 revised quantity to 13 Tons.
2. Reference "Agreement Between Owner and Contractor" Page 520-03 Bid Table Line Item 20 revised quantity to 156 SY; Line Item 22 revised units to cubic yards (CY) and quantity to 26 CY; Line Item 24 revised quantity to 21 Tons; Line Item 26 revised quantity to 13 Tons.

CHANGES TO DRAWINGS:

1. Reference Sheet C1 Estimated Sum of Quantities – Line Item 20 revised quantity to 156 SY; Line Item 22 revised units to cubic yards (CY) and quantity to 26 CY; Line Item 24 revised quantity to 21 Tons; Line Item 26 revised quantity to 13 Tons.

PRE-BID JOB MEETING MINUTES: **None**

ATTENDANCE LIST: **None**

All bidders on this contract shall give due consideration to the contents of this addendum in the preparation of their Bid and shall so indicate on the Bid Form in the spaces provided. Failure of a bidder to acknowledge receipt of this addendum on his Bid form may be considered sufficient cause for rejection of his bid. It shall be the responsibility of each bidder to assure that all his suppliers and subcontractors are made aware of the contents of this addendum.

Should you have any questions, please feel free to contact our office.

Respectfully,



**K2 ENGINEERING, INC.**

234 Pittsburgh Street  
Uniontown, PA 15401

**SPRINGFIELD TOWNSHIP  
MILL RUN PARK DEVELOPMENT**

**ADDENDUM 001  
DATE OF ISSUE: 7-8-2025**

Robert Killinger

Copies to:     Owner  
                    K2 File

BID FORM

SPRINGFIELD TOWNSHIP  
MILL RUN ATHLETIC FIELD WALKING TRAIL

23-090

TABLE OF ARTICLES

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## ARTICLE 1 – BID RECIPIENT

**1.01** This Bid is submitted to:

*Springfield Township  
PO Box 13  
755 Mill Run Road  
Mill Run, PA 15464*

**2.01**

**3.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

**4.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**4.02** See Specifications and/or Itemized Bid Form for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Itemized Bid Form are for bid purposes only. Springfield Township does not guarantee to purchase any specific quantity or dollar amount.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

**5.01** In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods,

techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**6.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 – BASIS OF BID**

**7.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

See Bid Schedule on the next page.

#### **BID SCHEDULE**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

PAVED WALKING TRAIL					
NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL
1	12" COMPOST FILTER SOCK	LF	465		
2	INSTALLATION AND MAINTENANCE OF COMPOST FILTER SOCK	LS	1		
3	CLASS 1 EXCAVATION FOR WALKING TRAIL. INCLUDES EXCESS MATERIAL DISPOSAL	CY	48		
4	GEOTEXTILE - CLASS 4, TYPE A	SY	1342		
5	INSTALLATION OF GEOTEXTILE - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION.	LS	1		
6	PENNDOT SUBBASE NO. 2A STONE (4" DEPTH)	TON	207		
7	INSTALLATION OF 2A STONE - INCLUDES COMPACTION	LS	1		
8	PAVING - 9.5 MM WEARING COURSE (2" DEPTH)	TON	153		
9	INSTALLATION OF 9.5 MM WEARING COURSE	LS	1		
10	SEEDING AND SOIL SUPPLEMENTS - FORMULA D	LS	1		
11	PREPARATION OF SOIL FOR SEEDING AND SUPPLEMENTS	LS	1		
12	BROADCASTING OF SEEDS AND SUPPLEMENTS	LS	1		
13	HAY OR APPROVED MULCH	TON	1		
14	SPREADING OF HAY OR APPROVED MULCH	LS	1		
15	PROJECT SIGN AND MOUNTING POSTS	EA	1		
16	INSTALLATION OF PROJECT SIGNS - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION	LS	1		
17	8" DIA. X 6' CONCRETE FILLED STEEL BOLLARD - YELLOW IN COLOR	EA	15		
18	INSTALLATION OF BOLLARDS - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION	LS	1		
ACCESSIBLE PARKING (4 STALLS)					
NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL
19	CLASS 1 EXCAVATION FOR ACCESSIBLE PARKING. INCLUDES EXCESS MATERIAL DISPOSAL	CY	38		
20	GEOTEXTILE - CLASS 4, TYPE A	CY	156		
21	INSTALLATION OF GEOTEXTILE - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION.	LS	1		
22	PENNDOT SUBBASE NO. 2A STONE (6" DEPTH)	TON	26		
23	INSTALLATION OF 2A STONE - INCLUDES COMPACTION	LS	1		
24	PAVING - 19 MM BINDER COURSE (2.5" DEPTH)	TON	21		
25	INSTALLATION OF 19 MM BINDER COURSE	LS	1		
26	PAVING - 9.5 MM WEARING COURSE (1.5" DEPTH)	TON	13		
27	INSTALLATION OF 8.5 MM WEARING COURSE	LS	1		
28	HANDICAP PARKING SIGN - INCLUDES POST	EA	4		
29	VAN PARKING PLACARD	EA	2		
30	INSTALLATION OF HANDICAP PARKING SIGNS.	LS	1		

	INCLUDES CONCRETE AND ANY OTHER REQUIRED MATERIALS.				
31	6' PARKING BLOCK	EA	4		
32	INSTALLATION OF 6' PARKING BLOCK	LS	1		

- 1. Base Bid: In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Sheepskin Trail Lighting Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.**

BASE BID:

**8.01** TOTAL AMOUNT OF BASE BID \_\_\_\_\_ (words)

**9.01** (\$ \_\_\_\_\_)

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01** Bidder agrees that the Work will be substantially complete on or before 120 calendar days and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 150 calendar days.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

**7.01** The following documents are attached to and made a condition of this Bid:

- A.** Required Bid security in the form of a Bid Bond or Certified Check in the amount of 10% of \_\_\_\_\_ the Bid.
- B.** List of Proposed Subcontractors-upon request by Owner or Engineer
- C.** List of Proposed Suppliers-upon request by Owner or Engineer.
- D.** List of Project References -upon request by Owner or Engineer.
- E.** Required Bidder Qualification Statement with Supporting Data -upon request by Owner or Engineer.
- F.** Affidavit of Non-Collusion
- G.** Compliance with Federal, State, and Local Laws, Regulations, and Ordinances Form
- A.**

#### **ARTICLE 8 – DEFINED TERMS**

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

**9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest

Date of Authorization to do business in *[State Where Project is Located]* is \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)



By:

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

Phone No.

Fax No.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**SUGGESTED FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Springfield Township (“Owner”) and  
\_\_\_\_ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Completion of the **Mill Run Park Development**

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**The scope of the work involves constructing a paved walking trail and accessible parking.**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by K2 Engineering, Inc. (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 120 days after the release of the site to the Contractor and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run. Site will be released to the Contractor on August 1, 2025.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above,

plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each calendar day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each calendar day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

### **UNIT PRICE SCHEDULE**

NOTE: UNIT PRICES shall include sales tax and all other applicable taxes and fees.

PAVED WALKING TRAIL					
NO.	DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL
1	12" COMPOST FILTER SOCK	LF	465		
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3	CLASS 1 EXCAVATION FOR WALKING TRAIL. INCLUDES EXCESS MATERIAL DISPOSAL	CY	48		
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11	PREPARATION OF SOIL FOR SEEDING AND SUPPLEMENTS	LS	1		
12	BROADCASTING OF SEEDS AND SUPPLEMENTS	LS	1		
13	HAY OR APPROVED MULCH	TON	1		
14	SPREADING OF HAY OR APPROVED MULCH	LS	1		
15	PROJECT SIGN AND MOUNTING POSTS	EA	1		
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28	HANDICAP PARKING SIGN - INCLUDES POST	EA	4		
29	VAN PARKING PLACARD	EA	2		
30	INSTALLATION OF HANDICAP PARKING SIGNS. INCLUDES CONCRETE AND ANY OTHER REQUIRED MATERIALS.	LS	1		
31	6' PARKING BLOCK	EA	4		
32	INSTALLATION OF 6' PARKING BLOCK	LS	1		

1. Unit Price Work: In compliance with the Advertisement for Bids, CONTRACTOR hereby proposes to perform all WORK for constructing a community walking trail at the Mill Run Athletic Field located in Springfield Township, Fayette County, which will be approximately 2013.39 feet in total length and will be ADA compliant in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated above. Project also includes the installation of 4 ADA compliant paved parking stalls.

2. For all Work, Estimated Total Amount of All Unit Price Work:

	(\$       )
(words)	(numerals)

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

- C. For all Work other than Unit Price Work, a Lump Sum of:

	(\$       )
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
    - a. 95 percent of Work completed (with the balance being retainage); and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

**6.03    *Final Payment***

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

**ARTICLE 7 – INTEREST**

- 7.01    All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01    In order to induce Owner to enter into this Agreement Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
  - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
  - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 520-1 to 520-8, inclusive).
  - 2. Performance Bond (pages 610-1 to 610-3, inclusive).
  - 3. Payment Bond (pages C615A-1 to C615A-3, inclusive).
  - 4. Other bonds.
    - a. Bid Bond (pages 450-1 to 450-2, inclusive).
    - b. Maintenance Bond (pages C612-1 to C612-2, inclusive).
  - 5. General Conditions (pages 710-1 to 710-57, inclusive).
  - 6. Supplemental Conditions (pages 800-1 to 800-11, inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings consisting of 10 sheets with each sheet bearing the following general title: Mill Run Athletic Field Walking Trail.
  - 9. Addenda (numbers    to   , inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 410-1 to 410-7, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (Bid Bond (EJCDC No. C-450 or Certified Check; Statement of Bidders Qualifications 1 to 4, inclusive with supporting data; Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion;

Compliance Statement; Certification for Contracts, Grants and Loans; ARRA Contractor's Certification to Compliance (Pre-Award Submittal).

- c. Certificate of Owner's Attorney.
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 550-1 to 550-1, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
  - d. Contractors Application for Payment
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such



stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated \_\_\_\_\_. This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

Springfield Township

By: \_\_\_\_\_

Title: Supervisor

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency

: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



EXISTING LEGEND	
_____ 1380 _____	MAJOR CONTOUR
_____ 1386 _____	MINOR CONTOUR
_____	CREEK
_____	FLOODPLAIN
_____	PROPERTY LINE
_____ ROAD ROW _____	ROAD ROW
_____	ADJONER
X _____ X	FENCE
_____	EDGE OF PAVEMENT
_____	EDGE OF GRAVEL
_____	UTILITY POLE
—○—	ELECTRIC
⌵	LIGHT POLE

  

PROPOSED LEGEND	
_____ LOD _____	WORK LIMIT
_____ 1380 _____	MAJOR CONTOUR
_____ 1386 _____	MINOR CONTOUR
=====	PAVED TRAIL
=====	PAVEMENT
_____ FSJ 12 _____	12" FL TER SOCK
●	BOLLARD

## ESTIMATED SUMMARY OF QUANTITIES

PAVED WALKING TRAIL				
ITEM NO	PAY ITEM DESCRIPTION	UNIT	QUANTITY	
1	12" COMPOST FILTER SOCK	LF	465	
2	INSTALLATION AND MAINTENANCE OF COMPOST FILTER SOCK	LS	1	
3	CLASS 1 EXCAVATION FOR WALKING TRAIL. INCLUDES EXCESS MATERIAL DISPOSAL	CY	48	
4	GEOTEXTILE - CLASS 4, TYPE A	SY	1,342	
5	INSTALLATION OF GEOTEXTILE - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION	LS	1	
6	PENNDOT SUBBASE NO. 2A STONE (4" DEPTH)	TON	207	
7	INSTALLATION OF 2A STONE - INCLUDES COMPACTION	LS	1	
8	PAVING - 3.5 MM WEARING COURSE (2" DEPTH)	TON	153	
9	INSTALLATION OF 9.5 MM WEARING COURSE	LS	1	
10	SEEDING AND SOIL SUPPLEMENTS - FORMULA D	LS	1	
11	PREPARATION OF SOIL FOR SEEDING AND SUPPLEMENTS	LS	1	
12	BROADCASTING OF SEEDS AND SUPPLEMENTS	LS	1	
13	HAY OR APPROVED MULCH	TON	1	
14	SPREADING OF HAY OR APPROVED MULCH	LS	1	
15	PROJECT SIGN AND MOUNTING POSTS	EA	1	
16	INSTALLATION OF PROJECT SIGN - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION	LS	1	
17	6" DIA. X 6" CONCRETE FILLED STEEL BOLLARD - YELLOW IN COLOR	EA	15	
18	INSTALLATION OF BOLLARDS - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION	LS	1	
ACCESSIBLE PARKING (4 STALLS)				
ITEM NO	PAY ITEM DESCRIPTION	UNIT	QUANTITY	
19	CLASS 1 EXCAVATION FOR ACCESSIBLE PARKING. INCLUDES EXCESS MATERIAL DISPOSAL	CY	38	
20	GEOTEXTILE - CLASS 4, TYPE A	SY	156	
21	INSTALLATION OF GEOTEXTILE - INCLUDES ALL MATERIALS REQUIRED FOR INSTALLATION	LS	1	
22	PENNDOT SUBBASE NO. 2A STONE (6" DEPTH)	CY	26	
23	INSTALLATION OF 2A STONE - INCLUDES COMPACTION	LS	1	
24	PAVING - 19 MM BINDER COURSE (2.5" DEPTH)	TON	21	
25	INSTALLATION OF 19 MM BINDER COURSE	LS	1	
26	PAVING - 9.5 MM WEARING COURSE (1.5" DEPTH)	TON	13	
27	INSTALLATION OF 9.5 MM WEARING COURSE	LS	1	
28	HANDICAP PARKING SIGN - INCLUDES POST	EA	4	
29	VAN PARKING PLACARD	EA	2	
30	INSTALLATION OF HANDICAP PARKING SIGNS. INCLUDES CONCRETE AND ANY OTHER REQUIRED MATERIALS	LS	1	
31	6" PARKING BLOCK	EA	4	
32	INSTALLATION OF 6" PARKING BLOCK	LS	1	

UTILITY CONTACT INFORMATION			
INDIAN CREEK VALLEY WATER AUTHORITY	2019 INDIAN HEAD ROAD INDIAN HEAD, PA, 15446	724-465-2905	CLEAR - NO FACILITIES
LAUREL HIGH AND TOTAL COMMUNICATION	101 LAUREL HIGHLANDS PLACE DOWNSGLEN, PA 15628	724-465-2411	CLEAR - NO FACILITIES
SPRINGFIELD TOWNSHIP TRAILLETTE COUNTY	755 MILL RUN ROAD MILL LENOVA, PA 15844	724-465-3015 CONTRACT CROSS NUMBER	CLEAR - NO FACILITIES
WEST PENN POWER	800 CARMILL DRIVE ROOM B1000 GREENSBURG, PA 15601	1-800-886-0021 CONTACT JACOB WILBOUR (jwilbour@westpennpower.com)	CLEAR - NO FACILITIES
PA ONE CALL	925 REWIN RUN WEST MIFFLIN, PA 15122	811	
CONTRACTOR RESPONSIBLE FOR CONTACTING ALL UTILITIES PRIOR TO BIDDING. BIDDER RESPONSIBLE FOR UNDERSTANDING ALL UTILITY REQUIREMENTS.			
<p>THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, ELEVATIONS &amp; STRUCTURES ETC. PRIOR TO THE START OF CONSTRUCTION AND THE ORDERING &amp; FABRICATION OF MATERIALS TO AVOID CONFLICTS, ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER FOR DISCUSSION TO RESOLVE ANY ISSUES</p> <p>PA ONE CALL DESIGN SERIAL NUMBER IS 2022089329. CONTRACTOR RESPONSIBLE TO PLACE ONE CALL DIG NOTIFICATION PRIOR TO START OF WORK.</p>			

UTILITY	QUALITY LEVEL	NOTES
ELECTRIC	D	PA ONE CALL INDICATED THERE ARE NO EXISTING UTILITIES IN THE PROJECT AREA FIELD VER-1
WATER	D	PA ONE CALL INDICATED THERE ARE NO EXISTING UTILITIES IN THE PROJECT AREA FIELD VER-1

QUALITY LEVELS AS PER CLAUSE 38-42 "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

1. ALL UNDERGROUND UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS. EXACT LOCATIONS, DEPTHS, AND SIZE OF ALL EXISTING UTILITIES IN THE PROJECT AREA SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR WITH A REPRESENTATIVE FROM THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES COMPARED AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO WORK IN THE PROJECT AREA.
2. PROPER MECHANISMS WILL BE APPLIED TO CONTROL ALL WASTE MATERIALS. ANY EXCESS SOIL MATERIAL WILL BE REINTEGRATED INTO THE SITE AND STABILIZED IMMEDIATELY. ANY EXCESS SOIL MATERIAL WILL BE REMOVED FROM CONSTRUCTION WASTE AND RECYCLED. OTHER WASTE MATERIALS WILL BE DISPOSED OF AT A DEP APPROVED LANDFILL. GOOD HOUSEKEEPING AND LITTER CONTROL WILL BE PRACTICED AT ALL TIMES DURING THE PROJECT.
3. THE PROJECT WILL BE TAKEN TO ELIMINATE EXPOSED AREA BY CHOCING SEEDING AND MULCHING. TEMPORARY SOIL STOCKPILES WILL BE SEEDED AND ACCUMULATED SEDIMENT WILL BE REINTEGRATED INTO THE SITE AND STABILIZED IMMEDIATELY. ACTIVITIES IN UNDISTURBED AREAS WILL BE MINIMIZED.
4. THE SOILS OF THE PROPERTY ARE CHAVIES FINE SAND/ LOAM (Cb1), 3 TO 8 PERCENT SLOPES, RARELY FLOODED, AND PHLO LOAM (Cb1, 0 TO 3 PERCENT SLOPES OCCASIONALLY FLOODED). THE SOILS ARE NOT LISTED AS HEDRIC. THERE ARE NO WETLANDS LOCATED ON THE SITE. NO WETLANDS DELINEATION.
5. THE CONTRACTOR RESPONSIBLE FOR ONE CALL DIG NOTIFICATION PRIOR TO CONSTRUCTION, DESIGN PA ONE CALL TICKET NUMBER 20220893239.
6. CLEAN FILL IS DEFINED AS UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREGGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON TOP OF EXISTING ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE. CLEAN FILL DOES NOT INCLUDE FILL ON ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE. CLEAN FILL MATERIALS AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE STILL QUALIFY AS CLEAN FILL.
7. THE TESTING REVEALS THAT THE FILL MATERIAL CONTAINS CONCENTRATIONS OF REGULATED SUBSTANCES THAT ARE BELOW THE RESIDENTIAL LIMITS IN TABLES PF-1A AND PF-1B FOUND IN THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL." ANY PERSON PLACING CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM PF-001 TO CERTIFY THAT THE FILL MEETS THE REQUIREMENTS OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL." MATERIALS AS CLEAN FILL, FORM PF-001 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECEIVING THE FILL. A COPY OF FORM PF-001 CAN BE FOUND AT THE END OF THESE INSTRUCTIONS.
8. THE FILL MATERIAL SHOULD NOT QUALIFY AS CLEAN FILL IF REGULATED FILL IS WASTE AND/OR REGULATED FILL IS NOT WASTE. THE DEPARTMENT'S WASTE AND/OR RESIDUAL WASTE MANAGEMENT POLICY SHOULD BE USED TO DETERMINE IF THE FILL QUALIFIES AS WASTE OR RESIDUAL WASTE. THE RESULTING DECISION BASED ON THE POLICY OF THE DEPARTMENT OF RESIDUAL WASTE MANAGEMENT OR 271 MUNICIPAL WASTE MANAGEMENT, WHICHEVER IS APPLICABLE.
9. IF AT ANY TIME WORK ASSOCIATED WITH THIS PROJECT CEASES FOR MORE THAN 4 DAYS TEMPORARY STABILIZATION WILL BE APPLIED.
10. THE PROJECT OWNER MUST KEEP WRITTEN RECORDS OF E & S INSPECTIONS ON DEP FORMS. INSPECTIONS SHOULD BE LOGGED ON DEP FORM 3150A-BENVEDICTO DATED 12/20/19.
11. THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) HAS A CURRENT LIST OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) ROAD CLOSURE, CURRENT REVISION SPECIFICATIONS, PA DEP BMP MANUAL AND EROSION AND SEDIMENT POLLUTION CONTROL MANUAL AND APPROVED PLANS.
12. THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, PENNDOT RC STANDARDS, DATED JUNE 1, 2010, CHANGE NO. 3, DATED DECEMBER 17, 2019, SHALL APPLY TO THIS PROJECT.
13. THE EXISTING CONDITIONS HAVE BEEN COLLECTED THROUGH SURVEY PERFORMED BY K2 ENGINEERING, INC. THE ENGINEER MAKES NO GUARANTEE TO THE ACCURACY OF THE BASE INFORMATION EXISTING RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION PROVIDED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NECESSARY PRECAUTIONS SHALL BE TAKEN BY THE CONTRACTOR TO LOCATE AND PROTECT EXISTING UTILITY MAINS AND SERVICES, ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE FIELD ENGINEER PRIOR TO CONSTRUCTION.
14. FAILURE TO SPECIFICALLY MENTION ANY WORK WHICH WOULD NORMALLY BE REQUIRED TO COMPLETE THE PROJECT SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PERFORM SUCH WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, EROSION CONTROL, SEQUENCES, PROCEDURES, AND SAFETY REGULATIONS AND PROGRAMS. THE CONTRACTOR IS RESPONSIBLE FOR THE TRANSITIONS TO DRIVEWAYS, DRAINAGE STRUCTURES, AND OTHER ROADSIDE OR PARKING AREA FEATURES.
15. ALL QUANTITIES ARE BASED ON AREAS SHOWN ON PLANS. QUANTITIES SHOWN ARE ESTIMATES ONLY. ALL EXCAVATION IS CLASSIFIED AS UNCLASSIFIED EXCAVATION.
16. ALL PLANS AND SPECIFICATIONS REFERRED TO ABOVE AND THE SITE WORK MUST BE EXAMINED BY THE APPROXIMATE AND BE SUBJECT TO CHANGE AS MAY BE REQUIRED, AND THAT ASSESSED ITEMS (IE ASPHALT) ARE PAYABLE ON THE BASIS ON THE UNIT PRICE OF THE AWARDED BID AND ACTUAL QUANTITIES. IN MOST CASES, THE BID ITEM IS A LUMP SUM BID AND FOR ALL OTHERS, ACTUAL

ONE-CALL SYSTEM

Pennsylvania Act 36 (1989) requires a working days notice from excavators to the Pennsylvania One-Call System, Inc. (POCS), a non-profit organization, at least 48 hours before any excavation work. The toll-free number is 1-800-242-1776. The toll-free number is available 24 hours a day, 7 days a week. The toll-free number is available in all areas of the Commonwealth.

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