



Borough of Chambersburg

*A full service municipality in Franklin County
celebrating over 65 years of consumer owned natural gas service
over 120 years of community electric and a
regional wastewater, water, and municipal solid waste utility*

September 4, 2024

ADDENDUM NO. 1

To the Contract Documents for
Greenway Meeting Place Project
For
The Borough of Chambersburg, PA

In accordance with the requirements of the “Instructions to Bidders”, this Addendum shall be attached to and become a part of the Contract Documents for the above referenced project.

1. Revised MS-944 Form

Please find the revised MS-944 Form attached to this Addendum.

2. Bid Opening

The Bid Opening will now be extended until Thursday, September 12th at 10 am. Sealed bids must be submitted by this time.

3. Agreement – 6. Contract Times

The term of this Agreement will terminate on August 31, 2026.

4. Additional Clarification has also been provided below:

Q: The pad is large enough for 2 cans but wanted to confirm that there is to be only 1 Garbage Can Pad

A: Yes that is correct, only 1 pad for 2 garbage cans

Q: What lid style and liner do you want for the 2 garbage cans?

A: 32 gallon with BT lid (Green)

Q: Are we to install 2 bench pads with only 1 bench?

A: Item #21 will be #58-60 with 3 arm rests, Item #22 will reflect a change from 1 to 2 benches

Q: Dumour Item #58-30 doesn't seem to be a valid option; confirm the part number is correct or provide an alternate model number

A: Item was to be #58-60 with 3 arm rests



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Q: Bid item 35 (list 7) trees, but shows 4+4 which would be 8 trees (this was discussed in pre-bid but confirming)

A: Yes, that is correct. Change will reflect 8 trees for item 35

Q: Bid item 36 (list 13) Items 33,34 & 35 total to be 14 trees

A: Change will reflect 14 trees for item 36

Q: Bid item 37 (list 13) Items 33,34 & 35 total to be 14 trees

A: Change will reflect 14 for item 37

Q: Bid item 41 - What size chain and does the chain need to be coated?

A: 5/16 no coating

Q: Bid items 38,39,40 All list 8" Bollard

Details on page E-430 show two different styles of installation (Removable and Standard)
Please provide which if any of items 38,90,40 need to be removable

A: Item 39 will have 1 center post removable. The remaining posts are non-removable.

Q: Details on page E-430 state bollards are to be field painted

What color and is there detail of the paint required? Will all the bollards need to be painted?

A: Bollards should be pressure-treated pine and will not require paint.

Q: Confirming that at pre-bid all bollards are to be 8" pressure treated pine:

A: Correct

Q: Since the council meeting is not until the 16th can the bid be extended until the 12th or 13th so that we can have at least 7 days from the last addendum release to provide to sub-contractors and vendors for pricing changes reflected in last addendum?

A: The bid opening will be extended to September 12th.

Q: Can a cross-section detail of the tree pit be provided? Confirm this is just an excavation and not a concrete tree vault style pit with weep holes.

A: Excavation only (see detail provided)

Q: When is the completion date and liquidated damages for the project? The manual and pre-bid have conflicting information.

Section 6 of the Agreement

6.1 Completion Date for the project is August 31, 2025

6.2 Liquidated Damages are \$1,000.00 per day



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MS-944 Special Provisions to Contract Attachment 1-A

Work to be completed NTP+35 Days
Liquidated damages are \$250.00 per day

A: The Borough will adjust 6.1 Completion Date to reflect August 31, 2026, to reflect the 2 year warranty time frame in the contract. 6.2 will remain.

Q: At the pre-bid, Andy mentioned it would be a 60-day contract after notice to proceed. Is this correct?

A: The Borough will follow the MS-944 Special Provisions to Contract Attachment 1-A. Work is to be completed NTP+35 Days and a change can be extended upon approval.

Q: Does this project due to funding need to adhere to Penn Dot Publication 408 Section 413.3 for Paving weather and seasonal limitations?

A: Yes

Q: Can the plans be sent as a separate attachment in the correct plan size. The plans attached to the bid invitation are scaled down to fit smaller paper and we are having trouble reading the fine print when we print them out to scale.

A: Hannah will provide these as requested.

Q: In the Pre-bid meeting, it was asked about the grading shown on the plan - if that was the proposed grading or existing grading shown. Wanted to follow up with official RFI (can both the proposed and existing contours be shown on the plan set)

A: The contours shown on the plan sheet will be the final contours of the lot. Adjustments in the field will be completed under a change order

Q: Confirming from the Pre-bid the limits of work are to be taken from the Borough of Chambersburg plans and not the Dennis E Black plans for the extent of work required.

A: Yes, the Borough plan LOD will be the guideline.

Q: Is it the contract plan or use the Dennis E Black plan sheet ES-2 for the limits of the E&S controls required for the job including the soxx that extends in to the flood zone shown on Borough page E-430?

A: The Dennis E Black plan sheet for E&S

Q: Is the contract to install the RCE 20' wide x 100' long as shown on Dennis E Black sheet ES-2

A: No, the Borough plan RCE.



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Q: Bid Item #4 does not list an Approximate quantity of SY of Rip Rap apron to bid the project with.

A: 56 SY

Q: Bid item #26 does not have a unit of measurement assigned to it.

A: Each

Q: Is the location of the Borough supplied pole-mounted breaker location indicated on the plans for connection by the electrician? We are not able to read the plans to determine where we are to tie-into the electric at.

A: No, the pole is not shown on the plan. I can confirm that the Borough supplied junction box will be on pole # 147-231.

Q: Bid item #30 does not have a type of measurement assigned to it

A: 2 CY 6" 25mm, no 2" of 12.5mm wearing course

Q: Will any clearing of the existing trees on the stream bank be required for this job? They are not show on the plans.

A: No

Q: Can the detail for the proposed berm 10' of the walking path be provided as shown on the plans? No contours are provided on the plans for the berm.

A: 3:1 Slope from edge of pavement

Q: On page E-430 of the Borough plans the legend indicated a hatch for proposed new sidewalk and new proposed apron. That hatching is not shown on the plans best we can tell any where

A: No new sidewalk will be installed

Q: On Sheet PC-2 Dennis E Black plans indicate remove and replace entrance ramp with Curb and Sidewalk at (2 Locations both the SE and SW corners of the project)

A: Reference Borough plan for construction

Q: Bid item #7 lists installing (1) 10' depressed curb and sidewalk entrance at the SE corner, (RFI #20 if the RCE is 20' wide) is it the intent to provide 10' of new sidewalk and curb and 10' of depressed sidewalk and curb

A: Line Item #7 will be removed

Q: What is to happen at the existing SW entrance to the parking lot?

A: No entrance in this location



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Q: Bid item #42 is indicated as placing 2 Ada Ramps with tactile pads at the corner of Washington Street and Cedar Ave.

Can the limits of this work be detailed; it is not indicated on the plans. The detail indicates that 3 panels of sidewalk need to be removed in each direction and regraded with new curb?

Does (2) indicated that this is at 2 of the 4 intersections at Washington and Cedar? The pay item is only for (1) each

A: Line Item #42 will be removed

Q: Dogwood, Cornus Venus in 2" -2.5" caliper are not available. Can 1" – 1.5" caliper be used as an alternate?

A. No. We would like to see the larger caliber trees planted.

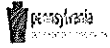
Q: Availability of all trees may not be possible for October installation due to removal for transport cannot happen before first frost. Can installation be delayed until early spring 2025?

A: Yes. The warranty however wouldn't go into effect until all planting has been completed.

Q: Is there a water connection available for watering the sod?

A: No on site water connection. The Borough Service Center has a water fill hook up at 80 South Franklin Street that you will be billed a fee for water usage. You may also use the water from the Conococheague Creek West of the site using your own equipment for pumping and distributing the water for the sod and the trees.

END OF ADDENDUM NO.1



ATTACHMENT 1

TO MS - 944 (PROPOSAL AND CONTRACT MS - 944)

County: Franklin County

Municipality: _____

Borough of Chambersburg

Project Number: _____

LOCATION OF WORK:

Meeting Place Greenway, Chambersburg, Pennsylvania

DESCRIPTION OF WORK:

The Meeting Place Greenway project entails the removal of approximately 25,000sqft of an asphalt, concrete and gravel parking lot. Amended top soil and sod will be installed after this has been removed. The remaining adjacent asphalt will be delineated with a concrete curb to create a boundary between the parking lot and the greenway. Two inoperable light poles and concrete bases will be removed. To provide pedestrian connectivity and handicapped access to the greenway, a 12ft. asphalt path will be installed adjacent to the Conococheague Creek. This pathway will connect to the sidewalk along West Washington St to the greenway. Wooden bollards will be installed at the end of the walkway as it connects to West Washington St. Wooden bollards, Low level lighting, benches and a trash receptacle will be installed along the east side of the walkway. Storm sewer inlet will be installed under the walkway at the lowest point of elevation.

ESCALATOR CLAUSE:(if adopted by Municipality.)

N/A

THIS PORTION TO BE COMPLETED BY THE MUNICIPALITY

SCHEDULE OF PRICES

Item No.	Approx Quantities	Unit	*Description	Unit Price	Total
1	1	LS	MOBILIZATION		
2	1	LS	MAINTENANCE AND PROTECTION OF TRAFFIC		
3	1	LS	GENERAL EROSION AND SEDIMENT POLLUTION		
4	56	SY	RIP-RAP APRON, R-4 ROCK FOR CONSTRUCTION DRIVEWAY AT SE CORNER OF PROJECT AREA		
5	1	EA	TYPE M CONCRETE INLET TOP UNIT AND GRATE		
6	1	EA	STANDARD INLET BOX		
7	75+/-	TONS	SUPERPAVE 12.5MM PG64-22; WEARING COURSE 0.0-0.03 MILLION ESAL SRL-M; 2" DEPTH HOT MIX ASPHALT OVERLAY; PRIME COAT INCIDENTAL. TACK COAT ENTIRE ROADWAY BEFORE WEARING COURSE IS APPLIED		
8	106+/-	TONS	SUPPLY AND PLACE SUPERPAVE 19MM PG64-22; LEVELING COURSE 0.0-0.3 MILLION ESAL SRL-M @3" DEPTH		
9	301+/-	TONS	SUB BASE 2A AGGREGATE @ 6" DEPTH		
10	2726+/-	SQ/YD	EXCAVATE EXISTING ASPHALT & STONE AREA UP TO 12" DEPTH & HAUL		
11	1074+/-	CU/YD	INSTALL 12" OF AMENDED TOP SOIL UNDER SOD AREAS (LARGE FIELD & ALONG BOLLARDS		
12	34,000+/-	SQ/FT	SOD; TALL FESCUE, DELIVERED AND INSTALLED (LARGE FIELD & ALONG BOLLARDS & ON THE 10' WIDE BERM ALONG THE CREEK)		
13	1	EA	WATER SOD 1X PER WEEK FOR 8 WEEKS & GURANTEE THE SOD FOR 1 YR		
14	1,000	LF	TEMPORARY CONSTRUCTION FENCE; 6'H; CHAIN LINK. KEEP UP UNTIL SOD IS ESTABLISHED & APPROVED BY BOROUGH STAFF		
15	6	CU/YD	INSTALL APPROX 6 CU/YD OF 1-3" RIVER ROCK FROM NW CORNER OF PROPERTY LINE BETWEEN THE TRAIL AND CURB FOR 100'. AREA IS APPROX 100'LX5'WX4"D		
16	500	SQFT	INSTALL APPROX 500 SQFT OF GEOTEXTILE CLOTH UNDER THE RIVERROCK 100'X5'		
17	1	EA	GLADIATOR DOG WASTE STATION; ZERO WASTE USA ITEM# JJB12A-GRN		
18	2	EA	TRASH CAN; DUMOR #84-32; 32 GALLON LITTER RECEPTACLE		
19	2	EA	CONCRETE PAD FOR BENCHES; 10'L x 5'W; 6"D W/ STONE BASE		
20	2	EA	6' BENCH; DUMOR #58-60; 3 ARMS; GREEN		
21	4	EA	INSTALL 4 LANTERN LIGHT POLE; CMT (VALMONT BRAND); TB18-B-50-HS-T3; ROUND TAPERED;DIRECT BURIAL 3 FT;COMPOSITE POLE;BLACK FINISH;STANDARD HANDHOLD;SLIP FITLER; 32'		

22	4	EA	INSTALL 4 LANTERN LIGHTS; KENDALL ELECTRIC; AVPCL2-P201-MVOLT-30K-R2-BK-PR7-NL1-X1SCC ABL-AMERICAN ELECTRIC; POST TOP-LED VALIANT; FULL CUTOFF;P201 PERFORMANCE PACKAGE; 120-277V; 300K; ROADWAY TYPE II; BLACK; 7 PIN NEMA TWISTLOCK;1"x1" NEMA; STANDARD CUPOLA COVER		
23	5	EA	INSTALL INGROUND JUNCTION BOXES; JUNCTION BOX - FORMED PLASTICS INC. 4121		
24	1	EA	RUN CONDUIT AND WIRE TO EACH BOX AND TO THE LIGHT; CONTRACTOR SHALL INSTALL A MAINLINE 1.5" SCHEDULE 40 PVC CONDUIT AT MINIMUM OF 24" BELOW FINISHED GRADE FROM THE BOROUGHSUPPLIED POLE MOUNTED BREAKER LOCATION TO A SUITABLE UNDERGROUNJD JUNCTION BOX FOR EACH OF THE 4 LIGHT STANDARDS. FROM EACH JUNCTION BOX INSTALL A 3/4" FLEXIBLE UNDERGROUND CONDUIT INTO THE CABLE ENTRANCE HOLE IN THE POLE EXTENDING AT LEAST 18" INTO THE POLE. 18' FIBERGLASSS POLES SHALL BE INSTALLED TO A DEPTH OF 3' PER MANUFACTURER SPECIFICATION. QUANTITY OF 4 (BLACK,RED, WHITE AND GREEN) #10 THHN COPPER WIRES SHALL BE INSTALLED ALONG THE MAINLINE WITH 3 #12 THHN WIRES (BLACK, RED AND GREEN) TAPPING INTO EACH LIGHT STANDARD. SUITABLE INSULATED CONNECTORS SHALL BE USED TO MAKE THE CONNECTIONS WITHIN THE JUNCTION BOXES. IUMANARIES SHALL BE PROCURED, MOUNTED TO THE POLES, AND CONNECTED TO #12 WIRE ENTERING THE POLE FROM THE JUNCTION BOX		
25	1	EA	EXCAVATE AND REMOVE ALL ABANDONED UNDERGROUND WATER LINES WITHIN THE PROJECT AREA AND DISCONNECT IN THE STREET AT THE MAIN. INSTALL CAP. PER BOROUGH WATER DEPT INSTRUCTIONS.		
26	1	EA	EXCAVATE AND REMOVE ALL ABANDONED UNDERGROUND GAS LINES WITHIN THE PROJECT AREA		
27	1	EA	EXCAVATE AND REMOVE ALL ABANDONED UNDERGROUND SANITARY SEWER LINES WITHIN THE PROJECT AREA		
28	1	EA	INSTALL ASPHALT PATCH IN STREET AFTER UTILITY WORK IN COMPLETED. 2 CY 6" 25MM BASE COURSE		
29	100	LF	SAW CUT EXISITING CONCRETE PAD TO MAKE A STRAIGHT LINE PRIOR TO CURB INSTALL.		
30	390	LF	INSTALL 6" CURB WITH 3 WEEP HOLES LOCATED IN THE SW CORNER NEAR TRAIL		
31	3	EA	INSTALL 3 VENUS DOGWOOD CORNUS TREES (3 WHITE) ALONG THE NORTH EDGE OF THE PROPERTY; 2"-2.5" GAUGE; PRUNE LIMBS UP TO 4'; GUARANTEE THESE TREES FOR 1 YEAR		
32	3	EA	INSTALL 3 AUTUMN FLOWERING CHERRY TREES (PINK, IF POSSIBLE) ALONG THE SOUTH EDGE OF THE PROPERTY; 2"-2.5" GAUGE; PRUNE LIMBS UP 4'; GUARANTEE TREES FOR 1 YEAR		
33	8	EA	INSTALL 4 SILVER LINDENS & 4 ZELKOVA TREES ALTERNATING THEM AS THEY ARE PLANTED; 2"-2.5" GAUGE TREES; PRUNE LIMBS UP TO 4'; GUARANTEE THESE TREES FOR 1 YEAR		
34	14	EA	TREE PITS SHOULD BE 4'X4' IN SIZE AND BE 6'-10' AWAY FROM CURB AND SIDEWALK. AMENDED SOIL INSTALLED IN EACH PIT. MULCH INSTALLED ON TOP AFTER TREE IS PLANTED. TREE SHOULD BE INSTALLED AT THE PROPER HEIGHT SO THAT THE TREE ROOT COLLAR IS VISIBLE JUST ABOVE THE GROUND AND MULCH		
35	14	EA	INSTALL 14 GATOR BAGS ON THESE TREES AND WATER WEEKLY FOR 8 WEEKS		
36	51	EA	INSTALL 8"X8" WOODEN BOLLARDS; 5' APART, ALONG TRAIL FROM WASHINGTON ST TOWARDS LOUDON ST.		
37	3	EA	INSTALL 8"X8" WOODEN BOLLARDS ACROSS THE ENTRANCE OF THE TRAIL ALONG WASHINGTON ST.		
38	2	EA	INSTALL 8"X8" BOLLARDS AT EACH SIDE OF DEPRESSED DRIVEWAY IN SE CORNER OF PROJECT; EACH BOLLARD SHOULD HAVE AN EYEBOLT ANCHOR		
39	1	EA	12' 5/16" YELLOW COATED CHAIN & HARDWARE TO BE INSTALLED ON THE TWO BOLLARDS SO THAT A BOROUGH LOCK CAN SECURE IT		
<p>* DESCRIPTION: Must include ADT on wearing surfaces USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1st AND OCTOBER 31st, EXCEPT AS NOTED IN BULLETIN NO. 25. FOR OPTION OR PHASE BIDS THE TOTALS FOR EACH MUST BE INCLUDED.</p>					
				TOTAL	

otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full; Contractor may furnish a bond or other collateral in a form, substance and amount satisfactory to the Borough to indemnify the Borough against any Lien.

5.3.3.Final Payment and Acceptance.

5.3.3.1. Upon final completion and acceptance of the Work in accordance with Paragraph 5.3.2, the Borough shall pay the remainder of the Contract Price less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Borough in connection with the Work within thirty (30) days of final completion and acceptance of the Work as provided for herein.

5.3.4.Interest.

The final payment if not paid when due in accordance with Paragraph 5.3.3, less any deduction for liquidated and/or other damages or unresolved claims, shall bear interest at the rate of ten percent (10%) per annum or, when the Borough has issued bonds or notes to finance the Project, at the rate of interest of the bond or note issue, whichever is less. No interest will be paid on progress payments.

6. **Contract Times**

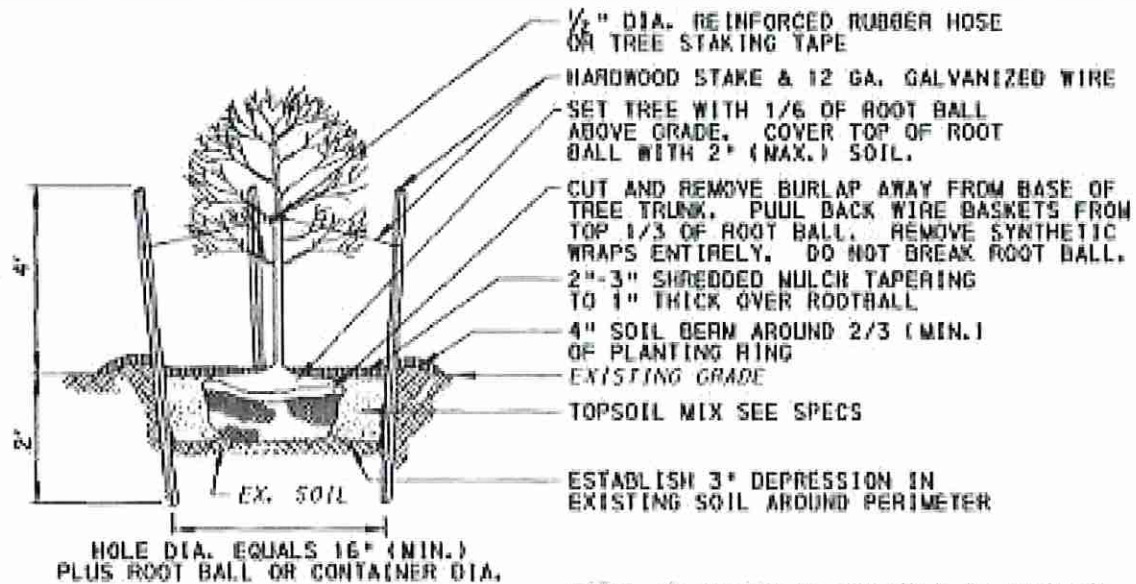
6.1. Term: The term of this Agreement shall begin on the Effective Date and terminate at midnight on August 31, 2026 unless terminated or extended at the Borough's sole and absolute option as provided for herein.

6.2. Contract Times: All time set forth for completion of milestones (if any), substantial completion (if any), and completion as set forth in the Contract Documents are of the essence.

6.3. Liquidated Damages: The Borough and Contractor recognize that time is of the essence of this Agreement and that the Borough will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.1 above, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Borough if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Borough and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Borough One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified in Paragraph 6.1 above.

6.4. Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 6.3, Contractor also agrees to reimburse the Borough for all administrative, legal, engineering and construction observations costs, associated with Contractor's failure to meet any of the milestones as set forth herein.

6.5. Alternate Damages: The Borough, at its sole option, may waive liquidated damages as provided in Paragraph 6.3 and elect to recover from Contractor the Borough's actual damages for such delay. Actual damages may include, without limitation, any fines or penalties imposed on the Borough by any regulatory body plus all actual damages suffered by the Borough as a result of such delay including, without limitation, loss of revenue, engineering fees and consultants fees, construction observation fees, and legal fees incurred by the Borough as a result of such delay.



NOTE: IF BOTTOM OF THE HOLE IS ROCK OR HARD CLAY, BREAK UP AN ADDITIONAL 6" DEPTH TO ALLOW WATER TO DRAIN



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NOTICE OF RECEIPT

I have received the Addendum No. 1 for the **Greenway Meeting Place Project**.

Company

Contact Person

Date Received

Mail to: Hannah Kauffman
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201
or Fax: 717-264-0224
email: hkauffman@chambersburgpa.gov