

**ADDENDUM NO.1**  
**BOROUGH OF GREENCASTLE**  
**ADA RAMP UPGRADE**

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.

*Concerning the Project Manual*

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- A. Section 01025 – DELETE and REPLACE in its entirety; attached to this Addendum.

END OF ADDENDUM NO. 1

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPECIFIED PLACE ON THE BID FORM. THE ABSENCE OF THIS ACKNOWLEDGMENT WILL BE CAUSE FOR REJECTION OF THE BID.

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Applications for Payment.
- B. Payment for Tests and Inspections.
- C. Stored Products.
- D. Measurement and Payment.

##### 1.02 APPLICATIONS FOR PAYMENT

- A. Submit one (1) electronic copy of Application for Payment at times specified in Paragraphs 14.02 and 14.07 of the General Conditions. Monthly Applications for Payment shall be accompanied by weekly payroll certificates, for the period, of contractor and its subcontractors, on the form(s) attached to this Project Manual.
- B. Submit Application for Payment on form attached to this Section (01025A).
  - 1. Line items shown on the Application for Payment form shall mirror those shown on the Bid Form.
- C. Include following Contractor's signed certification on Application for Payment:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142 of 1994; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

1.03 STORED PRODUCTS

- A. Payment will not be made for Products suitably stored on the Project site or at another location, but not yet incorporated in the Work.

1.04 MEASUREMENT AND PAYMENT

- A. General: Lump sum prices **shall be all inclusive**; they shall include among other costs, all labor (which consists of the personnel plus the time required to perform each task), material, equipment, facilities and services required to perform the Work as defined in General Conditions Paragraph 1.01.A.50. Refer to General Conditions Paragraphs 3.01.A and B for intent of the Contract Documents.
- B. Additional payment will not be made for removing/relocating trees, fences, signs, mailboxes, or other above or below grade physical obstacles, unless otherwise specified in this Section. These costs shall be included in the lump sum bid for the item requiring their removal/relocation.
- C. Contractor shall confine construction operations within the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications. Repair to and restoration of paved, seeded and other areas, damaged by Contractor's operations, outside of the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications, shall be at Contractor's expense. The repair/restoration work and products shall be as described in the Drawings and the Specifications, and may include, but not be limited to regrading, topsoil placement, seeding, pavement reconstruction etc.
- D. Additional time, personnel, equipment, services and facilities required to perform a task, in excess of that estimated by Contractor, shall not be a reason for additional costs or extension of Contract Times, unless otherwise specified in the Contract Documents.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

**END OF SECTION**