

**TOWN OF NORTHUMBERLAND, NEW HAMPSHIRE
WATER, SEWER, DRAINAGE, AND ROADWAY IMPROVEMENTS
DRAINAGE AND SANITARY SEWER CLEANING AND UV CIPP LING
NORTHUMBERLAND, NEW HAMPSHIRE**

ADDENDUM #1

DATE: November 19, 2024
TO: ALL PLAN HOLDERS, OWNER, AND FUNDING AGENCIES

This ADDENDUM #1 shall become part of the Bidding Documents, Contract Documents and Plans for the above referenced project. BIDDERS, please acknowledge receipt of this ADDENDUM #1 on the BID FORM (Page 1). This ADDENDUM #1 consists of 15 pages total, including:

- 1.) Revised Bid Form
- 2.) Revised Measurement & Payment Section

End of Addendum #1

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **The Town of Northumberland, 19 Main Street, Groveton, New Hampshire, 03582**
- 1.02 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- ~~A. Required Bid security;~~
 - ~~B. List of Proposed Subcontractors;~~
 - ~~C. List of Proposed Suppliers;~~
 - ~~D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;~~
 - ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
 - ~~F. Required Bidder Qualification Statement with supporting data; and~~
 - G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);**
 - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
 - I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:
 - B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. Bidders must bid on each item
4. Bids must include sales tax and other associated fees
5. All bids must be written clearly in ink in both words and figures
6. **In the event that the total item bid does not equal the unit bid price written in words multiplied by the bid quantity, the extended total item bid price shall be corrected accordingly and accepted as the assumed total item price bid.**
7. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID

Item No.	Brief Description; Unit or Lump Sum Price (both words and numbers)	Quantity and Units	Item Price
1.	Mobilization; Per Lump Sum: _____ Dollars and _____ Cents (\$_____)	1 LS	\$_____
2.	Drainage and Sanitary Sewer Main Cleaning; Per Day: _____ Dollars and _____ Cents (\$_____)	5 DAY	\$_____
3.	Drainage and Sanitary Sewer Main Video Inspection; Per Day: _____ Dollars and _____ Cents (\$_____)	2 DAY	\$_____
4.	15 Inch UV CIPP Drainage Liner; Per Linear Foot: _____ Dollars and _____ Cents (\$_____)	428 LF	\$_____
5.	12 Inch UV CIPP Drainage Liner; Per Linear Foot: _____ Dollars and _____ Cents (\$_____)	358 LF	\$_____

6.	10 Inch Sanitary Sewer Liner; Per Linear Foot: _____ Dollars and _____ Cents (\$ _____)	374 LF	\$ _____
7.	8 Inch UV CIPP Sanitary Sewer Liner; Per Linear Foot: _____ Dollars and _____ Cents (\$ _____)	287 LF	\$ _____
8.	Compliance with Railroad Requirements ; _____ Dollars and _____ Cents (\$ _____)	Allowance	\$ <u>10,000.00</u>
TOTAL BASE BID			\$ _____

Base Bid - Total of Lump Sum and Unit Price Bid Amounts = Total Bid Price in Words

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

~~ARTICLE 4 - BASIS OF BID - COST PLUS FEE~~

4.01 ~~The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~

4.02 ~~Contractor's Fee~~

A. ~~Contractor's fee will be [number] percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~

1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~
- B. ~~Contractor's fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

Costs	Percent
Payroll costs (See Paragraph 13.01.B.1, General Conditions)	
Materials and Installed Equipment cost (GC 13.01.B.2)	
Amounts to be paid to Subcontractors (GC 13.01.B.3)	
Amount to be paid to special consultants (GC 13.01.B.4)	
Other costs (GC 13.01.B.5)	

1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed \$[insert cap amount], subject to increases or decreases for changes in the Work.~~
- C. ~~Contractor's fee will be the fixed sum of \$[number].~~

4.03 *Guaranteed Maximum Price*

- A. ~~The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed \$[Bidder fill in GMP].~~

~~Deleted~~

~~ARTICLE 5—PRICE PLUS TIME BID~~

5.01 *Price Plus Time Contract Award (Stipulated Price Contract)*

- A. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Total Bid Price		\$[number]
	2. Total number of calendar days to substantially complete the Work	[number] days	
	3. Liquidated Damages Rate (from Agreement)	\$[number]/day	
B	4. Adjustment Amount (2 x 3)		\$[number]
A+B	5. Amount for Comparison of Bids		\$[number]

- B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~
- C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

5.02 ~~Price-Plus-Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)~~

A. ~~The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

	Description		Amount
A	1. Guaranteed Maximum Price		\${number}
	2. Total number of calendar days to substantially complete the Work	{number} days	
	3. Liquidated Damages Rate (from Agreement)	\${number}/day	
B	4. Adjustment Amount (2 x 3)		\${number}
A+B	5. Amount for Comparison of Bids		\${number}

B. ~~The purpose of the process in the table above is only to calculate the lowest price plus time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~

C. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

~~Deleted~~

ARTICLE 6—TIME OF COMPLETION

6.01 ~~Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.~~

6.02 ~~Bidder agrees that the Work will be substantially complete on or before **[Bidder inserts date]**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[Bidder inserts date]**.~~

~~Deleted~~

6.03 ~~Bidder agrees that the Work will be substantially complete within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[Bidder inserts number]** calendar days after the date when the Contract Times commence to run.~~

~~Deleted~~

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—~~BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA~~

7.01 ~~*Bid Acceptance Period*~~

~~A. 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.~~

7.02 ~~*Instructions to Bidders*~~

~~A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.~~

7.03 ~~*Receipt of Addenda*~~

~~A. Bidder hereby acknowledges receipt of the following Addenda:~~

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including all American Iron and Steel requirements.**
- ~~4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.~~
- ~~5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.~~
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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 collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

SECTION 01 22 13

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the Contract, including General and Supplemental Conditions and General Requirements (if any), apply to the work specified in this Section.

1.2 RELATED WORK SPECIFIED ELSEWHERE

General Conditions
Supplemental Conditions

1.3 DESCRIPTION

- A. For unit price items, the Contractor shall be paid for the actual amount of work accepted and for the actual amount of materials in place during the period of construction. After the work is completed and before final payment is made therefore, the Engineer shall make final measurements to determine the quantities of the various items of work accepted as the basis for final payment.
- B. For lump sum items, the Contractor shall be paid on the basis of actual work accepted until the work item is completed. Upon completion of the item, 100 percent of the lump sum price may be paid, subject to the terms of the General Conditions or Supplemental Conditions.
- C. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.

1.4 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the contract items performed and accepted in accordance with the Contract Documents. Upon completion of construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid, the contract unit prices will still prevail, except as provided hereinafter.
- B. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work and until its final acceptance by the Engineer; and for all risks of every description connected with the prosecution of the work, except as provided herein; also for all expenses incurred in consequence of the suspension of the work as herein authorized.
- C. No extra payment shall be made to the Contractor for any delays caused by lack of progress, defective workmanship, or rescheduling of work by other contractors,

subcontractors, or equipment and material suppliers.

- D. No additional payment will be allowed because of differences between field dimensions and those shown on the Drawings.
- E. Additional costs caused by ill-timed or defective work, or work not conforming to Contract Documents including costs for additional services of Engineer, shall be paid for by the party causing the rejected or non-conforming work.
- F. Work done on written instructions of Engineer, other than defective or non-conforming work, shall be paid for by the Owner.
- G. The cost of shop drawing reviewed by the Engineer in excess of two submissions shall be deducted from the Contractor's monthly invoices, based upon a rate of \$100 per hour.

1.5 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of work not requiring Change Orders, as herein provided for, are ordered and performed, the Contractor shall accept payment in full at the contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving Change Orders will be paid for as stipulated in such Change Orders.

1.6 ELIMINATED ITEMS

- A. Should any unit price items contained in the proposal form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such unit price items from the Contract, and such action shall in no way invalidate the Agreement, and no allowance will be made for items so eliminated in making final payment to the Contractor.
- B. Should any equipment or material be eliminated under a lump sum item, a Change Order shall be issued as stipulated in the General Conditions.

1.7 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. All partial invoices and payments shall be subject to correction in the final quantity invoice and payment.
- B. No monthly payment shall be required to be made when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract Documents, or when in his judgment the total value of the Work performed since the last payment amounts to less than \$1,000.
- C. Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the General Conditions.

- D. No partial payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures of any kind which are not a permanent part of the Contract.

1.8 FINAL PAYMENT

BLANK

1.9 PAYMENT FOR MATERIAL DELIVERED

- A. When requested by the Contractor, and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into the Work, which have not been used and which have been delivered to the construction site and placed in storage places acceptable to the Owner. The Application for Payment shall be accompanied by such data, satisfactory to the Owner, that will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including insurance.

Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment. The Owner shall have the right to deduct from the next progress payment an amount equal to payment for said material and/or equipment if reasonable and adequate proof is not submitted.

- B. Materials and equipment, when so paid for by the Owner, shall become the property of the Owner and, in the event of default on the part of the Contractor, the Owner may use, or cause to be used, these materials and equipment in the construction of the Work. The Contractor shall be responsible for any damage to, or loss of, the materials and equipment. The amount thus paid by the Owner shall reduce the estimated amounts due the Contractor as the material is incorporated into the Work.

1.10 DESCRIPTION OF PAY ITEMS

- A. The following pay items describe the measurement of and payment for the work to be done under the respective items listed in the Bid.
- B. Each unit or lump sum price stated in the Bid shall constitute full compensation, as herein specified, for each item of the work completed.

1.11 PAY ITEMS

Item No. 1 Mobilization

- A. Measurement for payment for General Conditions and Mobilization shall consist of project management, preparatory, and miscellaneous work and operations including but not limited to the following:

1. Supervision and project management

2. Overnight accommodations
3. Submittals
4. Equipment delivery
5. Detour/construction/project signs
6. Furnishing of Bonds/Insurance (including railroad insurance and permitting)
7. Testing

B. Payments:

1. Payment shall be made at the contract lump sum price, which price shall be full compensation for all costs incurred in furnishing labor, tools, materials and equipment and incidental work item costs for the preparatory work and operations described in the above Measurement section for General Conditions and Mobilization.
2. For the purpose of computing payments, the adjusted contract price shall include all contract unit price and lump sum items except the contract lump sum price for this Item.
3. Payments shall be made as follows:
 - a. First payment of fifty percent (50%) of the contract lump sum price for Mobilization or 2.5 percent of the adjusted contract price, whichever is less, will be made not later than payment of the first application for payment following the completion of five percent (5%) of the total contract price.
 - b. Second payment of twenty five percent (25%) of the contract lump sum price for Mobilization or 1.2 percent of the adjusted contract price, whichever is less, will be made not later than payment of the first application for payment following the completion of fifty percent (50%) of the total contract price.
 - c. Upon substantial completion of all work on the project, payment of the remainder of the contract lump sum price for Mobilization will be paid.

Item No. 2 – Drainage and Sanitary Sewer Main Cleaning

- A. Measurement for payment shall be by the day as ordered and approved by the Engineer.
- B. Payment for drainage and sanitary sewer main cleaning shall be at the unit price per day as stated in the Bid. Payment shall be full compensation for setup, cleaning equipment and operation, coordination with the Town and the St. Lawrence & Atlantic Railroad, collection, transport, and disposal of all removed debris at a Town designated site (excluding disposal fees if any) within 10 miles of the site, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item No. 3 – Drainage and Sanitary Sewer Main Video Inspection

- A. Measurement for payment shall be by the day as ordered and approved by the Engineer.

- B.** Payment for video inspection shall be at the unit bid price per day as stated in the Bid. Payment shall be full compensation for setup, video equipment, logging and compilation of data, submission of recordings and final report with findings and evaluation in digital format, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item No. 4 – Fifteen Inch UV CIPP Drainage Liner

- A.** Measurement for payment shall be per the actual length in feet of liner furnished and installed. Measurement shall be made along the centerline of the pipe.
- B.** Payment for furnishing and installing liner of the size specified shall be made for the quantity installed at the unit bid price per linear foot as stated in the Bid. Payment shall be full compensation for setup, traffic control, coordination with the Town and the St. Lawrence & Atlantic Railroad, dewatering/bypass, liner, testing, cutting for services, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item No. 5 – Twelve Inch UV CIPP Drainage Liner

- A.** Measurement for payment shall be per the actual length in feet of liner furnished and installed. Measurement shall be made along the centerline of the pipe.
- B.** Payment for furnishing and installing liner of the size specified shall be made for the quantity installed at the unit bid price per linear foot as stated in the Bid. Payment shall be full compensation for setup, traffic control, coordination with the Town and the St. Lawrence & Atlantic Railroad, dewatering/bypass, liner, testing, cutting for services, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item No. 6 – Ten Inch UV CIPP Sanitary Sewer Liner

- A.** Measurement for payment shall be per the actual length in feet of liner furnished and installed. Measurement shall be made along the centerline of the pipe.
- B.** Payment for furnishing and installing liner of the size specified shall be made for the quantity installed at the unit bid price per linear foot as stated in the Bid. Payment shall be full compensation for setup, traffic control, coordination with the Town and the St. Lawrence & Atlantic Railroad, dewatering/bypass, liner, testing, cutting for services, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item No. 7 – Eight Inch UV CIPP Sanitary Sewer Liner

- A.** Measurement for payment shall be per the actual length in feet of liner furnished and installed. Measurement shall be made along the centerline of the pipe.

- B. Payment for furnishing and installing liner of the size specified shall be made for the quantity installed at the unit bid price per linear foot as stated in the Bid. Payment shall be full compensation for setup, traffic control, coordination with the Town and the St. Lawrence & Atlantic Railroad, dewatering/bypass, liner, testing, cutting for services, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item No. 8 – Compliance with Railroad Requirements

- a. Measurement shall be actual costs incurred by the Contractor for compliance with railroad requirements.
- b. Payment for compliance with railroad requirements for work within the railroad right of way shall be made for actual costs incurred plus a 5% Contractor fee. Payment shall be full compensation for the application fee for a Right of Entry (ROE) Agreement (if required), flaggers, and other requirements/costs for which payment is not provided under other items. The cost for railroad insurance, as outlined in the SLAR Railroad Protective Application will be paid for with all other insurances under Item 1. - Mobilization.

End of Section