

**TOWN OF LITTLETON
RIVERFRONT COMMONS
LITTLETON, NEW HAMPSHIRE
ADDENDUM #1**

DATE: June 11, 2026

TO: ALL PLAN HOLDERS AND OWNER

This ADDENDUM #1 shall become part of the Plans and Project Manual Bidding Document dated 4/16/2026 for the above referenced project. BIDDERS, please acknowledge receipt of this ADDENDUM #1 on the BID FORM (Page 1 of 5). This ADDENDUM #1 consists of 11 pages total in total.

1. ADD the attached Section 01 22 13, MEASUREMENT AND PAYMENT section to the Project Manual (9 pages).
2. The project includes demolition and removal of an existing barn structure. If asbestos, lead paint, or other hazardous materials are found and need to be removed, its demolition and disposal will be considered to be Extra Work. The Owner will be responsible for the determination of the presence of hazardous materials in the barn structure.
3. Erosion Control – Much of the project site is within 50 feet of wetlands and surface water. The plans depict erosion control that may be needed to comply with the AoT and Shorland permits. The Contractor is responsible for the preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will identify the final erosion control measures to be applied to the project. SWPPP monitoring and compliance will be the Contractor's responsibility.
4. Traffic Control – The project site is currently used on a regular basis by the public. The design intent is to allow the continued use of the site to as great a degree as possible, while not impeding the work of the Contractor. It is the Contractor's responsibility to provide a safe work environment, and he will ultimately be responsible for determining when and what area(s) of the site can remain open for public use during the course of construction.
5. BABAA – The Contractor shall abide by the Build America Buy America Act. Information regarding this requirement is provided in the Advertisement for Bids and also in Section D of the Project Manual.
6. Davis-Bacon Act requirements do not apply to this project.
7. Retainage – Retainage in the amount of 10% will be held until the project is 50% complete. At that point, no additional retainage will be held. Upon reaching Substantial Completion, retainage will be reduced to 2%. Upon reaching Final Completion, all retainage will be paid.

8. Granite Stone Steps – riser height of 7 inches for granite stone steps/stairs will be allowed.
9. Concrete Steps – riser height for cast in place concrete stairs shall be 6 inches per the plans.
10. Salvage and resetting of existing porous concrete pavers – select materials below the reset concrete pavers is to meet the plan detail or be equal to the select materials existing at present. If it is determined that salvage and reuse of the pavers is not feasible,
11. The cost for miscellaneous work for items such as resetting existing benches and art piece is to be included in Bid Item 16 – Miscellaneous Site Furnishings.
12. Code Blue Emergency Communications System – the actual Code Blue communication device will be provided by the Owner. The Contractor shall be responsible for coordinating with the Owner and facilitating the installation of this device providing conduit, wiring, and foundation as needed for completion of this emergency communication device.

End of Addendum



SECTION 01 22 13

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for the measurement and payment of Contract pay items.

1.2 SUBMITTALS

- A. Provide the following submittals in accordance with Section 01 33 23.
 - 1. Field notes of all measurements for payment purposes.

1.3 SCHEDULING

- A. Notify Engineer as far in advance as possible of pay item measurements a minimum of three days prior to submission of the application for payment.

1.4 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, 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.

1.5 MEASUREMENT REQUIREMENTS

- A. Where payments are to be made on a unit price or adjustment item unit price basis, notify Engineer so that they may observe existing conditions and the status of work-in-place and may witness measurements being made. Where Engineer has not witnessed required measurements and cannot verify or substantiate quantities, they may not recommend payment for same.

- B.** Maintain complete and legible field notes for all measured items. Notes shall contain spaces for Contractor's and Engineer's signatures plus additional space for comments. An original and copy shall be made for all notes with the copy being submitted to Engineer. The Engineer's signature shall not be construed as an acceptance of the Work or the measurements made but shall mean the Engineer was present when the measurements were made.
- C.** The Owner reserves the right to reject the Contractor's measurement of work-in-place and to have this Work measured by the Engineer or independent party acceptable to the Contractor at the Owner's expense.

1.6 LIMITS OF PAYMENT

- A.** Payments will be made for the quantities installed and accepted in accordance with the Contract. Upon completion of construction, if actual quantities are different than the quantities estimated in the Bid, the Contract unit prices will still prevail, except as follows. When alterations in the quantities of work not requiring Change Orders 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.
- B.** The Contractor shall accept as full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work and for performing all work; 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. No extra payment shall be made to the Contractor for any delays caused by defective workmanship or rescheduling of work by others.

1.7 WORK ELIMINATED FROM CONTRACT

- A.** Should any work be deleted from the Contract a Change Order shall be issued as stipulated in the General Conditions.

1.8 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. 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.
- B.** 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.

- C. 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.

1.9 FINAL PAYMENT

- A. The Contractor will prepare a final payment requisition for review by the Engineer for the work performed. Upon approval by the Engineer, the Owner will pay the entire sum found to be due less any retainage provided for in the General Conditions and any previous payments.

1.11 PAYMENT FOR MATERIALS DELIVERED

- A. Payment may be made for all or part of the value of materials stored on site. The application for payment shall be accompanied by a summary of materials stored on site that will establish the Owner's title to the materials and protect the Owner's interest therein, including insurance. The amount thus paid by the Owner shall reduce the estimated amounts due the Contractor as the material is incorporated into the Work. Materials stored on site, that have been 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 these materials in the construction of the Work. The Contractor shall be responsible for any damage to, or loss of, any materials.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Provide all labor, materials, facilities, measuring devices and all other equipment necessary to perform all measurements for payment purposes.

PART 3 – EXECUTION

3.1 GENERAL

- A. Perform all measuring required by this Section.
- B. No separate payments will be made for Work under this Contract except for the pay items stipulated in this Part 3. All costs in connection with the Work shall be included in one or more of the pay items as appropriate.
- C. The names of pay items in this Section, the Schedule of Values, or the Bid Form may be abbreviated or non-comprehensive and are for general identification purposes of the item only. The names shall not be construed to represent a complete description of all the Work

included under each pay item. Refer to the subsequent paragraphs of this Section for more complete descriptions of Work to be included under each Contract pay item.

3.2 LUMP SUM PRICE PAY ITEMS

- A. Measurement - no measurements will be made.
- B. Payment shall be on a lump sum basis, based on the percentage of work completed and accepted by the engineer for each lump sum pay item.

3.3 UNIT PRICE PAY ITEMS

- A. Measurement and payment shall be made by the unit.

3.4 DESCRIPTION OF PAY ITEMS

The following pay items describe the measurement of and payment for the work to be done under the items listed in the Bid.

Item 1 – GENERAL CONDITIONS, MOBILIZATION, AND DEMOBILIZATION

- A. Measurement: Mobilization shall consist of preparatory work and operations including but not limited to, the following items:
 - 1. Testing not paid for by the Owner
 - 2. Equipment delivery
 - 3. Office trailer and facilities
 - 4. Sanitary facilities
 - 5. Traffic control including traffic control plan
 - 6. Furnishing of bonds/insurance
 - 7. Dust control
 - 8. Temporary water/sewer/drainage service
 - 9. Interconnection to existing mains or service lines not specifically paid for under any other item
 - 10. Permits and permit conditions
 - 11. Raising/lowering castings as needed
 - 12. Removal and disposal of existing pavement
 - 13. Plugging existing pipes to be abandoned
 - 14. Tie-in to existing basins/pipes/structures
 - 15. Survey/layout re-establishment
 - 16. Dewatering
 - 17. Clean-up
 - 18. Construction signs/project signs
 - 19. Coordination with utilities, other contractors, and other project-related entities
 - 20. Utility crossings and relocations, unless otherwise provided for
 - 21. Minor items not included in other item descriptions.

22. Steel and/or wood sheeting as required, including that left in place
23. Installation and removal of temporary facilities
24. Project record drawings
25. Submittals

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 an equipment and incidental work item costs for the preparatory work and operations described in the above measurement section for this item.
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 the item General Conditions, Mobilization, and Demobilization.
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 2 – SITE DEMOLITION AND REMOVALS

- A.** Measurement shall be lump sum for demolition and removal work as shown on the plans.
- B.** Payment for furnishing and installing the demolition and removal work as specified shall be made proportional to the work completed at the lump sum price as stated in the Bid. Payment includes, but is not limited to: pavement, curbing, structures, utilities, fences, vegetation, slabs, foundations, drainage components, sidewalk, retaining walls, and miscellaneous debris. Work includes excavating and backfilling voids, disconnecting utilities, protecting adjacent improvements, and complying with all applicable regulations. Demolition and disposal of hazardous materials such as asbestos and lead painted wood is not include in this item, and would be considered Extra Work.

Item 3 – EROSION CONTROL, SWPPP, AND SWPPP MONITORING

- A.** Measurement shall be lump sum for erosion control, SWPPP preparation, and SWPPP monitoring shall be lump sum.
- B.** Payment for erosion control, SWPPP preparation, and SWPPP monitoring shall be made proportional to the work completed at the lump sum price in the Bid. The work includes installing and maintaining erosion controls measures adequate for control of erosion at the site. Payment shall be full compensation for all required erosion and sedimentation measures necessary and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item 4 – CLEARING, GRUBBING, AND STRIPPING

- A.** Measurement shall be lump sum for the clearing, grubbing and stripping as shown on the plans.
- B.** Payment for clearing, grubbing, and stripping shall be made proportional to work completed at the lump sum price as stated in the Bid. Payment shall be full compensation for tree clearing and trimming, stumping/grubbing, and stripping of surface materials as needed.

Item 5 – GRANITE CURB

- A.** Measurement shall be per lump sum for the granite curb as shown on the plans.
- B.** Payment for furnishing and installing granite curb as specified shall be made proportional to the quantity installed at the lump sum price as stated in the Bid. Payment shall be full compensation for excavation, fine grading, compaction, granite curb, concrete for curb setting, grout, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item 6 – CONCRETE SIDEWALK

- A.** Measurement shall be lump sum for the concrete sidewalk shown on the plans.
- B.** Payment for furnishing and installing sidewalk as specified shall be made proportional to the quantity installed at the lump sum price as stated in the Bid. Payment shall be full compensation for excavation, surface preparation, crushed stone material, placement, rough grading and fine grading, compaction, setting forms and reinforcing, concrete, ADA tip-downs with detectable warning panels, finishing, curing and protection, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items. Relocation of the existing concrete pavers as needed to align with the new concrete sidewalk is considered to be a part of this item.

Item 7 – ASPHALT PARKING/DRIVEWAY

- A.** Measurement shall be lump sum for the bituminous concrete paving work shown on the plans.
- B.** Payment for furnishing and installing pavement shall be made proportional to the quantity installed at the lump sum price as stated in the Bid. Payment shall be full compensation for surface preparation, select material, placement, rough grading and fine grading, compaction, furnishing and installing bituminous concrete pavement materials, existing pavement preparation including milling required as shown in pavement joining section detail, tack coat, compaction, pavement markings (striping), and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item 8 – STONE DUST PATHWAY

- A.** Measurement shall be lump sum for the stone dust pathway shown on the plans,
- B.** Payment for furnishing and installing the pathway as specified shall be made proportional to the quantity installed at the lump sum price as stated in the Bid. Payment shall be full compensation for excavation, surface preparation, crushed stone material, stone dust material, geotextile fabric, placement, rough grading and fine grading, compaction, metal edging, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item 9 – NATURAL SURFACE TRAILS

- A.** Measurement shall be lump sum for the natural surface trails as shown on the plans.
- B.** Payment for construction of natural surface trails shall be made proportional to the quantity completed at the lump sum price as stated in the Bid. Work includes initial layout and review of the trail network with the Owner prior to the start of the work, duff and debris removal, minor regrading of native soil material, and any incidental work required for a complete and usable trail network as depicted on the plans.

Item 10 – CONCRETE STAGE PAD

- A.** Measurement shall be lump sum for the concrete stage pad as shown on the plans.
- B.** Payment for furnishing and installing the concrete stage pad shall be made proportional to the work completed at the lump sum price as stated in the Bid. Work includes excavation as needed, crushed stone base, setting forms and reinforcing bars, concrete material, handling and disposal of concrete materials, finishing, curing, protection, and backfilling disturbed areas.

Item 11 – MODULAR BLOCK RETAINING WALL

- A.** Measurement shall be lump sum for the modular block retaining wall as shown on the

plans.

- B.** Payment for furnishing and installing the modular block retaining wall shall be made proportional to the work completed at the lump sum price as stated in the Bid. Work includes foundation preparation, leveling pad construction, placement of modular block units, installation of geogrid reinforcement (if required), drainage elements, backfilling, and incidental items necessary for a complete and stable wall. The Contractor will be responsible for completion and submittal of final sealed design and details for the wall.

Item 12 – STORMWATER INFRASTRUCTURE

- A.** Measurement shall be lump sum for the stormwater infrastructure as shown on the plans.
- B.** Payment for furnishing and installing the stormwater infrastructure shall be made proportional to the work completed at the lump sum price as stated in the Bid. The work includes complete installation of the stormwater infrastructure and bioretention system shown on the plans, including excavation, subgrade preparation, underdrain installation, filter media placement, mulch, vegetation, stone inlet/outlet aprons, pretreatment devices, associated drainage structures including all stormwater infrastructure discharging to and from the bioretention system, overflow structures, and incidental materials. This item shall include the HDPE pipe and drain manholes as depicted on the plans.

Item 13 – HYDRANT ASSEMBLY

- A.** Measurement shall be lump sum for the new hydrant as shown on the plans.
- B.** Payment for furnishing and installing new hydrant shall be made at the lump sum price as stated in the Bid. Payment shall be full compensation for removal and capping of existing hydrant assembly, excavation, sheeting and bracing, dewatering, materials included in specific item, hydrant extension if needed, bedding, jointing, select backfill, screening and disposal of trench excavation material, joint restraint, thrust blocks, warning tape, in-kind soil backfilling, compaction, restoring the trench surface to grade, in kind gravel backfill at surface, testing, chlorination, and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item 14 – SITE LIGHTING, PARKING/WALKWAYS

- A.** Measurement shall be lump sum for the new site lighting as shown on the plans.
- B.** Payment for furnishing and installing new site lighting shall be made proportional to the work completed at the lump sum price as stated in the Bid. Payment shall include, concrete base, light poles, fixtures, underground conduit, wiring, controls, grounding, and all associated appurtenances required for a complete and functional site lighting system.

Item 15 – ELECTRICAL SERVICE CONNECTION & APPURTENANCES

- A. Measurement shall be lump sum for the new electrical service and appurtenances as shown on the plans.
- B. Payment for furnishing and installing new electrical service to the site shall be made proportional to the work completed at the lump sum price as stated in the Bid. Payment includes furnishing and installing the complete electrical service connection for the project, including utility coordination, service conduit and conductors, meter equipment, disconnects, grounding, pull boxes, terminations, testing, and all associated appurtenances required for a fully functional service.

Item 16– MISCELLANEOUS SITE FURNISHINGS

- A. Measurement shall be lump sum for the miscellaneous site furnishings as shown on the plans.
- B. Payment for furnishing and installing the miscellaneous site furnishings shall be made proportional to the work completed at the lump sum price as stated in the Bid. Payment includes benches, trash/recycling receptacles, bike racks, bollards, picnic tables, kiosks, signage posts, boulders, concrete stairs, handrails and related footings, monolithic stone steps, river access stone steps, stone seat walls, and other manufactured site amenities. Work includes assembly, placement, anchoring, excavation for footings (if required), and restoration of disturbed surfaces and all else needed to complete the item.

Item 17 – LANDSCAPING AND PLANTING

- A. Measurement shall be lump sum for the landscaping and plantings as shown on the plans.
- B. Payment for furnishing and installing the landscaping and plantings shall be made proportional to the work completed at the lump sum price as stated in the Bid. Payment shall be full compensation for furnishing and installing shrubs, trees, perennials, grass, bioretention area plantings and all work incidental to the satisfactory completion of the item for which payment is not provided under other items.

Item 18 – MISCELLANEOUS FINE GRADING, LOAMING, FERTILIZING, SEEDING, AND MULCHING

- A. Measurement shall be lump sum for the miscellaneous work needed to complete the intent of the plans and stabilization of the site as shown on the plans.
- B. Payment for this miscellaneous site grading and stabilization work shall be made proportional to the work completed at the lump sum price as stated in the Bid. Payment shall be full compensation for completing the final site stabilization effort that is not provided under other items.

End of Section