

TOWN OF LUNENBURG



SPECIFICATION

PELHAM STREET RECONSTRUCTION

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Phase 1

LUNENBURG, NOVA SCOTIA

TOL2025013

Issued: August 1, 2025

Closing: August 22, 2025

Pelham Street Reconstruction – Phase 1
Pelham Street, Lunenburg N.S.

Town of Lunenburg
119 Cumberland St Lunenburg NS B0J 2C0

Eastpoint Engineering Ltd.
Suite 1500 - 1801 Hollis Street, Halifax NS B3J 3N4

1.1 Tender Submission

- .1 Submit 1 PDF Document via email to purchasing@townoflunenburg.ca.

TENDER

Pelham Street Reconstruction – Phase 1 TOL2025013

Closing up to 2:00pm local time August 22nd, 2025

Town of Lunenburg

Curtis Bell – Procurement Coordinator at the Town of Lunenburg

119 Cumberland St, Lunenburg Nova Scotia B0J 2C0

1.2 Safety Certification

- .1 Submit with tender a copy of tenderer's current and valid safety accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.
- .2 Out-of-province tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations member shall obtain and submit, with tender, a current and valid Letter of Good Standing from Construction Safety Nova Scotia.

1.3 Workers' Compensation

- .1 Submit with tender a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
- .2 Out-of-province tenderers shall submit, with tender, a current and valid clearance letter from a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the Contract.

1.4 Tender Opening

- .1 Tenders will be opened on Friday, August 22nd, 2025, after 2:00pm local time at 119 Cumberland St. Lunenburg, NS. There will not be a public opening for this RFP. As this is a proposal document for which a number of criteria will be evaluated, only the names of the Proponents who have submitted a proposal will be identified after the opening, upon request.

1.5 Accuracy of Referencing

- .1 Indexing and cross-referencing are for convenience only.

1.6 Conditions of Tendering

- .1 Take full cognizance of content of all Contract Documents in preparation of tender. Refer to Section 00 41 43 – Tender Form, Subsection 1.3.8 for a complete list of Contract Documents.

1.7 Tenderers to Investigate

- .1 Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

1.8 Clarification and Addenda

- .1 Notify Engineer not less than two (2) Working Days before tender closing of omissions, errors, or ambiguities found in Contract Documents. If Engineer considers that correction, explanation, or interpretation is necessary, a written addendum will be issued. All addenda will form part of Contract Documents.
- .2 Confirm in the tender form that all addenda have been received. Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.

1.9 Preparation of Tender

- .1 Legibly complete tender form provided with Project Documents. Tender all items and fill in all blanks. Have corrections initialed by person signing tender.

1.10 Taxes

- .1 Include all taxes in prices except Harmonized Sales Tax (HST).

1.11 Tender Security

- .1 Provide tender security in the minimum amount of ten percent (10%) of total price including HST. Provide security with tender in the form of a certified cheque or money order payable to the Owner, a bid bond on CCDC Form 220, or other Owner-approved form.

1.12 Contract Security

- .1 Refer to Section 00 72 45 – General Conditions, subsection GC11.2 – CONTRACT SECURITY for form of contract security. Refer to Project Documents for amount of contract security.

1.13 Insurance

- .1 Refer to Section 00 72 45, General Conditions, subsection GC11.1 - INSURANCE, and CCDC 41 for insurance requirements.

1.14 Form of Agreement

- .1 Form of Agreement is attached for information purposes only until execution of the Contract.

1.15 Return of Tender Security

- .1 Tender security will be returned to:
 - .1 All except the three lowest acceptable tenderers within five (5) Working Days of tender opening.
 - .2 Two (2) remaining unsuccessful tenderers within ten (10) Working Days of date of award.
 - .3 Successful tenderer following receipt by Owner of executed agreement, specified contract security, and insurance documents.

1.16 Amendment or Withdrawal of Tender

- .1 Tenders may be amended or withdrawn prior to tender closing.
- .2 Amendment of individual Unit Prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.
- .3 Head amendment or withdrawal as follows: "[Amendment/Withdrawal] of tender for Pelham Street Reconstruction – Phase 1 TOL2025013". Sign as required for tender and submit by fax at (902) 634-4416 or to the address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

1.17 Offer, Acceptance, Rejection

- .1 The Owner reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without incurring any liability to affected tenderers.

1.18 Freedom of Information and Protection of Privacy Act

- .1 The Town of Lunenburg is subject to the Municipal Government Act provisions relating to the freedom of information and protection of privacy provisions Freedom of Information and Protection of Privacy Act (FOIPOP) and associated Provincial legislation. Any proposal submitted to the Town may be required to be disclosed publicly if any request is to be made under FOIPOP.

END OF SECTION

1.1 SALUTATION:

- .1 To: Town of Lunenburg
119 Cumberland St
Lunenburg, NS B0J 2C0
- .2 For: TOL2025013
Pelham Street Reconstruction – Phase 1
Pelham Street, Lunenburg NS
- .3 From: [Name of Contractor]
[Address]

1.2 TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the tenderer was familiar with local conditions.
- .4 That Contract Documents and Addenda No. __ to __ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this tender.

1.3 TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 1.4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 1.4 hereunder excluding Harmonized Sales Tax (HST).
- .3 That this tender is valid for acceptance for ninety (90) days from tender closing.
- .4 That measurement and payment for items listed in Subsection 1.4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment.
- .5 To execute in triplicate the Form of Agreement and forward same together with the specified contract security and insurance documents to the Owner within ten (10) Working Days of written notice of award.
- .6 That failure to enter into a formal contract and provide specified insurance documents and contract security within time required will constitute grounds for forfeiture of tender security.
- .7 That if tender security is forfeited, Owner will retain difference in money between amount of tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to tenderer.
- .8 That Contract Documents include:

- .1 Standard Specification for Municipal Services listed in Table of Contents Page Dated January 2024.
- .2 Tender Form
- .3 Form of Agreement
- .4 Supplementary Specifications
Section 01 10 00 – General Requirements
- .5 Drawings
322005-C-001 / Notes and Details / Rev.0
322005-C-101 / Existing Conditions and Removals / Rev.0
322005-C-102 / Plan and Profile New Sanitary Sewer (Sta. 0+000 to Sta. 0+165) / Rev.0
322005-C-103 / Plan and Profile New Storm Sewer (Sta. 0+000 to Sta. 0+032) / Rev.0
322005-C-104 / New Site Grading Plan / Rev.0
- .6 All addenda as issued and as confirmed in subsection 1 of this section.

1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
SANITARY SEWER					
21.	Gravity Pipe .1 [200mm, PVC, DR35]	m	98		
23.	Manholes .1 [1050mm, Concrete]	ea	3		
24.	Services .1 [Unknown Size & Material]	LS	1		
25.	Connections to Existing Main .1 [200mm, Clay]	ea	2		
28.	Existing Combined Manhole Removal .1 [Unknown size, Brick]	ea	3		
29.	Existing Combined Sewer Removal .1 [200mm, Clay]	m	98		
SUBTOTAL SANITARY SEWER:				\$	

STORM SEWER

31.	Pipe .1 [200mm, PVC, DR35] .2 [300mm, PVC, DR35]	m m	4 3		
32.	Manholes .1 [1050mm, Concrete]	ea	1		
33.	Catch Basins .1 [1050mm, Concrete]	ea	4		
34.	Catch Basin Leads .1 [200mm, PVC, DR35]	m	65		
40.	Existing Catch Basin Removal .1 [Unknown size, Concrete]	ea	4		
SUBTOTAL STORM SEWER:				\$	

STREET CONSTRUCTION

41.	Gravels .1 150mm NSTIR Type 1	m ²	788		
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	.2	400mm NSTIR Type 2	m ²	<u>788</u>	_____	_____
43.1		Asphalt Concrete 40 mm Type C-HF	m ²	<u>788</u>	_____	_____
43.2		Asphalt Concrete 50 mm Type B-HF	m ²	<u>788</u>	_____	_____
44.		Curb.				
	.1	Rolled Curb & Gutter	m	<u>4</u>	_____	_____
53.		Geotextile	m ²	<u>788</u>	_____	_____
54.		New Valve Box Covers	LS	<u>1</u>	_____	_____
55.		Removals	LS	<u>1</u>	_____	_____
56.		Reinstatements	LS	<u>1</u>	_____	_____
57.		Line Painting	LS	<u>1</u>	_____	_____

SUBTOTAL STREET CONSTRUCTION: \$ _____

TESTING AND INSPECTION

1.		Geotechnical inspection, testing and certification services	LS	<u>1</u>	_____	_____
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SUBTOTAL TESTING AND INSPECTION: \$ _____

MISCELLANEOUS

2.		Mobilization/Demobilization	LS	<u>1</u>	_____	_____
3.		Traffic Control	LS	<u>1</u>	_____	_____
4.		Safety Management and other Incidentals	LS	<u>1</u>	_____	_____

SUBTOTAL MISCELLANEOUS: \$ _____

SUBTOTAL SANITARY SEWER CONSTRUCTION \$ _____

SUBTOTAL STORM SEWER CONSTRUCTION \$ _____

SUBTOTAL STREET CONSTRUCTION \$ _____

SUBTOTAL TESTING AND INSPECTION \$ _____

SUBTOTAL MISCELLANEOUS \$ _____

ESTIMATED CONTRACT PRICE (EXCLUDING HST) \$ _____ (A)

ADD HARMONIZED SALES TAX (15% of Estimated Contract Price) \$ _____ (B)

TOTAL PRICE (A + B) \$ _____

TENDERER'S HST REGISTRATION NO. _____

1.5 COMPLETION TIME

.1 Tenderer agrees to complete the Work by November 30th, 2025.

1.6 SIGNATURES*

DATED THIS _____ DAY OF _____, 20_____.

Name of Tenderer

Witness

Signature of Signing Officer

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer(s) or agent(s).

END OF SECTION

This Agreement made on the __ day of ____ in the year__.

BY AND BETWEEN

Town of Lunenburg

hereinafter called the "Owner"

and

[Contractor]

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

.1 The Contractor shall:

.1 Perform the Work required by the Contract Documents for

Pelham Street Reconstruction TOL2025013

located at Pelham Street, Lunenburg, Nova Scotia

for which the Agreement has been signed by the parties, and for which

Eastpoint Engineering Ltd.

(Insert above the name of the Engineer)

is acting as and is hereinafter called the "Engineer"

and

.2 do and fulfill everything indicated by this Agreement, and

.3 commence the on date agreed upon with the Town of Lunenburg in 2025 and attain Substantial Performance of the work as certified by the Engineer by the 30th day of November in the Year 2025.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

.1 This Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work, including the bidding documents that are not expressly listed in Article A3 of the Agreement.

ARTICLE A3 - CONTRACT DOCUMENTS

- .1 The following is an exact list of the Contract Documents referred to in Article A1.1 of this Agreement and as defined in subsection 6 of Section 00 71 00 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.
 - .1 STANDARD SPECIFICATION FOR MUNICIPAL SERVICES.
Table of Contents Dated January 2024.
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 Supplementary Specifications
Section 01 10 00 – General Requirements
 - .5 Drawings:
322005-C-001 / Notes and Details / Rev.0
322005-C-101 / Existing Conditions and Removals / Rev.0
322005-C-102 / Plan and Profile New Sanitary Sewer (Sta. 0+000 to Sta. 0+165) / Rev.0
322005-C-103 / Plan and Profile New Storm Sewer (Sta. 0+000 to Sta. 0+032) / Rev.0
322005-C-104 / New Site Grading Plan / Rev.0
 - .6 Addenda

ARTICLE A4 - CONTRACT PRICE

- .1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the tender form excluding the amount of Harmonized Sales Tax.
- .2 The estimated Contract Price is \$ _____
- .3 All amounts shall be in Canadian funds.
- .4 The amounts shall be subject to adjustment as provided in the Contract Documents.

ARTICLE A5 - PAYMENT

- .1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
- .2 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer, subject to a 10% holdback.
- .3 The amount of the monthly payments shall be calculated as follows:
 - .1 The quantity for each pay item on which actual work has been performed shall be measured.
 - .2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.
 - .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
 - .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from 3.2 and 3.3 of this Article.
 - .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under 3.4 of this Article.
 - .6 To the amount calculated above, the Harmonized Tax shall be added.
- .4 The last day of the payment period shall be the end of the month.

- .5 Upon Substantial Performance of the Work as certified by the Engineer the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC5.8 – PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.
- .6 Upon the issuance of the final certificate for payment as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC5.10 – FINAL PAYMENT.
- .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC11.1 - INSURANCE.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- .1 Delivery of a notice shall be by email (1 PDF) to purchasing@townoflunenburg.ca. NOTE: No facsimile, sealed envelope or courier mail.
- .2 A notice in writing sent by e-mail shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission thereof.

ARTICLE A7 - QUANTITIES AND MEASUREMENT

- .1 The quantities shown in Section 00 41 43 Tender Form - Schedule of Quantities and Unit Prices are estimated.
- .2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 22 00 - Measurement and Payment.

ARTICLE A8 - SUCCESSION

- .1 The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A9 - RIGHTS AND REMEDIES

- .1 No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A10 - TIME

- .1 Time shall be construed as being of the essence of the Contract.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

In the presence of:

OWNER

Name of Owner

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership.

END OF SECTION

These Supplementary General Conditions amend Section 00 72 45 – GENERAL CONDITIONS and Section 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS as presented in the January 2024 edition of the Standard Specification for Municipal Services.

SECTION 00 72 45 – GENERAL CONDITIONS

GC 1.1 CONTRACT DOCUMENTS

Add Clause 1.1.7.5 as follows:

“1.1.7.5 Notwithstanding the other clauses in Subsection 1.1.7, any permits or directives issued by Nova Scotia Environment, Nova Scotia Department Public Works or other applicable regulatory agencies for this project shall govern over all Contract Documents.”

GC 2.4 DEFECTIVE WORK

Add the following sentence to Clause 2.4.3 as follows:

“If the Engineer determination is not accepted by either party, then the matter shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.”

GC 3.5 CONSTRUCTION SCHEDULE

Delete Clause 3.5.1.1 and replace with the following:

“.1 prepare and submit to the Owner and Engineer prior to the commencement of the Work, a construction schedule that indicates the timing of the major events of the Work and provide sufficient detail of the critical events and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Time;”

Delete Clause 3.5.1.2 and replace with the following:

“.2 monitor the progress of the Work relative to the construction schedule and update the schedule on a weekly basis; and”

GC 3.7 LAYOUT OF THE WORK

Delete Clause 3.7.1 and replace with the following:

“3.7.1 Before the work of the Contract begins, the Engineer will, once only, provide the data for sufficient reference points to identify the Works on the ground. The Contractor shall have all reference points established on site by a licensed surveyor, at the place of the Work, at no additional cost to the Owner.”

GC 9.1 PROTECTION OF WORK AND PROPERTY

Add Clause 9.1.5 as follows:

“9.1.5 The Contractor shall indemnify and save harmless the Owner and the Engineer against damages for consequential loss and against any claim made against the owner or the Engineer by the Owner of any such main, line, conduit or other such structure or utility of any loss or damage in respect of third party claims of which may be suffered by any such Owner because of damage to any such main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.”

GC 12.3 WARRANTY

Add Clause 12.3.7 as follows:

“12.3.7 All work of repair or replacement carried out during the Warranty Period shall be maintained for a

period of one year from the date of the Engineer's acceptance of the works of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the Owner."

SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

1. GC5.4 BASIS OF PAYMENT FOR COST PLUS WORK

Page 16, delete clause 5.4.1 and replace with the following:

"5.4.1 Payment for cost plus work shall be based on the cost of such work, as provided in paragraph 5.4.2, plus a fee calculated as a percentage of the cost of such work, for the Contractor's overhead and profit. The percentage amount shall be 10% for work done by the Contractor's own forces and 5% for work done by Subcontractors but shall not be applied to the cost of Construction Equipment when such cost is based on rates which already include the Contractor's overhead and profit."

END OF SECTION

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

1. The Work of this Contract is to be constructed in accordance with the Standard Specification for Municipal Services (Table of Contents dated January 2024) as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.
2. These Supplementary Specifications modify the specification sections to which they refer.
3. The Supplementary Specifications take precedence over the Specifications to which they refer.

SECTION 01 10 00 – GENERAL REQUIREMENTS

PART 1 – GENERAL

1.2 Summary of Work

Delete clause .1 and replace with the following:

- .1 The Work includes provision of all labour, equipment, and materials to complete the reconstruction of **PHASE 1** of the Pelham Street Reconstruction project. The extents of Phase 1 are from King Street to 3.0m past the intersection with Prince Street, as indicated in the drawings. Generally, it is intended that the Work will include, but is not limited to, the supply and installation of the following items of work and approximate quantities described in the Schedule of Quantities:
 - Supply, installation, and maintenance of any environmental, sediment and erosion controls dictated by site conditions at the time of construction.
 - Removal of existing asphalt, base granular, and other fill material as noted or as required to install new base, subbase, and asphalt, and disposal off-site.
 - Removal of all surface hardware (valves) for replacement upgrades that is within the existing asphalt extents.
 - Removal of storm and combined storm/sanitary utilities within street as noted or as required to install new, separated collection systems.
 - Protection of all existing utilities, including notification and coordination with all relevant utilities.
 - Protection of existing curbs and sidewalks during construction. Existing driveways and walkways to be flush with new sidewalk surface as indicated in the drawings.
 - Protection of existing trees and landscaping.
 - Rough grading as indicated for new asphalt surface and associated base and subbase granular material installation.
 - Supply, placement, compaction, and testing of Type 1 and Type 2 gravels to thicknesses indicated in the drawings.
 - Supply, placement, compaction, and testing of Type B and Type C hot Mix Asphalt. Thicknesses to be placed are indicated in the drawings.
 - Reinstatement of existing line painting as indicated.
 - All areas affected by construction in this contract will be restored to original or better conditions existing prior to construction including but not limited to, driveways, walkways, curbs, asphalt pavement, asphalt line painting, lawns, gardens, etc.
 - Provision of dust control measures as required.
 - Record drawing mark-ups and topographic survey of installed Works.
 - Contractor to provide all geotechnical services, including compaction testing, concrete testing (slump, air, cylinders), and asphalt testing. Geotechnical work to be approved and certified by a Professional Engineer licensed to practice in Nova Scotia. Geotechnical Engineer or their representative must visit the Place of Work at least once a day while the Work is being performed.
 - All required traffic control measures to comply with Nova Scotia Temporary Workplace Traffic

Control Manual, pedestrian management, and site safety requirements. A traffic control plan needs to be submitted to and approved by the Town of Lunenburg prior to Work. Proposed street and sidewalk closures for the performance of the work shall be considered. Upon approval of the traffic plan, the Contractor shall be responsible for the coordination with adjoining property owners with existing access/driveways within the work zone. Stakeholder management shall be the responsibility of the Contractor. The Contractor shall provide consideration and allowance for accessibility requirements throughout the execution of the work.

1.3 Scheduling and Coordination

Delete clause .4 and replace with the following:

- .4 Contractor will carry out tests and necessary inspections and will take measurements required for record drawings.

1.4 Setting out the work

Delete clauses .1 and .2 and replace the following:

- .1 The Contractor shall set out the work complete with sufficient reference points to identify the site on the ground and Contractor shall maintain these, or re-establish them as required during the Contract period.
- .2 The current grading for stormwater conveyance must be maintained or improved – as indicated in the drawings – and all driveway and walkway crossings/connections, as well as street intersections shall be assessed by the Contractor prior to construction to determine how reinstatements will need to be made following the new sidewalk installation without creating low areas where ponding will occur.

1.5 Existing Site Conditions

Add the following clauses:

- .3 Do not remove nor disturb survey monuments, iron bars, and markers representing property boundaries and locations which may be encountered during the execution of the work, without written permission from the Engineer. Replace disturbed monuments unless written permission for removal has been obtained.
- .4 The Contractor shall indemnify and safe harmless the Owner and Engineer against damages for consequential loss and against any claim made against the Owner or the Engineer by the owner of any main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

1.7 Submittals

- .3 Mix Design

Add the following clause:

- .2 Hot mix asphalt to be in accordance with NSTIR Specifications Div 4, Section 4.

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

Delete item .21 and replace with the following:

- .21 Gravity Pipe

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe through manholes.

This item includes: pipe complete with all fittings, as well as bedding and backfill (material and compaction).

Delete item .23 and replace with the following:

.23 Manholes

Unit of Measurement: each (ea)

This item includes: manhole, frame, cover, grout, grade adjustment, as well as bedding and backfill (material and compaction).

Delete item .24 and replace with the following:

.24 Services

Unit of Measurement: lump sum (LS)

This item includes: saw cutting and removal of existing sanitary lateral connections to extents of street reconstruction, and connection to new sanitary main with new PVC pipe couplings, fittings, and tees as required.

Add the following:

.28 Existing Combined Manhole Removal

Unit of Measurement: each (ea)

This item includes: removal and disposal of all brick combined sewer manholes with sufficient excavation to install new sanitary manhole and associated bedding.

Add the following:

.28 Existing Combined Sewer Removal

Unit of Measurement: each (ea)

This item includes: removal and disposal of all clay combined sewer pipes with sufficient excavation to install new sanitary manhole and associated bedding.

Delete item .31 and replace with the following:

.31 Pipe

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe through manholes.

This item includes: pipe complete with all fittings, caps, as well as bedding and backfill (material and compaction).

Delete item .32 and replace with the following:

.32 Manholes

Unit of Measurement: each (ea)

This item includes: manhole, frame, cover, grout, grade adjustment, as well as bedding and backfill (material and compaction).

Delete item .33 and replace with the following:

.33 Catch Basins

Unit of Measurement: each (ea)

This item includes: catch basins, cover, grout, grade adjustment, as well as bedding and backfill (material and compaction).

Delete item .34 and replace with the following:

.34 Catch Basin Leads

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe from centre of catch basin to centre of main sewer, centre of manhole, or termination point indicated.

This item includes: pipe complete with all fittings, as well as bedding and backfill (material and compaction).

Add the following:

.40 Existing Catch Basin Removal

Unit of Measurement: each (ea)

This item includes: removal and disposal of all existing concrete catch basins and associated leads with sufficient excavation to install new catch basins and associated bedding.

Add the following:

.53 Geotextile

Unit of Measurement: square metre (m²)

Method of Measurement: area of installed geotextile.

This item includes: supply and installation of geotextile fabric.

Add the following:

.54 New Valve Box Covers

Unit of Measurement: lump sum (LS)

This item includes: removals of all existing valve covers within asphalt replacement extents and replacement with new to be installed flush with new asphalt grade.

Add the following:

.55 Removals

Unit of Measurement: lump sum (LS)

This item includes: removals of all items and/or materials as necessary to perform the work as indicated with the protection of sidewalks, curbs, utilities, etc., including; existing asphalt and base granular material.

Add the following:

.56 Reinstatements

Unit of Measurement: lump sum (LS)

This item includes: reinstatement of all affected items and/or areas following the installation of the new Work as indicated to the same or better condition than was present prior to construction, including; all driveways and walkways, utility poles, all lawns and boulevards, and any affected landscaping items such as trees, shrubs, or gardens.

Add the following:

.57 Line Painting

Unit of Measurement: lump sum (LS)

This item includes: the supply and application of paint in the colours, sizes, and configurations in accordance with MUTCD and as specified by the Engineer including layout and pre-marking.

END OF SECTION