CITY OF PORT COLBORNE
CONTRACT NO. 2009-16
SANITARY SEWER CLEANING
&
CCTV INSPECTION

MAYOR: Vance Badawey
DIRECTOR: Ron Hanson, C.E.T.
CITY CLERK: Janet Beckett
CLOSING DATE: Tuesday, September 29, 2009 at 2:00 p.m. Local Time
NOTICE

This contract utilizes the “Niagara Peninsula Standard Contract Document” which forms the specification documents excepting the “Standard Instruction to Bidders, Form of Tender, and Supplementary Special Provisions.” The “Standard Document” is available on the internet at the “Tenders” section of the Regional Municipality of Niagara website (www.regional.niagara.on.ca).

Contracts issued through tender calls and quotations will reference the “Standard Document” and the responsibility for obtaining or having access to the Document will rest with the Tenderer. Once acquired, the “Standard Document” can be utilized on all projects which clearly indicate reference and use of the “Niagara Peninsula Standard Contract Document”. The “Standard Document” is intended to be used as a reference specification and need not be acquired with each tender or quotation call.
Contract No.: 2009-16

Title: Sanitary Sewer Cleaning and CCTV Inspection

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# SPECIAL INSTRUCTIONS TO BIDDERS

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<td>SIB 3</td>
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SPECIAL INSTRUCTIONS TO BIDDERS

1. Named Parties

For the purposes of this contract the following parties are identified:

Owner: The Corporation of the City of Port Colborne

Engineer: The Corporation of the City of Port Colborne

Contract Administrator: The Corporation of the City of Port Colborne

Inspector: The Corporation of the City of Port Colborne

Contact for Enquiries: Stefanie De Cicco, CAD Operator II
Telephone No.: (905) 835-2901 ext: 225 Fax No. (905) 835-2939

2. Tender Procedure

The following policy regarding the submission of tenders and the tender opening procedures will be applicable for this project. Tenderers are requested to adhere strictly to the instructions concerning submission.

(a) All tenders must be sealed and submitted to:

Name: Janet Beckett
Title: City Clerk
Address: 66 Charlotte Street, Port Colborne, Ontario, L3K 3C8

By the following time:

Time: 2:00 p.m. local time
Date: Tuesday, September 29, 2009.

(b) Tenders received later than the time specified will not be accepted, regardless of the postal seal date. Tenders must be plainly marked to reveal the contents and the Tenderer’s name and address.
(c) Tenders shall be submitted in the two envelopes supplied, as follows:

i) The first envelope shall contain:

* "Agreement to Bond", duly signed and sealed (no copies or facsimiles will be accepted).

* Tender deposit in the form of a certified cheque, money order, or an irrevocable letter of credit and in the amount of $2,000.00.

ii) The second envelope shall contain:

* Form of Tender (including addenda if applicable).

Please note that the tender specifications shall not be included in the second envelope. In the event the first envelope does not contain the proper documents, the second envelope will not be opened.

(d) Tenders will be opened the same day that tenders close.

Time: 2:15 p.m.

Location: Operational Services Department, 2nd floor, City Hall, 66 Charlotte Street.

Firms submitting tenders will be permitted to attend the tender opening.

(e) The total tender price will be announced for each tender opened, (excluding G.S.T.).

3. Estimated Tender Price

The estimated tender price of the project is as follows (excluding G.S.T.).

Estimated Tender Price .......................................................... $50,000.00
4. **Tender Award**

The award of this tender is subject to the Owner obtaining approval from:

**The Council of the City of Port Colborne.**

Tentatively, construction may commence, but is not guaranteed, by: **October 19, 2009.**

5. **Maintenance Holdback**

The following maintenance holdback will apply to this contract:

**None.**

6. **Liquidated Damages**

The liquidated damages for this contract shall be **Three Hundred Dollars ($300)** for each and everyday’s delay as outlined in Special Provisions - General.

7. **Additional Insured**

The following parties are identified to be included as additional insured for this project:

**The Corporation of the City of Port Colborne.**

8. **Workplace Safety & Insurance Board Certificate of Clearance**

A generic and/or specific Certificate of Clearance shall be provided to the Department Director or designate and the Certificate shall be valid for sixty (60) days from the date of the commencement of the project.

All bidders shall furnish the Workplace Safety & Insurance Compensation Board account number in the Form of Tender where indicated. Prior to release of each and every progress draw if the payment falls out of the 60 day validity period, the successful bidder shall be required to provide a new Certificate of Clearance to the Corporation. The Certificate shall indicate that the bidder has complied with the requirements of the Workplace Safety & Insurance Compensation Board and is in good standing in the records of the Board.

9. **Acceptance or Rejection of Tenders**

The Owner reserves the right to reject any bids as the interests of the Owner require, without stating the reasons therefore, and the lowest or any Tender will not necessarily be accepted.
10. **Construction Schedule**

The Contractor shall submit to the Engineer his proposed construction schedule **prior to the preconstruction meeting**. The Contractor will not be permitted to commence work until the aforementioned schedule has been provided. The Contractor shall be required to update and resubmit the construction schedule monthly or as requested by the Engineer.
INSTRUCTIONS TO BIDDERS

(Refer to Niagara Peninsula Standard Contract Documents)
FORM OF TENDER
Contract No.: 2009-16

Title: Sanitary Sewer Cleaning and CCTV Inspection

FORM OF TENDER

We, the undersigned Contractor(s) have carefully examined the attached documents as herein listed and forming part of this tender.

DOCUMENTS INCLUDED IN CONTRACT

Special Provisions
Special Instructions to Bidders
Instructions to Bidders
General Conditions
Supplementary General Conditions
Standard Specifications (as noted)
Drawings (as noted)
Addenda (if applicable)

and have carefully examined the site and location of the work to be done under this contract. We, the undersigned Contractor(s), understand and accept the said drawings and tender documents, and, for the prices set forth in this Tender, hereby offer to furnish all machinery, labour, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the Tender, and to complete the work in strict accordance with the drawings and contract documents referred to above, for the total tender price of

Dollars.

($____________________) excluding G.S.T.

FT 1
We acknowledge that we have received Addendum/Addenda No.____ to No.____ inclusive, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

We agreed to commence work as specified to proceed continuously to the completion and to complete all the work within 60 working days.

We agree that this tender is to continue open to acceptance and irrevocable until the formal contract has been executed by the successful tenderer for the said work, and the bond or bonds as specified have been executed by the approved surety or sureties, and that the Owner may, at any time, within 45 (forty five) calendar days of closing date, accept this tender without notice, whether any tender has been previously accepted or not.

* to be filled in by Tenderer.

OFFERED ON BEHALF OF THE CONTRACTOR

________________________________________
Signature

________________________________________
Signature

________________________________________
Company Name

________________________________________
Address

________________________________________
Witness

________________________________________
Date

Insert Workplace Safety And Insurance Board Account No.

Contractor's Seal

Witness

FT 2
NOTE:

(a) If the Tenderer is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.

(b) If the Tenderer is not a Corporation or a Partnership, the Tenderer must sign in the presence of a witness who must also sign.

(c) If the Tenderer is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign
Contract No.: 2009-16

Title: Sanitary Sewer Cleaning and CCTV Inspection

**SCHEDULE OF TENDER UNIT PRICES**

**SECTION 1: GENERAL**

<table>
<thead>
<tr>
<th>Item</th>
<th>Spec. No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>SPC-A1</td>
<td>Bonding - All works</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$______</td>
</tr>
</tbody>
</table>

**TOTAL OF SECTION 1: TO SUMMARY** $___________________________
Contract No.: 2009-16

Title: Sanitary Sewer Cleaning and CCTV Inspection

SCHEDULE OF TENDER UNIT PRICES

SECTION 2: SANITARY SEWER CLEANING & CCTV INSPECTION

<table>
<thead>
<tr>
<th>Item</th>
<th>Spec. No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>SPS-1</td>
<td>High pressure hydraulic cleaning of sanitary sewer mains</td>
<td>21,000</td>
<td>m</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td>2.2</td>
<td>SPS-2</td>
<td>Internal inspection of sanitary sewer mains by CCTV camera including all video tapes and reports</td>
<td>21,000</td>
<td>m</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td>2.3</td>
<td>SPS-12</td>
<td>Lost time</td>
<td>10</td>
<td>hrs</td>
<td>$______</td>
<td>$______</td>
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</tbody>
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TOTAL SECTION 2: TO SUMMARY $__________________________
Contract No.: 2009-16

Title: Sanitary Sewer Cleaning and CCTV Inspection

**TENDER SUMMARY**

<table>
<thead>
<tr>
<th>SECTION 1:</th>
<th>GENERAL</th>
<th>$_____________________</th>
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<tbody>
<tr>
<td>SECTION 2:</td>
<td>SANITARY SEWER CLEANING &amp; CCTV INSPECTION</td>
<td>$_____________________</td>
</tr>
<tr>
<td>TOTAL</td>
<td>TENDER PRICE</td>
<td>$_____________________</td>
</tr>
</tbody>
</table>

**NOTE:** The above Total Tender Price shall exclude GST and shall be entered on pages FT 1 and FT 9 of the Form of Tender
Title: Sanitary Sewer Cleaning and CCTV Inspection

LIST OF SUB-CONTRACTORS

The bidders shall list hereunder the names of all sub-contractors intended to be used in the execution of this work subject to the approval of the Contract Administrator.

All work not performed directly by the Contractor's forces shall be included in this list. Unless this list is properly completed, the Tender may be disqualified. All changes to this list must be approved by the Contract Administrator.

<table>
<thead>
<tr>
<th>SUB-TRADE</th>
<th>NAME OF SUB-CONTRACTOR</th>
<th>ADDRESS OF SUB-CONTRACTOR</th>
</tr>
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</tbody>
</table>

FT7
Title: Sanitary Sewer Cleaning and CCTV Inspection

**TENDERER’S EXPERIENCE IN SIMILAR WORK**

<table>
<thead>
<tr>
<th>YEAR COMPLETED</th>
<th>DESCRIPTION OF WORK</th>
<th>FOR WHOM WORK PERFORMED</th>
<th>VALUE</th>
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</table>
Title: Sanitary Sewer Cleaning and CCTV Inspection

(a) **Federal Goods and Services Tax:**

The Contractor shall **NOT** include any amount in his tender price for the Goods and Services Tax (G.S.T.). Any amount to be levied with respect to the G.S.T. will be included as a separate item on the payment certificate. The appropriate G.S.T. levy will be paid to the Contractor in addition to the amount approved by the Contract Administrator for work performed under the contract and will, therefore, not affect the amount of the contract. The contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the legislation.

i) Total Tender Price.................................................................$________

ii) Estimated Cost of Goods and Services Tax...............................$________

iii) Total Contract Amount [(i) + (ii)] .............................................$________

iv) G.S.T. Registration Number:


<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contractor's Signature(s)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Contractor's Seal</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Witnesses: ______________

____________
AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for:

.................................................................................................................................................

.................................................................................................................................................

in a bond totalling One Hundred Per Cent (100%) of the contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance and maintenance of the works shown as described herein if the Tender for .................................................................

.................................................................................................................................................

is accepted by the Owner. We also agree to a bond as surety for the payment of the cost of all labour and materials for an amount equal to 100% of the contract amount used by the Contractor in due performance of his work.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for a Performance Bond and Labour and Materials Payment Bond, must be completed with the undersigned within fourteen (14) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

Dated this day of , 2009.

______________________________
Name of Bonding Company

______________________________
Signature of Authorized Person Signing for Company

______________________________
(Company Seal)

______________________________
Position
Contract No.: 2009-16

Title: Sanitary Sewer Cleaning and CCTV Inspection

Schedule of Drawings

1. Contract Drawings
   N/A

2. O.P.S.D. (Not Included in Contract Documents)

3. Municipal Standard Drawings (If Applicable)
   N/A
GEOTECHNICAL REPORT

Contract No.: 2009-16

Title: Sanitary Sewer Cleaning and CCTV Inspection

N/A
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _________________ day of __________ in the year two thousand and nine.

by and between

THE MUNICIPAL CORPORATION OF THE CITY OF PORT COLBORNE
66 CHARLOTTE STREET,
PORT COLBORNE, ONTARIO.
L3K 3C8

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform the Work required by the Contract Documents for Contract #2009-16, Sanitary Sewer Cleaning and CCTV Inspection, which have been signed by the parties, and which were prepared by the City of Port Colborne, acting as hereinafter called the Engineer.

(b) do and fulfil everything indicated by this Agreement, and

(c) commence the Work by the 19th day of October, 2009 and attain completion of the Work, as certified by the Contract Administrator, the City of Port Colborne.
ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

Special Instructions to Bidders
Instructions to Bidders
Form of Tender
- Form of Tender Declaration
- Schedule of Tender Unit Prices
- Agreement to Bond
- Statement A - List of Sub-Contractors
- Statement B - Tenderer’s Experience in Similar Work
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Special Provisions - Contract Items (Refer to Niagara Peninsula Standard Contract Documents)
Special Provisions - Supplementary Special Provisions (If Applicable)
Special Provisions - Labour Conditions and Fair Wage Schedule (If Applicable)
Standard Drawings - Comprising Ontario Provincial Standard drawings and Municipal Standard Drawings
Supplementary General Conditions of Contract
(Refer to Niagara Peninsula Standard Contract Documents)
OPS General Conditions of Contract (Refer to Niagara Peninsula Standard Contract Documents)
Geotechnical Report (if Applicable)
ARTICLE A-3 CONTRACT PRICE

(a) The quantities shown in the Schedule of Tender Unit Prices are estimated. The Contract Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Tender Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.

(b) The Estimated Tender Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.

(c) Schedule of Tender Unit Prices, as per pages FT-1 and FT-9, included as part of this contract,

(d) Based on the Schedule of Tender Unit Prices, refer to in article A-3 (c) the tender price is in Canadian Funds, Excluding G.S.T.
ARTICLE A-4 PAYMENT

(b) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Tender Unit Prices in Article A-3 (c) of this Agreement, and measured in accordance with the methods of measurement given in the specifications.

(b) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10%), the Owner shall:

(b) make monthly payments to the Contractor on account of the work performed as certified by the Contract Administrator, and

(2) upon completion of the Work as certified by the Contract Administrator pay to the Contractor the unpaid balance of holdback monies then due, and

(d) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of five percent (5%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 RIGHTS AND REMEDIES

(b) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

(b) No action or failure to act by the Owner, Contract Administrator 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 A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Contract Administrator shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by fax, to have been delivered within five (5) working days of the date of mailing, or dispatch when addressed as follows:

The Owner at: 66 Charlotte Street  
Port Colborne, Ontario.  
L3K 3C8

The Contractor at:

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.
ARTICLE A-9 SUCCESSION

The General Conditions of the Unit Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

CITY OF PORT COLBORNE

__________________________
signature
VANCE BADAWEY, Mayor

__________________________
name and title

__________________________
signature
JANET BECKETT, Clerk

__________________________
name and title

CONTRACTOR

__________________________
signature
name and title

__________________________
signature
name and title

__________________________
name and title

FA 6
SPECIAL PROVISIONS - GENERAL
(Refer to Niagara Peninsula Standard Contract Documents)

SPECIAL PROVISIONS - CONTRACT ITEMS
(Refer to Niagara Peninsula Standard Contract Documents)

SPECIAL PROVISIONS
SUPPLEMENTARY CONTRACT ITEMS
1. **General**

Cleaning of sewers shall be accomplished by hydraulic powered cleaning equipment. Mechanical equipment which could cause damage to protruding lateral connections or main pipes will not be allowed.

The term “clean” or “cleaning” as used in these specifications shall mean the removal of grease, dirt sludge and semi-solid material from the gravity sewer and their respective manholes by as many flushings as necessary to accomplish this.

Contractor may get his water supplies free of charge, by arrangement with the City Water and Sewer Foreman at the Bulk Water Stations on Elm Street or Elizabeth Street in Port Colborne. The contractor shall keep a permanent record of water withdrawn complete with volume, date and time of withdrawal.

Inspection of all sewers will be done by means of a Television Camera to determine the conditions of the pipe as regards to the following:

a) Inspect sewers to observe and record structural defects, service defects and to assess thoroughness of cleaning.

b) Reference each inspection to the supplied City of Port Colborne manhole numbering system.

c) Code the sewer condition in accordance with the requirements of the UK Water Industry, Engineering and Operations Committee, (WRc) “Manual of Sewer Condition Classification” Third Edition, August 1993 and “Addendum” dated February 1996 and include the findings in an inspection report.

d) Code all observations in accordance with WRc “Manual of Sewer Condition Classification”.

e) Pictures must be clear and in focus and must not be hazy due to steam or water vapour. Level in sewer must be controlled by jetting, by-passing, etc. so that any significant occurrence or defect can be seen in enough detail for identification, including the invert of the line.

f) All observation data must be recorded in the manner prescribed in “Special Provisions Appendix A - DATA FORMAT”.

2. **Equipment and Operators**

The Contractor shall provide all equipment and operators required to satisfactorily perform all the work under this Contract.
Work shall not commence in a work shift until the Contract Administrator is satisfied that all items of the survey equipment have been provided and are in full working order.

Equipment shall consist, but not be limited, of the following:

a. **For Cleaning Purposes**
   
i) Water Tank (minimum 800 gallons capacity) truck mounted on trailer  
ii) Adequate pump capacity  
iii) High pressure cleaning gun to produce flows from fine spray to long distance solid stream to achieve desired cleaning  
iv) Sewer- cleaning hose - minimum 150 meters long high pressure hose to safely withstand pumping pressure.

b. **For Television Inspection**
   
The Contractor shall provide a pan and tilt type camera, or approved equivalent, to ensure a better evaluation and inspection of the pipe walls, and of leaking joints and lateral connections. The camera shall have remote focus, auto iris, min. 2 lux sensitivity, and min. 300 lines of resolution and shall be self-propelled or skid mounted. Camera speed shall not exceed 0.1 m / second in a 200 mm diameter sewer.

System inspection will progress in order from drainage area 1 to 15, as designated in the tables located in the contract document. Any diversion from this order must have approval from the City Administrator.

All operators shall be well qualified and experienced and able to readily identify all defects and deficiencies in the sanitary sewer system.

3. **Facilities**

The Contractor must provide adequate facilities for the Administrator or his representative to view the television monitor together with the operator while the inspection is in progress.

4. **Photographs, CD/DVD Records**

Permanent colour thermal video prints of good quality shall be taken to show all encountered major defects in the system. The prints shall be catalogued and mounted in a suitable print file at the back of each final report. CD/DVD records of all the inspected sewers shall also be submitted with the final report and the required CCTV inspection database.

5. **Field Report**

The Contractor must maintain a daily log in duplicate, showing the location of defects and a detailed description of the defect. One copy of this log must be submitted to the
Engineer upon completion of one day’s work.

6. **Inspection**

All obstructions must be fully inspected and reported. The City Administrator or his agent must be informed immediately of any obstruction encountered while the inspection is still in progress. The Contractor may install plugs in the sewers to prevent the flow of sewage during inspection for a period of no longer than ten (10) minutes for any given time. Plugs shall only be installed when approved by the Administrator in locations where sewer flows hinder a proper television inspection. The Contractor will be entirely responsible for any flooding that may result from installing plugs in the sewer mains.

7. **Basement Flooding**

It is to be understood and agreed by both parties that the sewer cleaning shall be carried out in an appropriate manner and that any flooding which will occur in the basement of homes adjacent to the work area will be the responsibility of the Contractor who will rectify same immediately. Hydraulic pressure of flushing equipment shall be reduced to a minimum in all areas where basement flooding is liable to occur.

8. **Night Lines**

The Contractor shall allow in his unit rates the cost for installing all required night lines in the sewers to enable the camera traction cable to be drawn through the sewer.

9. **Signs and Barricades**

The Contractor at his own cost shall supply and erect all warning signs, barricades and flashers as may be required to adequately control and/or protect pedestrians and vehicular traffic.

10. **Traffic**

Interference to the normal flow of traffic shall be kept at a minimum. The equipment must be so arranged that two lanes of traffic are maintained at all times. Parking meter bags and “No Parking” signs will be placed by the City Works Department if so requested by the Contractor.

11. **Final Report**

The Contractor shall submit a final report within 10 days of completion of the field work and such report to include:

a) the detailed log of each sewer;

b) the location of every fault;

c) the estimated extent of the fault;

d) a recommendation on whether the fault requires immediate repair;

e) a recommendation as to what must be done to repair the fault;
f) all photographs and/or CD/DVD records.

g) electronic data contained on a CD computer data disk(s) in accordance with the attached “Special Provisions Appendix A DATA FORMAT”.

Video records shall display the sewer line ID number throughout the duration of the sewer line inspection. The Report must include a cover letter listing all the inspections included in the Report. The letter shall include sewer line ID numbers, street locations and length in meters of sewers inspected. Contract tendered rates shall include and cover the cost of the Final Report.

12. **Lost Time**

When repeated flushing does not produce the desired cleaning of sanitary sewers due to heavy accumulation of crushed stone or other similar materials, the Engineer at his discretion will consider and authorize payment to the Contractor for lost time.

Lost time will apply only to the above mentioned circumstances and will be paid at the hourly rate given by the Contractor in the Schedule of Unit Rates and for the actual recorded working hours needed to remove said obstructions and clean the sewer.

The hourly rate for Lost Time shall include and cover all reasonable costs and all other Contractor’s expenses and shall be final and conclusive, since no other extras will be paid by the City in this respect.

13. **Cleaning of Sewers**

Flushing and cleaning operations of sewers will be carried out and limited to that portion of the sanitary sewer pipe which spans between two adjacent manholes. Prior to flushing, the Contractor may install at the outlet of the receiving manhole such partial and temporary plugs as to ensure that all grease, dirt, sludge, semi-solid and other materials are deposited in this manhole for the eventual removal of same by the Contractor. The Contractor shall prevent such deposited materials from by-passing the manhole and finding its way to the next section of the sanitary sewer. Should this happen the Contractor at his own cost will effectively clean the affected section of sewer.

All water needed for the flushing of the sewers will be supplied by the City at no cost. Water supplies can be made available at one of the Bulk Water Stations by arrangement with the City Sewer and Water Foreman.

14. **Residual Materials**

All materials deposited in the manholes after the effective flushing of sewers shall be removed by the Contractor. It will be the responsibility of the Contractor to remove and dispose of the residual materials, at his expense, to an approved disposal site. The Regional Landfill Site on Elm Street is open from 8:00 am to 5:00 pm daily.
15. **Payment**

Payment for flushing and television inspection will be made on a linear metre basis payable at the unit rate bid. Sanitary sewer lengths cleaned and inspected will be measured between centers of manholes. Lost time, for repeated hydraulic cleaning of stubborn sewer sections, when authorized by the Administrator, will be paid as an extra at the tendered unit rate to be approved by the Administrator for each hour of additional flushing. All lost time will be recorded on the field by the City Inspector. A clearance from the Workplace Safety and Insurance Board will be required to be submitted by the Contractor prior to the final payment.
OPS GENERAL CONDITIONS OF CONTRACT
(Refer to Niagara Peninsula Standard Contract Documents)