



# Invitation to Tender

CITY OF KENORA

## INVITATION TO TENDER / ADVERTISEMENT

Sealed Tenders  
for:

**CCTV Pipe Inspection and Cleaning Services**  
(the "Project")  
Tender Number: 25-411/21-7110

Will be received  
by:

**City of Kenora**  
(the "City")

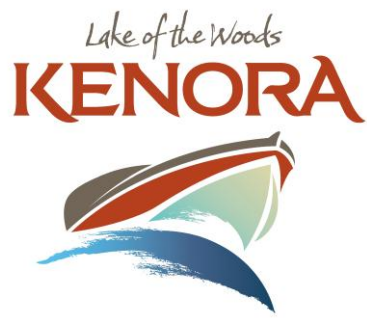
at:

**1 Main Street South  
Kenora, ON P9N 3X2  
Attention: City Clerk**

Time and date for Tender Closing is:

11:00:00 a.m. CST/CDT on October 23, 2025  
(the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to: CCTV Pipe Inspection and Cleaning (the "Work") as set out on the list of drawings and specifications described as follows: Appendix A – Scope of Work
2. The Successful Bidder shall achieve substantial performance of the Work for the Project by **December 23, 2025**
3. The drawings and specifications for the Project can be obtained from [ssstiller@kenora.ca](mailto:ssstiller@kenora.ca).
4. All written inquiries regarding the technical aspects of the drawings and specifications for the Work shall be emailed to [ssstiller@kenora.ca](mailto:ssstiller@kenora.ca), however the bidder(s) acknowledge and agree that the CITY does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the CITY to provide any written response to a written inquiry. Telephone inquiries and email inquiries will not be replied to.
5. Submission of a tender by a Bidder gives the CITY the right to require the Bidder to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the CITY for a period of sixty (60) days following the end of the day of the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the CITY delivers a letter of intent to the Successful Bidder.



# **INSTRUCTIONS TO TENDERERS**

**CITY OF KENORA**

## INSTRUCTIONS TO TENDERERS

### 1 BACKGROUND

- 1.1 The City of Kenora (the "CITY") is seeking tenders for **CCTV Pipe Inspection and Cleaning Services** (the "Work") as more particularly set out in Appendix "A" attached to these Instructions to Tenderers
- 1.2 The CITY will receive sealed tenders until 11:00:00 a.m. CST/CDT on October 23, 2025 ("Tender Closing"). Faxed tenders will not be accepted and will be returned to the Tenderer.

### 2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the CITY in a sealed envelope clearly marked with the Tenderer's name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the CITY in accordance with the Invitation to Tender and the Instructions to Tenderers at:

**City of Kenora  
1 Main Street South  
Kenora, ON P9N 3X2  
Attention: Heather Pihulak, City Clerk**

- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, the CITY reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the CITY as to the compliance, or not, of the subject tender.

### 3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Sum"). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, the CITY shall be entitled to accept a Tender in such form as the CITY in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial nature, or whether the Tender is noncompliant in a trivial manner.
- 3.3 The CITY shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the

unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.

- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by Heather Pihulak of the CITY prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the CITY in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

#### **4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 4.1 All documents submitted to the CITY will be subject to the protection and disclosure provisions of Ontario's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the CITY's custody or control. It also prohibits the CITY from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the CITY cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

#### **5 TENDER DOCUMENTS**

- 5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers
- Tender Form
- Appendix A – Scope of Work
- Appendix B – Example Contract

(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

#### **6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS**

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the CITY at least 10 calendar days prior to the Tender Closing. Where necessary the CITY shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the CITY shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the CITY shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the CITY, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

## **7 ADDENDA**

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the CITY nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

## **8 TENDER**

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the CITY and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
  - 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
  - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
  - 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;

8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or

8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.

8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

## **9 TENDER DEPOSIT**

9.1 The Tenderer is required to submit with its Tender, a Consent of Surety and a Bid Bond in a form acceptable to the CITY, or in lieu of a Bid Bond, a Tenderer may submit, along with a Consent of Surety, a certified cheque or an irrevocable letter of credit in favour of the CITY equal to 5% of the Tender Sum as a guarantee that, if awarded the contract for the Work, the Tenderer will execute a contract

9.2 The Bid Bonds, certified cheques or irrevocable letters of credit of the unsuccessful Tenderers shall be returned as soon as possible after the Contract has been duly executed by the Successful Tenderer.

9.3 The CITY will not pay any interest on money furnished as security.

9.4 The Bid Bond and Consent of Surety shall be issued by a Surety Company licensed in the Province of Ontario and satisfactory to the CITY.

## **10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS – NOT USED**

10.1 N/A

10.2 N/A

10.3 N/A

10.4 N/A

10.5 N/A

10.6 N/A

10.7 N/A

10.8 N/A

10.9 N/A

## **11 INSURANCE**

- 11.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.
- 11.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 11.3 The Successful Tenderer shall provide all required insurance to the CITY no later than 10 working days after receipt of a Letter of Intent from the CITY provided in accordance with Article 16.

## **12 COMMENCEMENT AND COMPLETION OF WORK**

- 12.1 The Successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from the CITY and shall complete the Work by December 23, 2025.

## **13 SITE CONDITIONS**

- 13.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:
  - a) the nature of the Work;
  - b) the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
  - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
  - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
  - e) the magnitude of the work required to execute and complete the Work.
- 13.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The CITY is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The CITY and the CITY's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include

or refer to such Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.

- 13.3 The Tenderer's obligation to become familiar with the information described in Article 13.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the CITY nor the CITY's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the CITY, the CITY's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the CITY, the CITY's Consultants or their representatives.

#### **14 PRIME COST AND CONTINGENCY SUMS**

- 14.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

#### **15 PERMITS AND INSPECTIONS**

- 15.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

#### **16 SUCCESSFUL TENDERER**

- 16.1 Award of Contract by the CITY occurs once the Tenderer receives a Letter of Intent duly executed by **Stefan Stiller, P.Eng, Project Manager** of the CITY after Stefan Stiller has been duly and legally authorized by the CITY to send such Letter of Intent.
- 16.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Certificate of Insurance unless previously provided.
- 16.2.1 Upon the Successful Tenderer complying with the requirements of both Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the Successful Tenderer.
- 16.2.2 If the Successful Tenderer fails to comply with either or both of the requirements of Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be forfeited to the CITY as compensation for damages the CITY may suffer.
- 16.3 The forfeiture of a Successful Tenderer's certified cheque or Bid Bond or irrevocable letter of credit shall not be construed as a waiver of any rights or remedies which the CITY may have against such Tenderer for loss or damages incurred or suffered in excess of the amount of such certified cheque or Bid Bond or irrevocable letter of credit.

- 16.4 Within 10 working days of receipt of the Contract from the CITY, the Successful Tenderer shall duly execute the Contract and return the Contract to the CITY.
- 16.5 Within 10 working days of receipt of a Letter of Intent in accordance with Article 16.1, the Successful Tenderer shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.

## **17. TENDER EVALUATION CRITERIA**

- 17.1 Each Tender will be evaluated on the basis of the criteria listed below and the CITY will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the CITY has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 17.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the CITY to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

**1. Price** **100 points.**

**Total Points** **100 points**

## **18 WORKERS' COMPENSATION**

- 18.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Ontario. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.
- 18.2 The Tenderers who do not have an account with the Workers' Compensation Board- Ontario shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 18.3 If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that
- 18.3.1 the CITY is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and
  - 18.3.2 the Deeming Order states that all of the Tenderer's employees, directors, proprietors, partners or employees are deemed to be CITY employees for the purposes of the WCB Act while performing work for the CITY; and
  - 18.3.3 the effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for the CITY under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.

18.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.

18.5 The CITY will reject any Tender which fails to comply with the provisions set out in Article 18.

## **19 REGISTRATION**

19.1 Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Ontario and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the CITY to forthwith terminate the Contract without compensation.

## **20 TENDERS EXCEEDING BUDGET**

20.1 In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount the CITY has budgeted for the Work, the CITY may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the CITY, has submitted the most advantageous Tender.

20.2 Each Tenderer acknowledges and agrees that the CITY has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the CITY, that the CITY has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.

20.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the CITY may pursue under Article 20.1 and 20.2 herein.

20.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the CITY negotiates with the Tenderer who has submitted the Tender considered most advantageous to the CITY:

20.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

20.4.2 In particular, the CITY's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

20.4.3 The CITY will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will the CITY be obliged to disclose the amount budgeted for the Work.

## **21 CERTIFICATE OF RECOGNITION ("C.O.R.") SAFETY PROGRAM REQUIREMENT – NOT USED**

21.1 N/A

21.2 N/A

21.3 N/A

21.4 N/A

21.5 N/A

## **22 CANADIAN FREE TRADE AGREEMENT**

22.1 The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Tender.

## **23 ACCEPTANCE OR REJECTION OF TENDERS**

23.1 As it is the purpose of the CITY to obtain the Tender most suitable and most advantageous to the interests of the CITY, and notwithstanding anything else contained within the Tender Documents, the CITY reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- a) is incomplete, obscure, irregular or unrealistic;
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the Tender;
- e) fails to complete the information required in the Tender;
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the CITY's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the CITY's unfettered assessment of its best interest, which includes the CITY's unfettered assessment as to a Tenderer's past work performance for the CITY or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the CITY's desire to reduce the number of different contractors on the location of the Work at any given time. The CITY reserves the right to negotiate after Tender Closing time with the Tenderer that the CITY deems has provided the most advantageous Tender; in no event will the CITY be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the CITY shall incur no liability to any other Tenderers as a result of such negotiation or modification.

## **24 LAW AND FORUM OF TENDER**

24.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Ontario and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province

of Ontario and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

## **25 ACCEPTANCE PERIOD**

25.1 The Tender shall be irrevocable and open for acceptance by the CITY for the period of time contained in the Invitation to Tender, namely, sixty (60) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

## TENDER FORM

Tender Number: 25-411/21-7110

Tender Title: **CCTV Pipe Inspection and Cleaning Services**

We, \_\_\_\_\_  
(Company)

of \_\_\_\_\_  
(Business Address)

having examined the Tender Documents as issued by: the City of Kenora (the "City"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows

1. Mobilization & Demobilization (Lump Sum) \$ \_\_\_\_\_

2. Sanitary Sewer CCTV and Cleaning \$ \_\_\_\_\_

3. Storm Sewer CCTV and Cleaning \$ \_\_\_\_\_

4. \_\_\_\_\_  
(Tender Sum written in words)

5. \_\_\_\_\_  
(Tender Sum in figures)

5. Ontario Harmonized Sales Tax (HST = 13%) \$ \_\_\_\_\_

6. Tender Sum (summation of Items 4 & 6 above)

7. \_\_\_\_\_  
(Total including HST written in words)

8. \_\_\_\_\_  
(Total including HST in figures)

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents. The preceding quantities being approximate quantities, we agree to accept final payment on actual quantities measured during and on completion of the work at the unit prices given in the preceding.

**Unit Price Schedule:**

The Unit Price Schedule shall be completed in accordance with the Tender Documents; any errors will be corrected as identified in Article 3.0.

**Section 1. General**

| <b>Item No.</b>                    | <b>Description</b>              | <b>Unit</b> | <b>Qty</b> | <b>Unit Price</b> | <b>Total Price</b> |
|------------------------------------|---------------------------------|-------------|------------|-------------------|--------------------|
| 1                                  | Mobilization and Demobilization | LS          | 1          |                   |                    |
| <b>Section 1. General SUBTOTAL</b> |                                 |             |            |                   |                    |

**Section 2. Sanitary Sewer CCTV and Cleaning (No maximum Number of Passes)**

| <b>Item No.</b>                                             | <b>Description</b>             | <b>Unit</b> | <b>Qty</b> | <b>Unit Price</b> | <b>Total Price</b> |
|-------------------------------------------------------------|--------------------------------|-------------|------------|-------------------|--------------------|
| 1                                                           | 200mm dia - Various Pipe Types | m           | 2848       |                   |                    |
| 2                                                           | 250mm dia - Various Pipe Types | m           | 1745       |                   |                    |
| <b>Section 2. Sanitary Sewer CCTV and Cleaning SUBTOTAL</b> |                                |             |            |                   |                    |

**Section 3. Storm Sewer CCTV and Cleaning (No maximum Number of Passes)**

| <b>Item No.</b>                                          | <b>Description</b>              | <b>Unit</b> | <b>Qty</b> | <b>Unit Price</b> | <b>Total Price</b> |
|----------------------------------------------------------|---------------------------------|-------------|------------|-------------------|--------------------|
| 1                                                        | 95mm dia - Various Pipe Types   | m           | 69         |                   |                    |
| 2                                                        | 100mm dia - Various Pipe Types  | m           | 18         |                   |                    |
| 3                                                        | 150mm dia - Various Pipe Types  | m           | 74         |                   |                    |
| 4                                                        | 200mm dia - Various Pipe Types  | m           | 137        |                   |                    |
| 5                                                        | 250mm dia - Various Pipe Types  | m           | 152        |                   |                    |
| 6                                                        | 300mm dia - Various Pipe Types  | m           | 67         |                   |                    |
| 7                                                        | 380mm dia - Various Pipe Types  | m           | 12         |                   |                    |
| 8                                                        | 400mm dia - Various Pipe Types  | m           | 79         |                   |                    |
| 9                                                        | 450mm dia - Various Pipe Types  | m           | 347        |                   |                    |
| 10                                                       | 500mm dia - Various Pipe Types  | m           | 93         |                   |                    |
| 11                                                       | 600mm dia - Various Pipe Types  | m           | 67         |                   |                    |
| 12                                                       | 1250mm dia - Various Pipe Types | m           | 3          |                   |                    |
| <b>Section 3. Storm Sewer CCTV and Cleaning SUBTOTAL</b> |                                 |             |            |                   |                    |

**Optional Pricing**

|                                            |            |
|--------------------------------------------|------------|
| Root Removal/Cutting Crew                  | /hr. + HST |
| Protruding Lateral Removal Crew            | /hr. + HST |
| Reaming Crew                               | /hr. + HST |
| Cost to Temporarily Plug Lines as required |            |
| 95mm to 600mm                              | /hr. + HST |
| 1250mm                                     | /hr. + HST |

**Declarations:**

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) the Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to the City pursuant to the terms set forth in the Instructions to Tenderers;
- (d) we hereby acknowledge and confirm that the City has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (e) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

**(Apply SEAL above)**

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(Please Print or Type)

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**APPENDIX A: SPECIFICATIONS AND SCOPE OF WORK – SANITARY  
AND STORM SEWERS CLOSED CIRCUIT TELEVISION**

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## Scope of Work

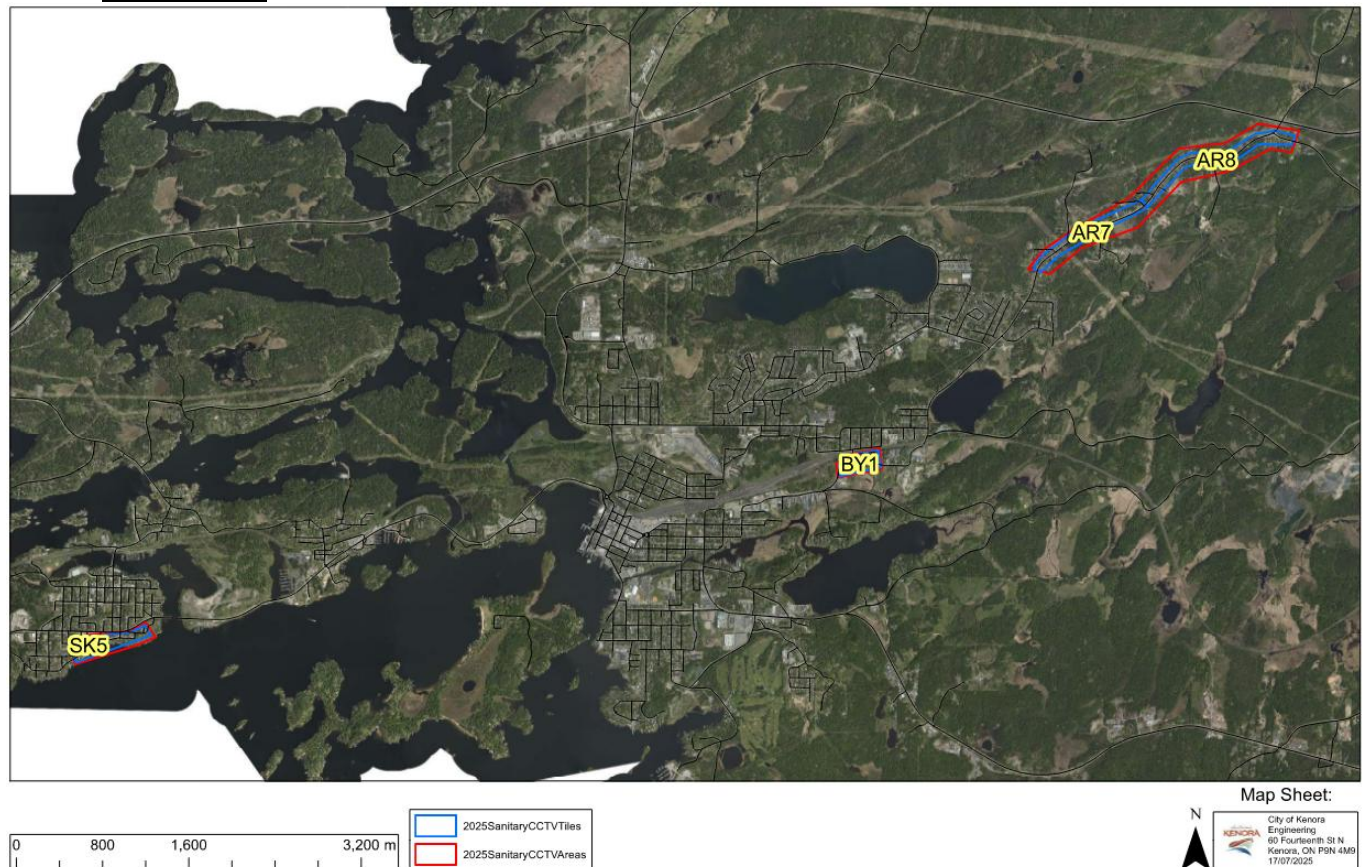
This City of Kenora is for looking for pipe CCTV and associated cleaning of various sections of sewers in the City of Kenora. The sewers may include sanitary sewers, storm sewers and combined sewers; for approximately 4593 m of Sanitary Sewer Main and approximately 1118 m of Storm Sewer Main including accompanying inspection reports.

The Work shall include performing the following operations: notification of public, traffic control, CCTV inspections, determining sewer diameter, linear length, pipe material type, high pressure hydro flushing and cleaning, recording of service connection locations, creation and delivery of video and reporting documents plus any other work required for and incidental to the foregoing. The work involved requires special equipment to be handled by persons experienced in all phases of the work.

## Locations of Work

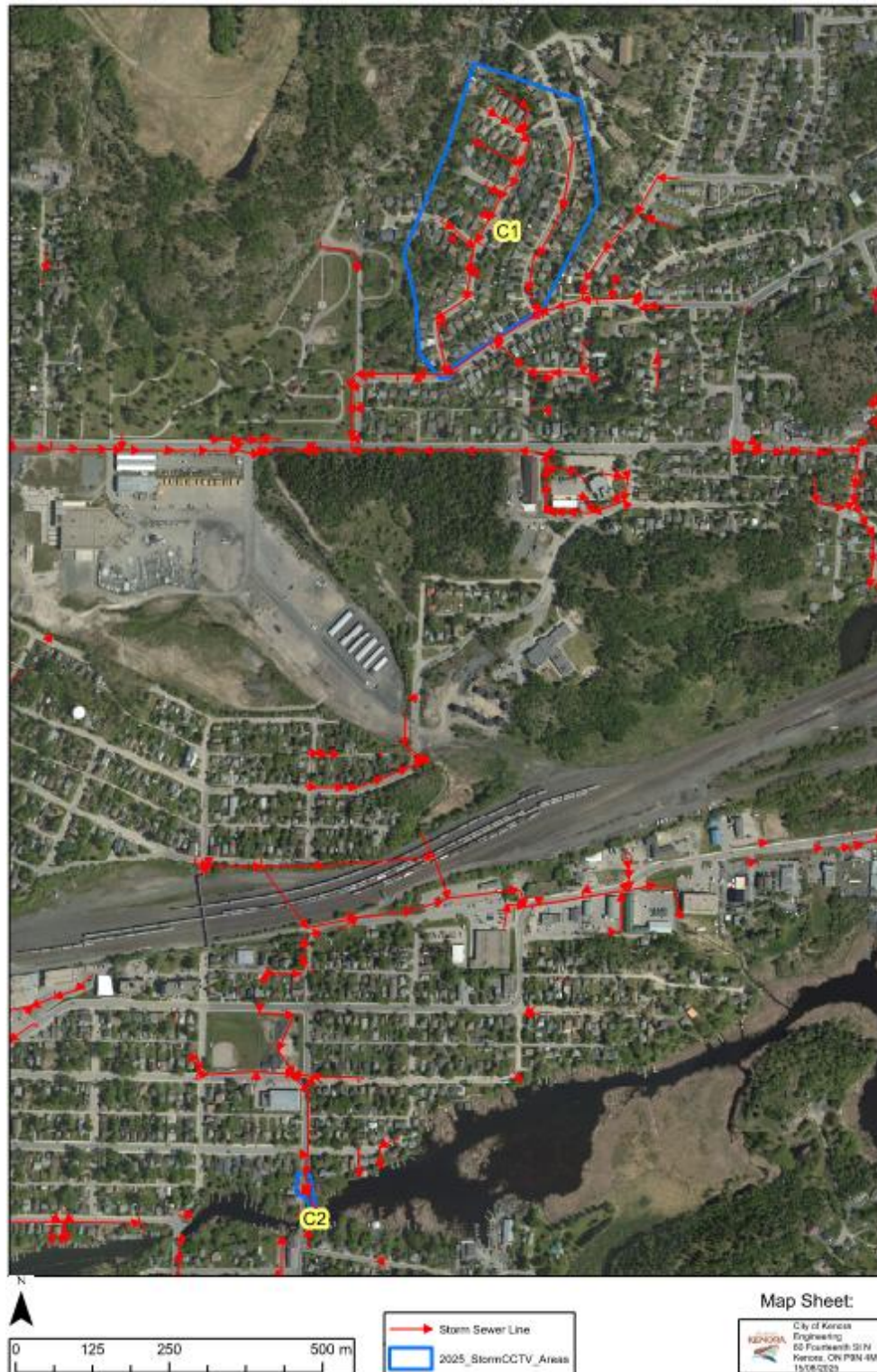
1. Various Areas (Sanitary Sewer) – estimated 4593 metres as per the red circled areas in Figure 01 below:

**FIGURE 01**



2. Various Areas (Storm Sewer) – estimated 1118 metres as per the blue circled areas in Figure 02 below.

**FIGURE 02**



# City of Kenora

## Sanitary and Storm Sewers Closed Circuit Television Cleaning and Inspection Specifications

March 2024

# **1 GENERAL**

## **1.1 Scope**

These specifications cover the requirements for inspecting new and existing sanitary sewers, storm sewers using closed- circuit television.

## **1.2 References**

These specifications refer to the following standards, specifications or publications:

**NASSCO** - National Association of Sewer Service Companies

**PACP** - Pipeline Assessment and Certification Program

**LACP** - Lateral Assessment and Certification Program

**MACP** - Manhole Assessment and Certification Program

**OPSS.MUNI 409** - Ontario Provincial Standard Specification Construction Specification for Closed-Circuit Television (CCTV) Inspection of Pipelines

### **Definitions**

**City** means the Corporation of the City of Kenora.

**CCTV Survey** means the televised inspection of sewers using closed circuit television.

**Contract Administrator;** means the individual or firm responsible for the planning and execution of the contract on behalf of the City of Kenora.

**Digital Data Storage Device** means non-volatile devices such as USB flash drives, SSD solid state drives.

**MH** means the Maintenance Hole or Manhole Drainage Structure means a catch basin, maintenance hole, or ditch inlet.

**Main** means the storm, sanitary, water mains, or other accessible conduit pipe culverts Sewer

Section means the length of main connecting two (2) maintenance holes MPEG means movie photographic experts' group.

**OPSS.MUNI 409** means the Ontario Provincial Standard Specification Construction Specification for Closed-Circuit Television (CCTV) Inspection of Pipelines

## **2. MANAGEMENT**

### **2.1 Kickoff Meeting**

The Contractor shall schedule and attend a kickoff meeting a minimum of two weeks prior to the beginning of the cleaning and inspection works.

### **2.2 Pre-Inspection Submission Requirements**

The Contractor shall submit to the City the following for review and approval prior one week prior to the kickoff meeting:

- Sample inspection report in .pdf format with the formatting required under **Section 6 - Submission Requirements.**
- Sample video file in MPEG format with the formatting required under **Section 6 - Submission Requirements.**
- A copy of the CCTV operator's NASSCO Certification Certificate. A copy of said certificate is required for each CCTV operator working on the Contract.
- Insurance certificate from the Contractors insurance provider naming the City as an additional named insured.
- Draft notice to residents to be used throughout the project.
- Draft weekly summary report to be used throughout the project.
- Work Schedule – the work schedule shall outline the sequence in which the Contractor proposed to conduct the operations and shall be approved by the City before work is started. The level of detail shall provide a clear, concise communication of the plan of work. The work schedule shall make reference to individual mobilizations to neighborhoods named within the Scope of Work.
- Executed City of Kenora Health and Safety Program documentation contained in Appendix D.

### **2.3 Health and Safety**

The Contractor is responsible and shall follow all Ontario Health and Safety Act regulations, guidelines and standards during the completion of the work.

#### **Traffic Control**

The Contractor shall erect all necessary signs, flashers, and warning devices, all properly positioned for the safe control of traffic and execution of the work. All devices shall be in accordance to the current Highway Traffic Act, the Ontario Ministry of Labour Regulations and the Ontario Traffic Manual Book 7 –Temporary Conditions (Field or Office Edition).

Interference to the normal flow of traffic shall be kept to a minimum. Where possible, equipment shall be located so that a single lane of traffic is maintained at all times. No road is to be closed by the Contractor. Contractors are permitted to work on City streets between the hours of 7:00a.m. to 7:00p.m.

Some work may be required at alternative times on streets with high traffic flow and where traffic reductions are not permitted. The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

The cost of all traffic control devices and Paid Duty Officer shall not be paid separately, but shall be included in the other price items in the contract.

## **2.4 Scheduling of the Work**

The Contract Administrator will schedule the sequence of work with priorities given to the inspection of proposed construction projects. The City reserves the right to make additions or deletions as necessary. No payment shall be made for movement from location to location or travel time to the City.

The Contractor shall give City staff advance notice of the locations and types of work to be done on a weekly basis including starting and finishing times. The Contract Administrator shall be notified immediately if no work is to be done. In the case of lost time due to inclement weather, excessive fogging within the sewers, breakdown, late arrival, etc., the Contractor will only be paid for actual completed inspections.

The sections of sewer to be cleaned and televised through this contract will be located primarily within the public right-of-way; however, there may be some sewer sections that are located within public easements or on private property without public easements. The successful bidder will be responsible to coordinate and gain access to any and all sewer sections and will be responsible for any restoration required resulting from the works at no additional cost to the City. The cost of the survey television inspection located within public easements shall not be paid separately, but shall be included in the other price items in the contract.

For lateral inspection the contractor is responsible for contacting the home or property owners and scheduling all appointments when necessary. The City will provide a listing and map of the sewer laterals to be video inspected to the successful contractor. The listing will contain the homeowner's address, name and telephone number where available, to assist the contractor in the scheduling of appointments.

The inspection can take place from the clean out located in the basement towards the main or from the main using a main launch camera towards the house. In either case the starting point and direction shall be clearly noted on the video inspection and report. Flush clean sewer mains prior to use main launch camera for lateral CCTV inspections from the main. Clean or ream any minor obstructions from the lateral in order to obtain a complete video inspection of the laterals. Video inspect and record conditions of the laterals. It is not unusual for laterals to have localized restrictions down to 2".

Changes, errors or mistakes made by the contractor or his agents, workers or employees, either through carelessness or otherwise, must be rectified by the contractor, at his own expense.

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. If any changes are made to the contract, written documentation containing the signatures of both parties must be produced.

## **2.6 Notice to Residents and Communications**

The Contractor must provide a hand delivered notice to residents to all buildings and/or properties within the limits of the inspection and cleaning contract. The notice must be delivered a minimum of two days prior to the cleaning and inspection works occurring.

The notice shall include the Contractor and City logos, Contractor contact information and instructions to residents for the closure of toilet lids or other provisions to limit disruption during potential backflow events.

The Contractor shall notify the Contract Administrator and City Communications at [communications@kenroa.ca](mailto:communications@kenroa.ca) a minimum of three business days prior to the mobilization to a work area or alternative neighborhood within the Contract. For certainty, if the Contractor is approaching the end of work in Keewatin and is moving to Downtown notification must occur 3 business days prior to the move of work areas.

### **3 SEWER CLEANING**

#### **3.1 Weather Conditions**

The Contractor shall review the Environment Canada weather forecast prior to commencement of cleaning and CCTV operations. Where the anticipated weather conditions are such that anticipated sewer/drain flows may affect the Contractor's cleaning operations, the commencement of work shall be delayed until favorable weather is forecast. This applies to all storm, sanitary and combined sewers.

#### **3.2 Intent**

The intent of sewer cleaning is to remove foreign materials from the sewer and restore the sewer to a minimum 98% of original capacity immediately prior to CCTV inspection.

It is recognized that there are conditions such as broken pipe and major blockages where cleaning cannot be accomplished or that additional damage could result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean these specific sections. The Contractor shall notify the City of such locations on a daily basis and keep a log of all locations not inspected with a short description of why.

If in the course of normal cleaning operations, damage does occur from unforeseen circumstances, the Contractor will not be held responsible, providing that reasonable care was used.

#### **3.3 Cleaning**

Designated sewer sections will be cleaned using a combination unit equipment that shall have a selection of two or more high- velocity jet nozzles, approved by the City. The nozzles shall be capable of producing a scouring action in all sizes of pipe. The combination unit shall include a water tank, debris tank, suction mechanism and hydraulically driven hose reel.

Cleaning equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes by the use of a vacuum system. The Contractor shall be required to make as many passes as necessary with a minimum of three (3) to restore the sewer to a minimum of 98% of the original capacity to ensure easy passage of the camera through the entire line.

### **3.4 Use of Hydrants and Water**

City will supply water through use of fire hydrant no cost to the Contractor. A hydrant with gate valve equipped will be provided and available for use at the City's Operation's Building located at 60 14th Street N.

During the kickoff meeting additional areas or locations may be requested by the Contractor for approval by the City.

The use of hydrant or filling station will require an air gap to be maintained while filling. The following two scenarios apply:

Option A) A backflow prevention device is required when the Contractors equipment does not contained a manufactured air gap mechanism within the vehicle to be used. Backflow prevention devices are to be supplied, installed, tested and certified by the Contractor. The Contractor must provide to the Contract Administrator with proof of testing and installation Certifications as required in the "Ministry of Environmental, Conservation and Parks Environmental Assessment and Permissions Division – Watermain Disinfection Procedure August 1, 2020. For clarity, the City must receive the tester's certifications indicating they are qualified to perform backflow testing and the testing documentation indicating the test was successful as required by the above noted Watermain Disinfection Procedures.

Option B) – backflow prevention is not required The Contractors equipment contains a manufactured air gap mechanism within the vehicle to be used.

### **3.5 Cleaning Precautions**

During cleaning operations, satisfactory precautions shall be taken so that the water pressure created does not damage or cause flooding of public or private property. When possible, the flow of sewage in the sewer shall be utilized to aid in the cleaning process. In older sections of the city, it may be necessary to reduce pressures to less than 1000 PSI to prevent water damage to homes. A maximum pressure of 1800 PSI will be used to prevent damage to the sewer lines. The Contractor is responsible for any flooding caused by the flushing operation and must respond immediately to any complaints received.

### **3.6 Site Investigation**

Before commencing any work at a site the Contractor shall investigate each site to determine the existing site conditions and identify any obstructions or any other problem that may affect the completion of the proposed works. No additional payment shall be made on account of difficulties to complete the works because the Contractor failed to investigate the site prior to commencement of the work.

### **3.7 Recovery of Equipment**

Every reasonable precaution shall be made to ensure equipment does not become stuck in the sewer. Should this occur, Where the retrieval of lodged equipment is required by open-cut

excavation, the Contractor shall provide for retrieval including any excavation, maintenance of flow, repair, backfill and restoration. The City will pay the Contractor for 50 percent of the total above noted cost only if such cost occurs has not resulted from negligence of the CCTV contractor or its subcontractors. All such work shall be performed by an approved sub-contractor and shall be completed according to City standards and specifications.

Recovery of equipment during reaming and protruding operations under section 2.8 Any extraction of reaming tools or other equipment, including extraction by excavation, is the responsibility of the Contractor.

If at any time, the nozzle and hose of cleaning equipment becomes stuck in a pipe section due to structural defects, Contractors may be required to cut the hose so it can be left in place until excavation is done and the equipment is retrieved. There will be no extra payment for this work.

### **3.8 Material Removal**

All sludge, dirt, sand, rocks, grease and other solid or semi-solid material shall be cleaned from the sewer. Resulting debris from the cleaning operations shall be removed utilizing suction vacuum equipment. Passing material from manhole section to manhole section shall not be permitted.

The Contractor shall also install a screen in the downstream manhole in order to catch any debris which might migrate downstream. Such material from the manhole shall be removed and properly disposed.

Where the sewer cleaning operations indicate the presence of deposits, roots, protrusions or other foreign materials in the sewer that are resistant to sewer cleaning operations, these shall be removed by sewer reaming cutting or grinding at rates as provided as extra work in the form of tender.

### **3.9 Disposal of Material**

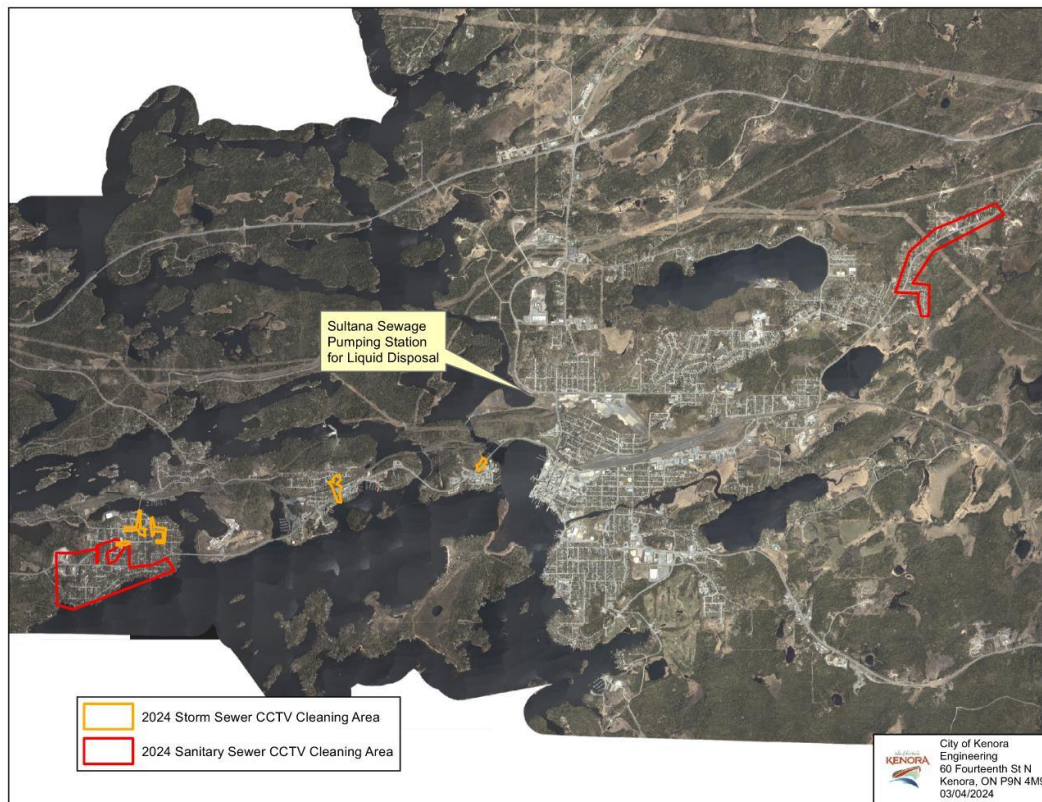
In accordance with all applicable regulatory standards, such as the Environmental Protection Act and subject to all terms and conditions related to Waste Management, and also in particular the O. Reg 406/19, the contractor will be responsible for the complete removal and disposal off site, of all materials flushed, scraped, or cut out of the sewer service pipeline or main line sewer.

Flushing and abandoning debris in main sewer or sewer lateral is not permitted. The Contractor shall submit its MECP license with the bid. The City will require the Contractor to submit either a (1) Waste Management System, Environmental Compliance Approval (ECA) or show proof of registering with an (2) Environmental Activity and Sector Registry (EASR) for solid non-hazardous waste prior to beginning Work.

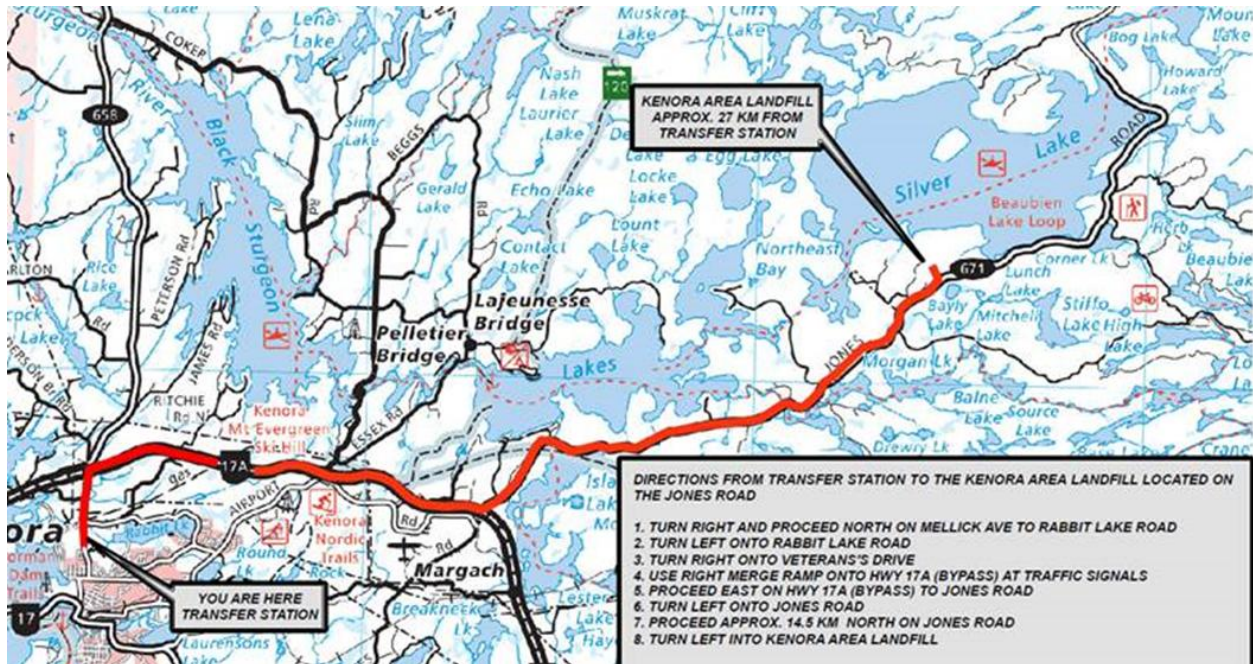
Operators are required to decant approximately 75% of liquid waste at the last manhole prior to disposal of the remaining solid sludge at the Kenora Area Landfill.

If there is liquid created by the operations that cannot be decanted back into the local sewer system where the work is being performed due to overwhelming the downstream sewer or due to

the threat of solids being returned into the sewer, the location for decanting liquid shall occur at the Sultana sewage pumping station located on the map included.



Disposal of solids shall be directed to the Kenora Area Landfill located as per the map included. The hours of operation for the landfill are normal City of Kenora business hours Monday to Friday. The Contractor will be required to scale in at the City Transfer Station prior to going to the landfill and scale back in at the City Transfer Station after dumping at the landfill. The Contractor shall provide the City Contract Administrator due notice prior to proceeding to the City Transfer Station. The Contractor to submit weigh ticket receipts to the Contract Administrator along with monthly progress payment requests.



### 3.10 Reaming and Protruding Services

The City requests CCTV Contractors to have the capability to remove obstructions. This may be achieved by flail reaming or by robotic cutting. This item will be paid on a per hour basis.

Deposits and protrusions can include calcite build up, roots and protruding service connections. An acceptable CCTV camera must monitor reaming operations. All protrusions, deposits, build-ups and other foreign material in the sewer section shall be removed such that the internal diameter of the sewer pipe is not reduced by more than 13 mm by any material remaining after reaming providing that such material is hard and firmly attached to the sewer wall.

Service connections that protrude into the sewer section must be cut or ground back prior to reaming of the sewer with any type of reaming device that may damage the service connection. Protruding service connections shall be cut back sufficiently to preclude damage from reaming operations and the extent of the protrusion left in place must not interfere with camera passage. Cut back protruding service connections shall be smooth and even with no jagged edges. If the service lateral piping or service connection is damaged or broken by the Contractor, then the Contractor shall repair the damage by using excavation if necessary. The Contractor shall submit for approval, the proposed method of repair and reinstatement for damaged drain piping or service connections.

### 3.11 Re-inspection

If in the opinion of the Contract Administrator, it is determined that re-inspection is required as a result of inadequate cleaning, the Contractor shall re-clean and re-inspect the sewer at no additional cost to the City.

### **3.12 Acceptance**

Acceptance of sewer line cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the Contract Administrator. If CCTV inspections show the cleaning to be unacceptable, the Contractor is required to re-clean and re-inspect the sewer until accepted by the Contract Administrator. Once approved, payment will be issued.

## **4 INSPECTIONS**

### **4.1 Weather Conditions**

The Contractor shall review the Environment Canada weather forecast prior to commencement of cleaning and CCTV operations. Where the anticipated weather conditions are such that anticipated sewer/drain flows may affect the Contractor's Inspection operations, the commencement of work shall be delayed until favourable weather is forecast. This applies to all storm, sanitary and combined sewers.

### **4.2 Sewer Main Inspection**

Prior to commencing an inspection, the Contractor shall de-water the sewer section to ensure that the full diameter of the pipe is visible. Flow in the pipes will be controlled to a maximum depth of 20% of the pipe diameter to permit viewing of the pipe walls. The Contractor shall maintain the flow, where required, of all sewers, drains, and house or inlet connections encountered during the progress of the work and if necessary provide by-pass pumping.

Where required, the method of removal of remaining water used to accomplish this clear viewing of the sewer will be by way of a hydro flusher head pushing/pulling the excess water ahead of the camera unit. The depth of standing water areas are to be determined prior to the removal of standing water via the hydro flushing operation ahead of the camera unit.

The maximum speed of the camera during the inspection shall be **5 meters/minute**. Where a structural defect identified as a fractured, broken, missing or collapsed pipe is encountered, the camera shall be stopped and rotated to permit inspection of the defect at an angle of 90 degrees. The camera shall be stopped to ensure accurate recording of all defects or drain connections.

The camera lens shall be kept clean at all times. No inspection of a sewer shall proceed while the camera lens is dirty (i.e. it impairs the operators' ability to accurately encode features).

The sewer section shall be kept clear of fog during the inspection. No inspection of a sewer shall proceed while fog is present in the pipe.

The chainage shall commence at the inside wall of the starting maintenance hole and shall be accurate to within 1.0 percent of the length of the sewer. The chainage indicator shall be adjusted to indicate the chainage of a point on the wall of a sewer as it passes the periphery of the picture. The inside wall of the maintenance hole at each end of the sewer section shall be clearly visible on the inspection videotape.

If during the inspection the Contractor becomes aware of a defect that requires immediate repair the Contractor shall notify the City and Contract immediately and provide the MPEG4 file via email or Digital Data Storage Device with the defect. An immediate need defect is considered a pipe collapse or major loss of pipe structure that is or has the potential to impact flow within the pipe.

Field measurements containing the diameter and type of the report for each pipe inspected are required.

#### **4.3 Maintenance Hole / Structure Inspection**

The Contractor shall perform a 360 degree view of all structures entered during the sewer main inspections. The 360 degree view shall be included in the associated sewer main inspection video deliverable after the title heading and prior to and immediately concluding the sewer main inspection.

The Contractor shall measure the depth of the structure in meters to two decimal places with a steel table from the rim to the lowest invert elevation. Where maintenance holes or structure contain sumps the sump depth is to be measured using a steel tape in meters to two decimal places. This information is to be contained in the report as per section 6.

#### **4.4 Sequence of Work**

The CCTV inspection of the sewer shall be carried out as follows:

The sewer shall be dewatered and cleaned to ensure that the full diameter of the sewer is visible during the inspection. **The sewers must be clean of all debris and sand prior to inspection.**

**Note the City of Kenora storm sewers are heavily sedimented.** Sewer inspection using CCTV equipment in accordance with Section 5 Inspection and Cleaning Equipment.

At the start of each survey use a video overlay system to clearly display the “on screen display for the start of each sewer section” on the monitor and video recording, as described in Appendix “A” for a minimum of 30 seconds.

The digital media storage device containing data files, videos and the summary reports shall be submitted to the Contract Administrator as stated in section 6 “Submission Requirements”.

#### **4.5 Site Investigation**

Before commencing any work at a site the Contractor shall investigate each site to determine the existing site conditions and identify any obstructions or any other problem that may affect the completion of the proposed works. No additional payment shall be made on account of difficulties to complete the works because the Contractor failed to investigate the site prior to commencement of the work.

#### **4.6 Reversal and Abandonment of Survey**

When the CCTV camera, during the course of sewer inspection (survey), is obstructed in its progression from maintenance hole to maintenance hole, then a reversal must be performed, where the survey is paused and resumed from the opposite maintenance hole. If such a survey abandonment occurs, the Contract Administrator MUST immediately be notified by the Contractor. Abandonment of the survey of the sewer length may be considered in any following circumstances:

- Inability to maintain picture quality due to condition of the sewer;
- Risk to the contractor's equipment;
- Inability to locate the maintenance hole;
- Inability to gain access to the maintenance holes once located;

When a reversal is performed two deliverables must be submitted for each direction to the requirements under section 6.0.

#### **4.7 Recovery of Equipment**

Every reasonable precaution shall be made to ensure equipment does not become stuck in the sewer. Should this occur, Where the retrieval of lodged equipment is required by open-cut excavation, the Contractor shall provide for retrieval including any excavation, maintenance of flow, repair, backfill and restoration. The City will pay the Contractor for 50 percent of the total above noted cost only if such cost occurs has not resulted from negligence of the CCTV contractor or its subcontractors. All such work shall be performed by an approved sub-contractor and shall be completed according to City standards and specifications.

#### **4.8 Contact Phone Number**

The Contractor shall provide the Contract Administrator a mobile telephone number for direct contact to the Contractor's flushing and CCTV trucks.

#### **4.9 Flow Control & By-Pass Pumping**

When interruptions of sewer section flows are necessary to effectively conduct inspections, the Contractor shall, subject to the approval of the City, control flows using plugging and blocking methods.

The City reserves the right, when necessary, to request bypassing and de-watering of a sewer to be inspected. The Contractor will be responsible for any damage to public or private property resulting from the bypass operation or lack thereof.

A sewer line plug shall be inserted into the line at a manhole upstream from the section to be inspected. The plug shall be designed so that all or any portion of the sewage flows can be released during the inspection. Flows shall be reduced in order to inspect the pipe invert. Sewage levels upstream of the plugged section shall be monitored at all times. After the work is completed, flows shall be restored to normal.

Payment for flow control via any means and by-pass pumping shall be incidental to the work. In exceptional circumstances when flow control will require additional effort the unit price bid sheet will allow for payment related to those circumstances.

#### **4.10 Disposal of Material**

See Section 3.9 for disposal of materials.

### **5 INSPECTION AND CLEANING EQUIPMENT**

#### **5.1 Cleaning Equipment**

Cleaning equipment shall have the ability to perform the work contained within Section 3 Sewer Cleaning and cleaning requirements within Section 4 Inspection.

#### **5.2 Inspection Vehicle**

The inspection vehicle shall contain a separate area for viewing, recording and controlling the CCTV operation. Proper seating accommodation shall be provided to enable two people, in addition to the operator, to clearly view the screen of the monitor screen, which displays the inspection work in the sewer as such work proceeds. All equipment utilized within the sewer shall be stored outside the viewing, recording and control area.

#### **5.3 Inspection Equipment**

The inspecting equipment shall be capable of inspecting a length of pipeline up to 300m when entry is only at one end of the pipeline.

Each inspection unit shall contain a means of transporting the CCTV camera in a stable condition through the pipeline.

The inspection equipment shall be self-propelled. Float or skid for mounting the video camera and towing it through sewers where the condition of the sewer prevents the use of a tractor. Obtain the Contract Administrator's approval before using a skid or float. Position the towing equipment in a manner that will not impede the view of the sewer from the camera and ensure the float or skid is stable enough to provide a smooth progress and steady video recording.

The mounting of the camera shall be adjustable such that the central axis of the camera lies at a point equidistant between the invert and overt of the pipe during the inspection of the sewer.

The inspection equipment shall be equipped with a self-contained, adjustable, directed light source compatible with the lense angle and dispersed to create even distribution of the light around the pipe perimeter without the loss of contracts, flare out of picture or shadowing.

A remote reading counter shall be used to measure distance travelled from the starting maintenance hole wall and measurements shall be recorded in metres to the nearest 100 mm.

## **5.4 Recording Resolution**

Provide a minimum resolution of 640 x 480 @29.97 frames per second for digital MPEG video playback.

Confirm recording resolution if requested by the Contract Administrator by recording a RETMA type resolution chart as follows:

- a) Set up camera and accessories for the recording to simulate an actual inspection, for example, video signal routed through the cable reel and video overlay system.
- b) Record camera being introduced and reaching its final position for the test.
- c) Resolution chart shall fill the monitor screen.
- d) Resolution chart shall be illuminated evenly and uniformly without reflection and illumination source shall accurately simulate the lighting used in the sewer inspections.
- e) Record test for a minimum of 30 seconds.
- f) Identify the camera on the recording.
- g) Perform the test at the start of digital recording.

## **5.5 Digital Video Recorder**

Digital video recorders shall be able to capture in colour from the live video source with MPEG-4 format. Minimum recorded video resolution shall be 640 x 480 @29.97 frames per second .

The compression technology (codec) used in creating the MPEG4 digital video recordings shall be fully compatible with all the mainstream video players listed below:

- Windows Media Player, Windows and Mac
- Apple QuickTime Player, Windows and Mac
- Video LAV VLC Player, Windows and Mac

Video files that do not play properly and completely on all the above players will not be accepted and will require re-doing the CCTV inspection or other corrective procedure. Ensure that the entire inspection of a particular sewer is contained on the same digital media storage device. Record reverse set-up inspections of a sewer immediately after the original inspection where possible.

# **6 SUBMISSION REQUIREMENTS**

## **6.1 Deliverables**

All deliverables shall be submitted to the City on a Digital Data Storage Device and shall be placed inside envelopes with labels displaying the following information:

- Owners Name
- Contract Number or Project Name
- Year of Contract

### **6.1.1 Sewer Database**

The Contractor shall provide a sewer data base file in accordance with Appendix B containing all inspections completed.

### **6.1.2 Video File**

A separate video file for each inspection completed including reversals shall be submitted.

The video file shall be MPEG-4.

The file naming convention shall be:

**pipeID\_startstructure\_finishstructure\_direction\_year, where direction is either ‘U’ for upstream or ‘D’ for downstream.**

### **6.1.3 Inspection Report**

Each CCTV inspection submitted shall be accompanied by an electronic format sewer inspection report in .pdf file format that is generated from the sewer.dat file.

The report shall be structured to contain a summary index table for all pipes with inspected the following information: Pipe ID, Inspection Start Structure ID, Inspection End Structure ID, Inspection direction (up or downstream), Road, date of inspection, inspected length, total length of pipe and overall condition rating. The summary index table shall be submitted in .pdf and excel table formats.

Maintenance hole/ Structure measurements indicated in Section 4.3 shall be included in the individual inspection reports.

### **6.1.4 Immediate and Severe Defect Report**

A summary of verified defects will be included to be used to prioritize isolated spot repairs. The defects will be summarized into the following two categories.

**Immediate:** An immediate need defect is considered a pipe collapse or major loss of pipe structure that is or has the potential to impact flow within the pipe.

**Severe;** breaks, minor loss of pipe, cracking, deformation that will require attention within a 6 month period. That could be spot repaired using a 1.3 metre long inline patch or open cut.

## **6.2 Qualifications for Inspection and Coding**

Provide a minimum of one operator on the site at all times with each inspection unit who holds a valid certificate from NASSCO for PACP, MACP & LACP or an equivalent industry recognized alternate training program acceptable to the Contract Administrator. Ensure that each operator is

fully trained in all aspects of sewer inspection and capable of making accurate observations and recording all conditions that may be encountered in the sewers and the maintenance holes.

Perform inspection work only when PACP, MACP & LACP certified operators are on site. PACP certificates shall be available on site at all times.

Perform condition coding using operators who hold a valid certificate from the NASSCO PACP, MACP & LACP Qualification or an alternate training program acceptable to the Contract Administrator.

Submit a valid copy of the NASSCO PACP, MACP & LACP Operators Certificate for each operator to the Contract Administrator a 10 Working Days prior to the commencement of the inspection work. Operators shall have been certified or re-certified within five years prior to the start of the Contract.

### **6.3 Sewer Condition Coding**

The CCTV inspection shall include condition, feature and defect classification coding according to the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP, MACP & LACP). Flow type, start and finish depths to be identified in the inspection report.

### **6.4 Sewer Inspection Standards and Defect Coding**

CCTV inspection and defect coding shall be carried out by NASSCO PACP, MACP & LACP certified operators. New operators and operators with an expired PACP certification over three years must provide sufficient evidence of training by an approved entity such as an individual or association that has been approved by the Contract Administrator.

The Contract Administrator may at any time during this contract specify a form of training or certification to be undertaken by inspection operators based on the current standard or any other industry standard the City adopts in the future.

### **6.5 Coding Accuracy**

Coding accuracy will be a function of the number of defects or construction features not recorded or omitted and the correctness of the coding and classification recorded. Coding accuracy will satisfy the following requirements.

- Header accuracy – 95%
- Detail accuracy – 85%

Contractor to implement a formal coding accuracy verification system before starting the work. Verify coding accuracy on a random basis on a minimum of 5% of the inspection reports. Submit coding accuracy checks with the corresponding video recording.

Perform accuracy verification for each operator for each week working and submit the results to the Contract Administrator for review. Re-code inspections not satisfying the accuracy requirements and verify the accuracy of the inspection immediately preceding and following the

non-compliant inspection. Repeat the process until the proceeding and subsequent inspections meet the accuracy requirements.

## **6.6 Data Requirements for Pipe**

A summary of the data requirements is provided as follows:

Asset IDs to be used will be provided to the Contractor with award of the contract.

For missing Asset IDs a description of the missing ID shall be provided by the Contractor in the mapping deliverable after contract completion.

Video Resolution - Minimum recorded video resolution must be 640 x 480 @29.97 frames per second

Video Format of digital CCTV - MPEG4

Measurement to be Metric System for all measurements and settings. Timestamp Time and date to be 24 hr military format for all settings.

Database/Data Standard/Data Structure to be conforming to NASSCO data model.

## **6.7 Cable Calibration**

The cable calibration distance is the distance between the Manhole wall and the periphery of the camera's view. This distance is unique for specific pipe diameters and specific camera set-ups.

The camera is placed inside a pipe of a given diameter so that the back of the camera is zeroed at the MH wall.

For each crew (camera / crawler / float combination) and for each new sewer size and / or shape, the cable calibration distance must be measured. This may also be done above ground with sample pipe sizes laying around the shop.

The cable calibration distance is the intersection point between the camera's widest horizontal viewing angle and the pipe's side periphery (03 and 09 o'clock) when the camera is level and looking forward.

Where possible, the camera should be far enough back in the MH to start an inspection at the manhole wall. A perspective view or a panned view of the pipe connection at the manhole should be obtained. The CCTV inspection continues into the pipe until the back of the camera is in line with the manhole wall. The cable distance is then set to the cable calibration distance for the size of pipe being surveyed. Any observations recorded between the manhole wall and the cable calibration distance may be estimated or set to 0.0 metres.

All defects are to be circumferentially located based on the side periphery only.

Therefore, distances of defects must be observed and logged at the edge of the screen raster image most preferably, at the side periphery as observations measured from the obvert or invert may introduce errors, especially within non-circular pipe.

## 6.8 Suggested Defect Recording Format

Clock references must be given clockwise, i.e., from 10 o'clock to 2 o'clock = 1002. Thus, the upper half of a pipe is 0903 and the lower half 03009.

### Structural Condition – Pipe Sewers

- **Cracked;** Crack lines visible on the pipe wall, pieces all still in place.
- **Fractured;** Cracks visibly open on the pipe wall, pieces all still in place.
- **Broken;** Pipe cracked with pieces of pipe visible displaced, some pieces could be missing.

Cracked, fractured and broken can be further described as:

- **Longitudinal;** Defect runs approximately along axis of sewer.
- **Circumferential;** Defect runs approximately at right angles to axis of sewer.
- **Multiple;** Combinations of both longitudinal and circumferential defects.
- **Deformed;** Original cross-section of sewer altered, pipe probably extensively broken.
- **Collapsed;** Complete loss of structural integrity. Most of cross-sectional area lost.
- **Joint Displaced;** The spigot of a pipe is not concentric with the socket of the adjacent pipe.
- **Open Joint;** Adjacent pipes are longitudinally displaced at the joint.
- **Dropped Invert;** Invert section of pipe 'dropped' relative to sewer walls, with a pronounced gap between invert and wall.

### Structural Condition – Brick Sewers

- **Mortar Missing; Mortar between brickwork missing to a degree varying from surface loss to medium or total loss. Bricks are still in place.**
- **Cracked;** Crack lines visible in brickwork and/or mortar. Bricks still in place.
- **Fractured;** Cracks visibly open in brickwork and/or mortar. Bricks have moved apart from one another.

It is often difficult to distinguish between mortar missing, cracked and fractured. Where possible, take a photograph of medium or total mortar loss, or where brickwork cracks or fractures are suspected. Cracked and fractured can be further described as longitudinal, circumferential or multiple, as defined under pipe sewers.

- **Displaced Bricks:** Single bricks, or areas of bricks, have moved from their original position.
- **Missing Bricks:** Single bricks, or areas of bricks, are missing. (More than one ring may be affected).

- **Surface Damage**
  - spalling Surface splintered off.
  - wear Surface worn, e.g., by cleaning tools.
- **Deformed Sewer**
  - vertical Reduction in vertical dimension of sewer.
  - horizontal Reduction in horizontal dimension of sewer.
- **Collapsed:** Complete loss of structural integrity. Most of the cross-sectional area lost.
- **Dropped Invert:** Invert section of brickwork 'dropped' relative to sewer walls, with a pronounced gap between invert and wall.

#### **Service Condition – Pipe and Brick Sewers**

- **Roots:** The ingress of roots through defects in the sewer, connections or manholes. Described as fine, mass or tap roots depending on severity. (See photographs) 'Tap' means that individual roots are over 10 mm thick.
- **Infiltration:** The ingress of groundwater into the sewer through defects, joints or MH's. The four terms used in describing this are:
  - **Seeper:** The slow ingress of water. The usual indication of this type of infiltration is that the joint or crack 'glistens' in the lights of the CCTV camera.
  - **Dripper:** Water dripping in through a crack or faulty joint.
  - **Runner:** Water running in through a crack or faulty joint.
  - **Gusher:** Water entering pipe under pressure through crack or joint.
- **Encrustation:** Deposits left by the partial evaporation of infiltrating groundwater containing dissolved salts. Classified into light, medium or heavy by percentage diameter lost.
- **Scale:** Hard deposits, which cannot be, identified as encrustation, e.g., deposits resulting from corrosion of iron pipes, or hardened grout downstream of a ready mixed concrete plant.
- **Debris:** Grease, organic or silty materials deposited in a sewer, which cause flow turbulence and a reduction in hydraulic efficiency. Examples of this are road grit, fatty deposits and soil washed in by infiltrating groundwater.

- **Obstruction:** Solid material in a sewer, which impedes the inspection and/or causes a reduction in material in a sewer, which impedes the inspection and/or causes a reduction in hydraulic efficiency, e.g., bricks rods or displaced sealing rings.
- **Water Level:** The level of water at the observed point in the sewer.
- **Line:** A visible divergence in the sewer alignment, left, front, up, down.

### Construction Features – Pipe and Brick Sewers

- **Junction:** A purpose made, or preformed junction built in to the sewer during construction.
- **Connection:** A lateral pipe which has been added to the sewer. Includes all 'saddle' connections.
- **Major Branch:** (Applies only to sewers of diameter 900 mm and above.) Branch or similar feature of comparable size to the main sewer, e.g., drop shaft, air vent, and overflow.
- **Manhole:** Any access point. May be direct or side entrance shaft, or lamphole. May be 'buried', i.e., covered over at some time since construction.
- **Defective Junction:** The junction or the adjacent sewer have become damaged during or after construction, or the connection is incorrectly positioned or of poor workmanship.
- **Intruding Connection:** The connection intrudes into the water.
- **Continuous Defect**
  - **Pipe Sewers:** A defect, which extends or is repeated over two or more consecutive pipe lengths.
  - **Brick Sewers:** A defect, which extends beyond the first metre visible in the TV monitor  
Or photograph.

## 7 Title Screen Requirements

The sewer section video inspection shall include the Title Screen in the format indicated below, clearly displayed for a minimum of 30 seconds with the Title Screen displaying the text in black with a white background at the start of all video inspection recordings. Inspection of the sewer section shall not proceed while the information screen is being displayed:

| Line<br>Number | TITLE SCREEN                    |                           |
|----------------|---------------------------------|---------------------------|
| 1              | CITY OF KENORA                  | CONTRACT No. CCTV 2024-01 |
| 2              | SL – SLXX-YYYY STREET: MAIN ST. |                           |



## Appendix B: EXAMPLE CONTRACT

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## **FEE FOR SERVICE AGREEMENT**

**BETWEEN:**

**CITY OF KENORA**

**AND:**

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Schedule "C" - Special Terms and Conditions

## **FEE FOR SERVICE AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN:**

**CITY OF KENORA**

(hereinafter called the "City")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(hereinafter called the "Contractor")

**OF THE SECOND PART**

**WHEREAS** the Contractor has agreed to provide to the City the Services and the City has agreed to pay to the Contractor certain sums in consideration of the Services.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants herein contained, the City and the Contractor covenant and agree each with the other as follows:

### **ARTICLE 1 - DEFINITIONS**

#### **1.1 Definitions**

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "Agreement", "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (b) "Agreement Amount" means the amount set out in Schedule "C";
- (c) "Commencement Date" means the 27<sup>th</sup> day of October, 2025;
- (d) "Completion Date" means the 23<sup>rd</sup> day of December, 2025 or such later date as may be agreed upon in writing by the parties;
- (e) "Confidential Information" has the meaning ascribed to it in Section 5.1;
- (f) "Service Results" has the meaning ascribed to it in Section 5.4;

- (g) "Services" means those Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the City;
- (h) "Term" means the period of time commencing on the Commencement Date and ending on the Completion Date.

## 1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

## 1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

# **ARTICLE 2 - SERVICES**

## 2.1 **Services**

The Contractor shall provide the Services upon the terms and conditions contained herein.

## 2.2 **Commencement and Completion of Services**

The Contractor shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

## 2.3 **Performance of Work**

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement. All work done in performing the Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the City's directions and to the City's satisfaction;
- (c) comply with the requirements of this Agreement; and
- (d) be documented according to the City's requirements.

All work done in performance of the Services shall be subject to such review as the City considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by the City and shall require appropriate correction by the Contractor. No such review by the City shall relieve the Contractor from the performance of its obligations hereunder.

## 2.4 **Warranty of Contractor**

The Contractor represents and warrants to the City:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the City and provide the City with details of the nature of the law suit or circumstance; and
- (c) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

## 2.5 **Progress Reports**

If required by the City, the Contractor shall provide progress reports to the City and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the City.

## 2.6 **Compliance with Legislation**

- (a) In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the City policies, procedures and regulations as are made known to the Contractor by the City.
- (b) Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the *Labour Relations Act*, *Workers' Compensation Act*, *Employment Standards Act* and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the City at such times as the City may reasonably request.
- (c) In the event the Contractor, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

## 2.7 **Permits and Licenses**

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

### **ARTICLE 3 - PERSONNEL**

#### **3.1 No Substitution**

If specific personnel are designated by this Agreement to perform the Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the City. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the City.

#### **3.2 No Subcontractors**

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the City (which may be withheld in the City's sole discretion) and on terms and conditions satisfactory to the City in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

#### **3.3 Removal of Personnel**

The Contractor shall forthwith remove from the City's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the City including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the City or in the opinion of the Contractor, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services;
- (c) removes any property not belonging to the Contractor, its personnel or any agent or subcontractor, as the case may be, from the City's premises without the prior written consent of the City, or
- (d) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the City;

and, in the case of paragraphs (c) and (d), the Contractor shall take all reasonable steps to ensure that any property removed from the City is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the City.

#### **3.4 Compliance with Policies**

The Contractor shall ensure that its personnel and agents and subcontractors, when using the City's premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

### 3.5 **Safety**

The Contractor shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Contractor or its personnel, agents or subcontractors while on the City's premises. The City shall not be responsible for any personal property, tools or equipment that the Contractor or its personnel, agents or subcontractors may bring onto the City's premises.

## **ARTICLE 4 - PAYMENT**

### 4.1 **Payment**

The City shall pay the Contractor in accordance with the provisions of Schedule "B" (Terms of Payment), upon the diligent and timely performance of the Services to the satisfaction of the City. No payment by the City shall relieve the Contractor from the performance of its obligations hereunder.

### 4.2 **Excess Payments, Taxes**

The City shall not pay any amount exceeding the Agreement Amount or make any payment for any work done by the Contractor after the Completion Date unless prior written authorization has been obtained by the Contractor from the City. All customs duties, excise taxes (including HST), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel and living expenses of the Contractor are included within the Agreement Amount, unless expressly stated otherwise in Schedule "C". If the total cost for man-days spent in performing the Services is less than the Agreement Amount, the City shall not be required to pay to the Contractor any sum in excess of the total cost for man-days actually expended.

### 4.3 **No Payment for Costs, Expenses or Damages**

The City shall not be required to make any payment to the Contractor under this Agreement for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of the City, the Contractor is responsible.

### 4.4 **Performance upon Failure of Contractor**

Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under this Agreement the City may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the City in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The City may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the City to the Contractor, provided that such action shall not be deemed a waiver of any action that the City may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

#### 4.5 **Withholdings**

- (a) Notwithstanding any other provision of this Agreement, the City shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Contractor.
- (b) If the Contractor is a non-Canadian resident the City shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Contractor shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Contractor will be provided with evidence of withholdings as required, upon written request.
- (c) If the Contractor provides the City with an exemption certificate from Canada Revenue Agency, then the City shall not withhold any federal withholding tax in respect of the payment made to the Contractor in reliance on such certificate of exemption.
- (d) The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax. The City shall have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Contractor or any other person.
- (e) The Contractor shall pay all municipal, provincial, or federal sales, excise (including HST) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold the City, its officials, councilors, representatives, agents and employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against the City or such persons as a result of the failure or delay of the Contractor to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority.
- (f) The City is authorized to pay any demand by any level of government or government agency, including the Workers' Compensation Board, due to a failure by the Contractor, in which event the provisions of Section 4.4 of this Agreement shall apply.

#### 4.6 **Records**

The Contractor shall keep and maintain, at its principal place of business in Kenora, Ontario, or at such other location as may be agreed by the City, adequate and complete records from which any fees, costs, charges, reimbursable expenses or other amounts payable by the City to the Contractor may be readily and accurately determined and verified for each calendar month during the Term of this Agreement. The Contractor shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

Such records shall be open to inspection by the City, or its agents, during the Contractor's regular business hours. The Contractor shall be required to retain such records for a period of seven (7) years following expiration or termination of this Agreement.

#### 4.7 **Audit**

The City or its agents shall, from time to time during the Term of this Agreement, and for a period of two (2) years thereafter, during business hours and upon reasonable notice to the Contractor, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Contractor regarding the Services or business relationship between the City and the Contractor affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the City, or any commitments to the City, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the City to determine:

- (a) whether the Contractor has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the City, as applicable;
- (b) the status of the provision of the Services; and
- (c) whether the Contractor is complying with the terms of this Agreement.

The costs of any such inspection or audit shall be payable by the City.

#### 4.8 **Acceptance is Not Waiver**

The acceptance by the City, from time to time, of any statement of fees, costs, charges, reimbursable expenses or other amounts delivered by the Contractor or any payment of such amounts based thereon shall not be deemed to be a waiver by the City of any of the Contractor's obligations or the City's rights under this Agreement. However, if the City has not caused an audit or inspection of the Contractor's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the City and the contractor agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

### **ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS**

#### 5.1 **Confidential Information**

- (a) The Contractor agrees that:
  - (i) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the City;
  - (ii) all data, information and material of a confidential nature concerning the City's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;
  - (iii) the Service Results; and
  - (iv) any and all information or material provided to the Contractor by or on behalf of the City which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the City and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1.

- (b) No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
- (c) The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request, and shall thereafter cease all use of the Confidential Information.

## 5.2 No Obligation to Disclose

The City shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the City to be sensitive or confidential. All data, information or material which is provided to the Contractor by the City shall be and remain the sole property of the Municipality, and shall be returned to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request.

## 5.3 Injunctive Relief

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the City, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the City may have and not in derogation thereof, the City may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

## 5.4 Ownership of Service Results

- (a) The Contractor agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the City and shall be the absolute and exclusive property of the City, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto.

- (b) The Contractor hereby assigns, transfers and conveys to the City all of its right, title and interest in and to the Service Results and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the City for any or all of the Services Results, in form acceptable to the City.
- (c) Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the City), the Service Results and all copies thereof shall be delivered by the Contractor to the City without demand by the City without demand by the City, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the City to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Contractor other than in connection with the performance of the Services hereunder.
- (d) The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the City, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Service Results.

#### 5.5 **Protection of Rights**

The Contractor shall, at the request and expense of the City, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the City to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the City's interest in and to the Service Results or any part thereof, in Canada or any other country. The City shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The City shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

#### 5.6 **Records of Contractor**

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the City at all times, both during and after the Term of this Agreement.

#### 5.7 **Warranty of Original Work**

The Contractor warrants that all Service Results will be original development by the Contractor, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

#### 5.8 **No Challenge**

The Contractor shall not challenge or deny nor assist any third party in challenging or denying any of the City's rights in and to the Service Results.

## **ARTICLE 6 - TERMINATION**

### **6.1 Termination for Default**

The City may forthwith terminate this Agreement by providing written notice of termination to the Contractor, without prejudice to any other right or remedy the City may have, if the Contractor at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

### **6.2 Payment upon Termination**

The City shall, in the event of termination of this Agreement, other than pursuant to Section 6.1(a), pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, less any amounts which may be owing by the Contractor to the City as provided for hereunder. The City shall have no further liability of any nature whatsoever to the Contractor for any losses or damages suffered or sustained, either directly or indirectly, by the Contractor including, without limitation, loss of profit, as a result of the termination of this Agreement.

### **6.3 Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) the Contractor shall forthwith return to the City all Confidential Information in written form within its possession or control, together with all copies thereof or, at the City's written direction, destroy all such Confidential Information and provide the City with a certificate confirming such destruction; and
- (b) no further use may be made by the Contractor of the Service Results or any portion thereof, for any purpose whatsoever.

### **6.4 Survival of Obligations**

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

## **ARTICLE 7 - INDEMNITY AND INSURANCE**

### **7.1 Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

- (a) be liable to the City, its officials, councilors, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of

the foregoing, any direct losses, costs, damages and expenses of the City or such persons, including costs as between a solicitor and his own client full indemnity basis) which the City or such persons may pay or incur;

- (b) indemnify and hold harmless the City, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the City or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or
- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of the City to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the City shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

## 7.2 **Insurance**

The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Ontario, the following insurance:

- (a) comprehensive general liability insurance in respect to the Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence, with the City named as an additional insured with respect to the performance of the Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the City upon any cancellation or material change in coverage;
- (b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Services, to full replacement value;

- (c) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Services); and
- (d) any other insurance of such type and amount as may reasonably be required by the City.

### 7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the City. Certified copies of the policies shall be provided to the City by the Contractor upon request and evidence of renewal shall be provided to the City prior to the expiry dates of the policies.

### 7.4 **Deductibles and Duration**

The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the City).

## **ARTICLE 8 - GENERAL**

### 8.1 **Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Services  
Schedule "B" - Terms of Payment  
Schedule "C" - Special Terms and Conditions

### 8.2 **Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the City to the Contractor or by the Contractor to the City.

### 8.3 **Assignment**

The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be arbitrarily withheld. Upon any transfer or assignment by the City of this Agreement, the City shall be released from its obligations hereunder. The City may assign this Agreement in whole or in part to any person in the City's sole discretion without notice to the Contractor.

8.4 **Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the City of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the City.

8.5 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

8.6 **No Agency**

Nothing in this Agreement, nor in any acts of the City and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the City and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

8.7 **Whole Agreement**

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

8.8 **Partial Invalidity**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

8.9 **Time of Essence**

Time shall be of the essence of this Agreement.

8.10 **Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Ontario, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Ontario.

8.11 **Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Province of Ontario and the courts of Province of Ontario shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals by the hands of their proper officers.

**CITY OF KENORA**

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Andrew Poirier

\_\_\_\_\_  
Mayor

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Heather Pihulak

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**[NAME OF CONTRACTOR]**

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

## **SCHEDULE "A"**

### **SERVICES**

Pipe CCTV and associated cleaning of various sections of sewers in the City of Kenora as set out in Appendix "A" of the tender document. The sewers may include sanitary sewers, storm sewers and combined sewers; for approximately 4593 m of Sanitary Sewer Main and approximately 1118 m of Storm Sewer Main including accompanying inspection reports.

The Work shall include performing the following operations: notification of public, traffic control, CCTV inspections, determining sewer diameter, linear length, pipe material type, high pressure hydro flushing and cleaning, recording of service connection locations, creation and delivery of video and reporting documents plus any other work required for and incidental to the foregoing.

## **SCHEDULE "B"**

### **TERMS OF PAYMENT**

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Contractor amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month an invoice shall be submitted to the City by the Contractor in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:
  - (a) refer to the purchase order number,
  - (b) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;
  - (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the City (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and
  - (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

The Contractor may elect, at its option, to provide the City with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. Subject to the verification of each invoice by the City and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the City, the City shall pay the Contractor the amount of each invoice within thirty (30) days of receipt of same.

## SCHEDULE "C"

### SPECIAL CONDITIONS

#### A. REQUIRED INFORMATION

1. "Agreement Amount" means the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in Canadian funds, as set out in the TENDER FORM & UNIT PRICE SCHEDULE of the tender document
2. "Commencement Date" means the 27th day of October, 2025;
3. "Completion Date" means the 23rd day of December, 2025;
4. The City's address for notice is:

**CITY OF KENORA**

1 Main Street South  
Kenora, ON P9N 3X2

Telephone: 807-467-2000

Fax:

Attention: Stefan Stiller, P.Eng, Project Manager

5. The Contractor's address for notice is:

[INSERT ADDRESS AND "ATTENTION"]

6. The following personnel of the Contractor shall perform the Services hereunder:

NAME

TITLE

and shall not be replaced or substituted for except in accordance with the provisions of Section 3.1 of the Agreement.