Council Direction:

At the September 6, 2005 meeting of the Planning and Economic Development Committee, Committee requested that Public Works staff be directed to review information provided by resident, Mr. Renzo Bandiera in order to come to a resolution concerning issues he raised with Public Works’ Contract PW-03-24(S), a contract to construct a sanitary sewer on Lochside Drive in Stoney Creek, and concerns with the diversion of storm water from the Fifty Point Sub-division to Lochside Drive.

Information:

Mr. Renzo Bandiera made a presentation to Planning and Economic Development Committee on September 6, 2005. At that time he listed several issues he and his neighbours had concerning Contract PW-03-24(S), a full cost recovery Municipal Act sanitary sewer extension project constructed for residents in 2003/04. He also identified several storm drainage issues related to adjacent ongoing residential development. The latter set of issues has been dealt with by Planning and Economic Development staff and does not require further discussion here.

Staff has met with Mr. Bandiera, sometimes with other residents in attendance, on several occasions to discuss Contract PW-03-24(S) in an effort to resolve his concerns and ensure he, and others, understand City policy and procedures for executing public contracts. Notwithstanding staff’s attempts to come to an understanding, he remains unsatisfied in how the City executes public contracts and staff has concluded that it is unlikely that he will be satisfied unless significant financial concessions are made. Staff has been unwilling to provide these concessions as this project was approved for full
cost recovery under the Municipal Act and would mean shifting costs to the general tax payer.

The following represents the list of issues Mr. Bandiera has brought forward regarding Contract PW-03-24(S), each followed by staff’s response. Mr. Bandiera claims that:

i. Lochside residents should not be paying for a water-stop installed at his property line (a water-stop is a liner made of highly impermeable material such as concrete or clay installed around the private drain trench at the street line that prevents water from migrating underground along the trench from the street along the outside of the drain toward the house).

In staff’s opinion this contract extra is a legitimate project cost that was implemented to deal with unforeseen field conditions; however, in that Mr. Bandiera was harmed financially (failed sump pump and resulting power outage) prior to the remediation, the cost was excluded as recoverable.

ii. Extras for works within the intersection at McCollum Road should not be paid by the residents because the extra work required dealing with clear stone backfill and excess water in the trench under the road was caused by Planning & Economic Development’s inappropriate application of engineering standards.

Staff maintains that the City followed standard practices for sewer design and construction and that the use of clear stone on Lochside at the McCollum intersection as part of the new residential development to the south was appropriate because of specific site conditions, namely, the congestion around the manholes did not allow for adequate compaction of other material. In accordance with City policy, the extra claimed by the contractor is legitimate because, should conditions arise that are outside the scope of the original tendered documents, then the contractor is still paid for works required to complete the contract.

iii. The total contract price is double the bid price.

Staff indicated that the unit price contract was structured to ensure a fair price. Upon analysis, the sanitary sewer component of the total cost was within 1% of the Council-approved budget estimate and was $38,000.00 lower than the next lowest bidder. The comment is regarding actual contract costs which include the costs for all private sanitary drains installed. The contract bid document asks for the unit price of a private sanitary drain, it does not include all abutting properties as the owners are not required to have a private sanitary drain installed.

iv. The City wrongfully negotiated the contract after it was awarded by paying for works not identified in the contract.

Staff stated that the contract was not negotiated. In accordance with policy, the contractor was only paid based on an increase in units, not a negotiated change in the unit price, which is our standard practice.

v. The cost of the private sanitary drains should have been included in Item 1 of the contract (mainline sewer installation) and not in Item 4 (Provisional Items).

Staff indicated that private drains are listed as provisional items as it is not always known how many private drains will be installed until after the contract is awarded. This way, the City can ensure the contractor only gets paid for what is installed.
The contractor was paid for the number of drains installed in accordance with the contract, at the unit price bid.

vi. The pavement restoration on Lochside is unsatisfactory; it should be completely resurfaced.

The original budget estimate used for the project as approved by petition and Council identified trench restoration only; this is a standard procedure for any underground work to keep the recoverable costs to the abutting homeowners at a minimum. Re-surfacing the street was discussed with residents, but would have added $30,000.00 to the project cost or approximately $2,300.00 per resident. Based on this, the City did not proceed with re-surfacing, as the change in cost estimates would require that the residents be re-petitioned for the works. Staff indicated they would inspect the road regularly as part of the City’s Pavement Management System and re-assess the need for a resurfacing in the future. As of the date of this Report, the road is in an acceptable condition.

vii. The low-head storm sewer previously installed was leaking due to a lack of gaskets between pipe joints.

Staff confirmed that the pipes were specified with gaskets and the Consultant who performed the site inspection confirms that they were used. A video inspection of the pipes did not reveal any infiltration (leaking).

viii. Questions were raised regarding the Stormwater Design for the area. Staff provided an overview of the drainage plans prepared by Rand showing pre-development conditions and post-development conditions for both the minor and major events. For the major event, it was shown that the contributing drainage area to McCollum Drive has been reduced, thus reducing potential impact to Lochside Drive. Overland flows on Lochside have not changed in the post-development condition, except that flows at the east end of Lochside outlet to the new storm pond. There is a high point on Lochside approximately 50 m from the McCollum intersection; as such, any flows from the McCollum intersection are redirected back to ditch inlets at the intersection.

Overland flow routes (to the pond and to Fifty Road) and the elevation of houses on Lochside Drive have been designed such that there is no risk of basement flooding in the major design storm event. Under the 100-year event, water would crest the curbs and overflow the ditches but the prime direction of flow from the new development is westerly along McCollum to Fifty Road or directly to the pond via a large box culvert.

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