

Corporation of the Municipality of South Huron Agenda - Court of Revision

Monday, November 19, 2018, 5:00 p.m. Olde Town Hall-Carling Room

Meeting Call to Order

1.1 Appointment of Chair

Court of Revision Members Morrissey, Fleming-Morrissey and Regan Municipal Drain 2018

Councillor Tomes - Member - South Huron

Deputy Mayor Frayne - Member - South Huron

Councillor Moir - Member - North Middlesex

Recommendation:

That the Court of Revision for the Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018 hereby convenes at 5:00 pm.

Recommendation:

That Tom Tomes is appointed as Chair for the November 19, 2018 Court of Revision for the Morrissey, Fleming-Morrissey and Regan Municipal Drains.

- 2. Disclosure of pecuniary Interest and the General Nature Thereof
- 3. Morrissey, Fleming-Morrissey and Regan Municipal Drains

Part of Lot 3, Concession 9 and Parts of Lots 16 to 18, S.B.C. in the Municipality of South Huron, Stephen Ward. County of Huron.

and

Part Lot 3, Concession 13 and parts of Lots 16 to 18, N.B.C. in the Municipality of North Middlesex, McGillivray Ward, County of Middlesex

3.1 Comments

- 3.1.1 Ausable Bayfield Conservation Authority D. Heinbuck, Water Resources Co-ordinator
- 3.2 Appeals
- 3.3 Questions Raised by Members

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- 3.4 Questions Raised by Landowners
- 4. Decision
- 5. Adjourn

Recommendation:

That the Court of Revision for the Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018 now closes at p.m.

Municipality of South Huron 322 Main Street S PO Box 759 Exeter ON N0M 1S6

To:

Notice of Sitting of Court of Revision Drainage Act, R.S.O. 1990, c. D.17, subs. 46(1) and (2)

Enter Name and Current Address of Property	/ Owner		
Re: Morrisey, Fleming-Morrissey and R			19
	(Design	nation of drainage w	orks)
Take notice that your property is assessed fo	or the improvem	nent	of the above mentioned drainage works
under section 78 of the <i>Drainage</i>	Act. Attached is	a provisional by	-law exclusive of the engineer's report. Details of your
assessment are contained in the engineer's r			which has been previously sent to you or is available at
the municipal office	Date	(yyyy/mm/dd)	
the municipal office			
An owner of land assessed for the drainage w	an amount that is en assessed has	too high or too l not been assess	low; ed; and/or
Due consideration has not been given	n to the use being	made of the lan	d.
Pursuant to section 52(1) of the <i>Drainage Act</i> of the undersigned, at least ten (10) days prio	, objections or apport to the date of the	peals to the asse e Court of Revisi	essment must be forwarded in writing, to the attention ion.
The Court of Revision will take place:			
Date (yyyy/mm/dd)	Time	Location	n
2018/11/19	5:00pm	South	Huron Council Chambers
Name of Clerk (Last Name, First Name) Msuya-Collison, Rebekah			
Name of Municipality			
Municipality of South Huron			
Signature of Clerk		Date (yyyy/n	nm/dd)
RMoller		2018/10/1	9

Right of Appeal – Any owner of land or public utility affected by the above mentioned drainage works may appeal to the Referee regarding legal issues or the Agriculture, Food and Rural Affairs Appeal Tribunal regarding technical issues within forty (40) days of the sending of this notice. *Drainage Act*, R.S.O., 1990, c. D.17, subs. 47(1) and 48(1).



Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018



Reference No. 1536 August 26, 2018



TABLE OF CONTENTS

1.0	Introduction	
2.0	Authorization	
3.0	History	2
4.0	On-Site Meeting	2
5.0	Information Meeting	
6.0	Findings	3
7.0	Recommendations	3
8.0	Environmental Considerations	2
9.0	Summary of Proposed Works	2
10.0	Working Area and Access	4
11.0	Watershed and Soils Characteristics	4
12.0	Allowances	5
13.0	Estimated Construction Costs	
14.0	Summary of Estimated Project Costs	6
15.0	Assessment	6
16.0	Abandonment of Existing Municipal Drains	6
17.0	Maintenance	-
18.0	Schedule A – Allowances	8
19.0	Schedule B – Estimated Construction Costs	
20.0	Schedule C – Assessment for Construction	13
21.0	Schedule D – Assessment for Maintenance	2

Specification for Construction of Municipal Drainage Works

DIVISION A – General Conditions

DIVISION B – Specification for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION E – Specification for Drainage Crossings by the Boring Method

DIVISION H – Special Provisions

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August 26, 2018

Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018

To the Mayor and Council of the Municipality of South Huron

Members of Council:

1.0 Introduction

We are pleased to present our report on the "Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018", serving the following Lots and Concessions in the Municipality of South Huron, Stephen Ward, County of Huron:

Part of Lot 3, Concession 9 And Parts of Lots 16 to 18, S.B.C.

And serving the following Lots and Concessions in the Municipality of North Middlesex, McGillivray Ward County of Middlesex:

Part Lot 3, Concession 13 and parts of Lots 16 to 18, N.B.C.

The attached Plan, Profiles, and Drawings No.'s 1 and 2 Reference No. 1536, Specifications and the Instructions to Tenderers form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

2.0 Authorization

Authority to prepare this report was obtained by a resolution of the Municipality of South Huron Council at its June 15, 2015 meeting to appoint Dietrich Engineering Limited to prepare an Engineer's Report.

In accordance with your instructions pursuant to a request received by Council under Section 78 of the Drainage Act, R.S.O. 1990, we have made an examination and survey of the affected area and submit herewith our Report which includes Plan, Profile and Specifications for this work.

3.0 History

3.1 Morrissey Municipal Drain

The existing Morrissey Drain was originally constructed under the authority of a report prepared by James A Howes, O.L.S. dated July 7, 1962. This tile drainage system consisted of the installation of 1218 feet of 12" diameter tile and incorporating 592 feet of existing 12" diameter tile. The Morrissey Drain outlets into the



Regan Drain in Lot 17, N.B.C. Municipality of North Middlesex, McGillivray Ward. The upper end of the Morrissey Drain is at the Lot 16/17, S.B.C. in the Municipality of South Huron, Stephen Ward. Improvements to the Morrissey Drain were undertaken under the authority of a report submitted by C.P. Corbett and Company Limited, dated May 31, 1973. This report provided for the installation of 720 feet of 16" diameter tile in Lot 17, N.B.C. in the Municipality of North Middlesex, McGillivray Ward.

3.2 Fleming-Morrissey Municipal Drain

This drainage system was constructed under the authority of a report prepared by C.P. Corbett and Company Limited, dated April 22, 1975. Approximately 2275 feet of 8" diameter to 14" diameter tile were installed from an outlet in the Regan Drain in Lot 17, N.B.C.; Municipality of North Middlesex, McGillivray Ward, upstream into Lot 18, S.B.C.; Municipality of South Huron, Stephen Ward. A pumping station was constructed on the Drain, North side of Mount Carmel Drive adjacent to Lot 17, S.B.C., Municipality of South Huron, Stephen Ward.

3.3 Regan Municipal Drain

The Regan Drain is an open drain located in Lot 3, Concession 13 and Lot 17, N.B.C., Municipality of North Middlesex, McGillivray Ward. The Regan Drain outlets into the Lewis Drain. Improvements were undertaken under the authority of a report submitted by C.P. Corbett and Company Limited dated August 16, 1976. This report provided for a cleanout of the Regan Drain in its entirety which consisted of the excavation of 2700 feet of open drain.

4.0 On-Site Meeting

In accordance with Section 9(1) of the Drainage Act, R.S.O. 1990, an on-site meeting was held on December 23, 2015. The place of meeting was at the Municipality of South Huron Municipal Office. Persons in attendance were:

William J. Dietrich, P.Eng. Dietrich Engineering Limited

Glen Bullock Drainage Superintendent, Municipality of North Middlesex

Gerry Rychlo County of Middlesex

Landowners: Fred Van Osch Gerald Van Osch Stephen Morrissey

Helen Ryan Larry Ryan

Mike Groot (representing M.S. Muller Farms Ltd)

5.0

Information Meeting

An information meeting was held on July 18, 2018 at the Municipality of South Huron Municipal Office. Persons in attendance were:

William J. Dietrich, P.Eng. Dietrich Engineering Limited

Dwight Kinsman Roads Department, Municipality of South Huron

Glen Bullock Drainage Superintendent, Municipality of North Middlesex



Johnathan Lampman

North Middlesex

Landowners:

Paul Glavin Michael Groot, representing M.S. Muller Farms Ltd.

Helen Ryan Stephen Morrissey

Larry Ryan

The information provided proposed upgrading the existing Municipal Drains and replacing sections of the tile drains with a new Municipal tile drainage system. This meeting provided a review of the design of the proposed drainage system, the estimated costs of the project and proposed assessments.

6.0 Findings

We have made an examination of the drainage area and have found the following:

- 1. The existing tile drains (Morrissey Drain and Fleming-Morrissey Drains) are neither of sufficient capacity nor depth to drain the surrounding and upstream lands within the watershed at today's standards of drainage.
- 2. The pumping system on the Fleming-Morrissey Drain is not functioning.
- 3. The Regan Drain has silted up and requires a cleanout in its entirety.

7.0 Recommendations

It is our recommendation that:

Morrissey Drain

- 1. A new tile drainage system be constructed from the outlet in the Regan Drain upstream to the Northerly side of Mount Carmel Drive adjacent to Lot 17, S.B.C. Municipality of South Huron, Stephen Ward.
- 2. This new tile drainage system consists of the installation of 251 metres of 600mm diameter tile.
- 3. The existing tile drains constructed under the authority of reports prepared by James Howes OIL.S. dated July 7, 1962 and C.P. Corbett and Company Limited, dates May 31, 1973 shall be abandoned.
- 4. The drainage coefficient design standard used for the drain is 38mm of rainfall per 24 hours.

Fleming-Morrissey Drain

- 1. A new tile drainage system be constructed from the outlet in the Regan Drain upstream to the property line between Lots 17 and 18, S.B.C. Municipality of South Huron, Stephen Ward.
- 2. This new tile drainage system consists of the installation of 379 metres of 300 mm diameter to 450 mm diameter tile.
- 3. The pumping station on the North side of Mount Carmel Drive adjacent to Lot 17, S.B.C. Municipality of South Huron, Stephen Ward shall be decommissioned and removed.
- 4. The existing drainage system constructed under the authority of a report prepared by C.P. Corbett and Company Limited, dated April 22, 1975, shall be abandoned.
- 5. The drainage coefficient design standard used for this drain is 38mm of rain fall per 24 hours.



Regan Drain

1. The construction consists of 829 metres of open ditch excavation and the installation of one 1400mm diameter corrugated metal pipe culvert and sta. 0+692.

This new drainage system shall be known as the "Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018".

8.0 Environmental Considerations

The Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas indicates that the Department of Fisheries and Oceans has classified the Regan Drain as an 'F' Drain. Drain Classification F indicates an intermittently flowing system which is dry for significant periods of the year.

9.0 Summary of Proposed Works

The proposed work consists of:

- 1. Approximately 829 metres of open ditch excavation;
- 2. The installation of one (1) farm lane culvert
- 3. The installation of approximately 582 metres of 300mm to 600mm diameter concrete field tile and HDPE pipes.
- 4. The installation of 48 metres of 600mm O.D. smooth wall steel casing by the Boring Method; and
- 5. The installation of five (5) concrete catch basins

10.0 Working Area and Access

Each landowner on whose property the drainage work is to be constructed shall designate access to and from the working area.

10.1 Open Work

The working area shall be a width of 20 metres for construction purposes, and a width of 10 metres for maintenance purposes on the side of the drain where the excavated material is to be placed and levelled.

10.2 Closed Work

The working area shall be an average width of twenty-five (25) metres for construction purposes, and a width of ten (10) metres for maintenance purposes along the alignment of the proposed tile drain.

11.0 Watershed and Soils Characteristics

The watershed was established through analysis of tile drainage maps, previous engineer's reports, field investigations, surveys, and data analysis of the Southwestern Ontario Orthophotographic Project (SWOOP).

The drainage area for the Morrissey Drain comprises of approximately 66.7 hectares plus 10.1 hectares of subsurface waters drained to the Morrissey Drain.

The drainage area for the Fleming-Morrissey Drain comprises of approximately 20 hectares. The drainage area for the Regan Drain comprises of approximately 144.4 hectares plus 10.1 hectares of subsurface waters drained to the Morrissey Drain.



The Ontario Ministry of Agriculture, Food and Rural Affairs' Agricultural Information Atlas describes the soil types within the watershed and along the route of the drain as clay loam.

12.0 Allowances

In accordance with Sections 29 and 30 of the Drainage Act, R.S.O. 1990, we have calculated Allowances payable to Landowners using the following methodology.

12.1 Allowances for Right-of-Way (Section 29)

The land values used for calculating allowances for Right-of-Way was \$45,000/ha.

Allowances for Right-of-Way were not provided in the previous Engineers' Reports, which authorized the construction of the existing drains.

12.1.1 Open Drain

The allowances for Right-of-Way under Section 29 of the Drainage Act, R.S.O. 1990 were calculated based on 100% of the land value for the additional land required to widen the existing channel.

12.1.2 Closed Drain

The allowances for Right-of-Way under Section 29 of the Drainage Act, R.S.O. 1990 for closed drains were calculated based on 25% of the land value for a ten metre Right-of-Way.

12.2 Allowances for Damages to Lands and Crops (Section 30)

Allowances for Damages to Lands and Crops under Section 30 of the Drainage Act, R.S.O. 1990 were primarily calculated to compensate landowners for crop losses and land damages due to the construction of the drain, including access to the working corridor.

We determined the allowances payable to Landowners entitled thereto as shown in Schedule A.

Total Allowances, under Sections 29 and 30 of the Drainage Act, R.S.O. 1990;

Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018:

\$25,350

13.0 Estimated Construction Costs

We have made an estimate of the cost of the proposed work based on labour, equipment and materials. A detailed description of the costs involved can be found in Schedule B of this report.

The total estimated construction costs for this project are as follows:

Total Estimated Construction Costs	\$ 133,665
C) Total Estimated Construction Costs – Regan Drain	\$ 28,420
B) Total Estimated Construction Costs – Fleming-Morrissey Drain	\$ 55,485
A) Total Estimated Construction Costs – Morrissey Drain	\$ 49,760



14.0 Summary of Estimated Project Costs

The total estimated project costs are as follows:

Allowances under Sections 29 and 30 of the Drainage Act, R.S.O. 1990 (Refer to Schedule A)	\$ 25,350
Total Estimated Construction Costs	\$ 133,665
Meetings, survey, design, preparation of preliminary cost estimates, preparation of final drainage report, consideration of report and attendance at the Court of Revision (if necessary)	\$ 27,700
Preparation of contract documents, contract administration, supervision and inspection of construction	\$ 17,900
Contingencies, Interest and net H.S.T.	\$ 7,885
TOTAL ESTIMATED PROJECT COSTS	
Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018	\$ 212,500

The estimated cost of the work in the Municipality of South Huron is \$ 56,600.

The estimated cost of the work in the Municipality of North Middlesex is \$ 155,900.

15.0 Assessment

We assess the cost of this work against the lands and roads liable for assessment for benefit and outlet as shown in the annexed Schedule C - Assessment for Construction. We have determined that there is no injuring liability assessment involved.

15.1 Special Assessments (Section 26)

Whether or not the Counties of Huron and Middlesex elects to do the work on their property, Sta. 0+221 to Sta. 0+251, (Mount Carmel Drive; Morrissey Drain) they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as Special Assessments in addition to any benefit and outlet assessments. The Special Assessments shall be made up of the actual construction costs plus an allowance for administration costs.

Whether or not the Counties of Huron and Middlesex elects to do the work on their property, Sta. 0+262 to Sta. 0+292, Mount Carmel Drive; Fleming-Morrissey Drain) they shall be assessed the actual increased costs to the drainage works due to the construction and operation of the road as Special Assessments in addition to any benefit and outlet assessments. The Special Assessments shall be made up of the actual construction costs plus an allowance for administration costs.

16.0 Abandonment of Existing Municipal Drains

The existing Morrissey Municipal Drain constructed under the reports of James A. Howes. O.L.S dated July 7, 1962 and C.P. Corbett and Company Limited dated May 31, 1973, shall be abandoned and cease to be municipal drains after the Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018 is constructed. The ownership of the existing tile drains shall be reverted to the landowners for that portion of the drain which is situated on their respective properties.



17.0 Maintenance

After completion, this drainage system shall be maintained by the Municipalities of South Huron and North Middlesex at the expense of all the lands and roads assessed in the attached Schedule D - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act, except for those portions of the drain constructed within road right-of-ways. These portions of the drain shall be maintained at the expense of the road authority having jurisdiction over said road.

Respectfully submitted,

DIETRICH ENGINEERING LIMITED

W. J. Dietrich, P.Eng.

WJD:sm



Page 11



Schedule A - Allowances

Lot or Part	Con.	Landowner	Roll No.	Right-of-Way (Sec. 29)	Damages to Lands and Crops (Sec. 30)	Total Allowances
Morrisse			Kon Ho.	(000.27)	00,	7 mo wances
		uth Huron (Stephen War	<u>d)</u>			
17	S.B.C.	S. & J. Morrissey	27-057		\$500	\$500
Municipo	ality of No	orth Middlesex (McGillivro	ay Ward)			
E. Pt. 17	N.B.C.	C. & S. Glavin	30-097	\$2,540	\$2,760	\$5,300
Total Allo	wances, N	Morrissey Drain		\$2,540	\$3,260	\$5,800
Fleming-	Morrissey	<u>Drain</u>				
Municipa	ality of So	uth Huron (Stephen War	<u>d)</u>			
17	S.B.C.	S. & J. Morrissey	27-057	\$980	\$1,870	\$2,850
18	S.B.C.	M.S. Muller Farms Ltd.	27-056		\$500	\$500
Municipa	ality of No	orth Middlesex (McGillivro	ay Ward)			
Pt. 17	N.B.C.	B. Van Osch	30-098	\$2,950	\$3,120	\$6,070
Total Allo	wances, F	leming-Morrissey Drain		\$3,930	\$5,490	\$9,420
Regan D	<u>rain</u>					
Municipo	ality of No	orth Middlesex (McGillivro	ay Ward)			
Pt. 17	N.B.C.					
Pt. 3	Con. 13	C. & S. Glavin	30-097	\$2,000	\$7,130	\$9,130
W. Pt. 17	N.B.C.	B. Van Osch	30-098		\$1,000	\$1,000
Total Allo	wances, R	legan Drain		\$2,000	\$8,130	\$10,130
Total Allo	wances		:	\$8,470	\$16,880	\$25,350
		nder Sec.s 29 and 30 of th	_			40=
Morrisse	, Fleming	-Morrissey and Regan Mur	nicipal Drain	ns 2018.	:	\$25,350



Schedule B - Estimated Construction Costs

The estimated construction costs for the outlined proposed work below is as follows:

De	scription	Estimated Quantity	\$/Unit	Total
<u>A) l</u>	Morrissey Municipal Drain			
1	Supply 600mm diameter concrete field tile	215 m	\$46.00	\$9,890.00
	Installation	215 m	\$30.00	\$6,450.00
2	Curally Coopera diamentary LIDDE author min a			
2	Supply 600mm diameter HDPE outlet pipe complete with rodent grate	6 m	\$100.00	\$600.00
	complete with rought grate	0 111	Ψ100.00	Ç000.00
	Installation of 600mm diameter outlet pipe			
	complete with quarry stone rip-rap protection			
	and geotextile filter material (25m²)	l.s.		\$2,500.00
2	Tile commentions	l a		\$860.00
3	Tile connections	l.s.		\$860.00
Suk	o-Total			\$20,300.00
4	Work to be done on the Huron/Middlesex County R (Sta. 0+221 to Sta. 0+251)	oad Allowance, (M	ount Carmel Drive.))
	(Sta. 01221 to Sta. 01231)			
а) Supply 600mm O.D. smooth wall steel casing,			
	9.53mm wall thickness	24 m	\$200.00	\$4,800.00
	Installation of 600mm O.D. smooth wall steel			
	casing by the Boring Method (Sta. 0+227 to Sta.			
	0+251)	24 m	\$650.00	\$15,600.00
	01231)	21111	φοσο.σσ	ψ13,000.00
b) Supply 600mm diameter HDPE Pipe (Boss 2000			
	or equivalent)	6 m	\$120.00	\$720.00
	Installation of 600mm diameter HDPE Pipe			
	(Boss 2000 or equivalent). Sta. 0+221 to Sta.			
	0+227	6 m	\$80.00	\$480.00
C	Supply and install 900mm X 1200mm concrete			
	ditch inlet catch basin at Sta. 0+251 (inline type)	1 ea	\$3,000.00	\$3,000.00
d) Supply and install 900mm X 1200mm concrete			
	ditch inlet catch basin offset 4 metres West of			
	Sta. 0+221	1 ea	\$2,500.00	\$2,500.00
	\ Cumple 200mm diam star UDBE Dir - /D 2000			
е	 Supply 300mm diameter HDPE Pipe (Boss 2000 or equivalent) 	4 m	\$40.00	\$160.00
	or equivalent)	7 111	Ş 4 0.00	7100.00



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	Installation of 300mm diameter HDPE Pipe (offset DICB connection at Sta. 0+221)	4 m	\$50.00	\$200.00
f	Supply and install 1-600mm x 300mm HDPE tee	l.s.		\$500.00
g	Grout existing 300mm diameter C.M.P.	l.s.		\$1,500.00
Sub	-Total			\$29,460.00
	al Estimated Construction Costs rrissey Municipal Drain			\$49,760.00
B) F	leming-Morrissey Municipal Drain			
1)	Supply 450mm diameter concrete field tile Installation	256 m 256 m	\$28.00 \$30.00	\$7,168.00 \$7,680.00
2)	Supply 300mm diameter concrete field tile Installation	87 m 87 m	\$20.00 \$25.00	\$1,740.00 \$2,175.00
3)	Supply 450mm diameter HDPE outlet pipe complete with rodent grate	6 m	\$70.00	\$420.00
	Installation of 450mm diameter outlet pipe with quarry stone rip-rap protection and geotextile filter material (25m ²)	l.s.		\$2,500.00
4)	Supply and install 1 standard 600mm x 600mm concrete catch basin at Sta. 0+379 (inline type)	1 ea	\$2,000.00	\$2,000.00
5)	Removal and disposal of pumping station at Sta. 0+292	l.s.		\$1,500.00
6)	Tile connections			\$702.00
Sub	-Total			\$25,885.00
7)	Work to be done on the Huron/Middlesex County (Mount Carmel Drive) (Sta. 0+262 to Sta. 0+292)	Road Allowance		
а	Supply 600mm O.D. smooth wall steel casing, 9.53mm wall thickness	24 m	\$200.00	\$4,800.00
	Installation of 600mm O.D. smooth wall steel casing by the Boring Method (Sta. 0+268 to Sta. 0+292)	24 m	\$650.00	\$15,600.00
b) Supply 600mm diameter HDPE Pipe (Boss 2000 or equivalent)	6 m	\$120.00	\$720.00



	Installation of 1 - 10 metre length of 1400 mm diameter laneway culvert at approx. Sta. 0+692 complete with quarry stone rip-rap protection and geotextile filter material (30m²) and			
5)	Supply 1 - 10 metre length of 1400 mm diameter, 2.80mm thickness corrugated metal pipe laneway culvert (125mm x 25mm corrugations)	10 m	\$300.00	\$3,000.00
4)	Clearing and grubbing	l.s.		\$800.00
3)	Levelling of excavated material	829 m	\$3.00	\$2,487.00
2)	Seeding	l.s.		\$1,660.00
1)	Open ditch excavation including stripping topsoil (approx 2900m³)	829 m	\$16.00	\$13,264.00
Fle	al Estimated Construction Costs ming-Morrissey Municipal Drain Regan Municipal Drain			\$55,485.00
	o-Total			\$29,600.00
d) Grout existing 375mm diameter C.M.P.	l.s.		\$2,000.00
С) Supply and install standard 900mm X 1200mm concrete catch basins, inline type at Sta. 0+262 and Sta. 0+292	2 ea	\$3,000.00	\$6,000.00
	Installation of 600mm diameter HDPE Pipe (Boss 2000 or equivalent). Sta. 0+262 to Sta. 0+268	6 m	\$80.00	\$480.00



Summary of Construction Costs

	FAL ESTIMATED CONSTRUCTION COSTS PRRISSEY, FLEMING-MORRISSEY AND REGAN MUNICIPAL	\$133,665.00
C)	Total Estimated Construction Costs - Regan Municipal Drain	\$28,420.00
B)	Total Estimated Construction Costs - Fleming-Morrissey Municipal Drain	\$55,485.00
A)	Total Estimated Construction Costs - Morrissey Municipal Drain	\$49,760.00



Schedule C - Assessment For Construction

Lot or Part	Con.	Lot or Part Con. Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less	Net Assessment
Morrissey Municipal Drain Municipality of South Hurd	Vof Sout	Morrissey Municipal Drain Municipality of South Huron (Stephen Ward)	(ard)								
3	9 S.B.C	R. Ryan Van Osch Farms Ltd.	9-001	8.9	\$1,500	\$2,381		\$2,381	\$794		\$1,587
* 16	S.B.C	R. Harrigan	27-058	0.5		\$157		\$157	, ,	, C	\$157
7/	9.B.C	S. & J. Morrissey	750-77	7.87	51,500	79,582		780′/\$	72,361	0055	54,221
Total Assessment on Lands	ent on La	nds			\$3,000	\$17,838		\$20,838	\$6,894	\$500	\$13,444
Mount Carmel Drive Babylon Line	I Drive	County of Huron Municipality of South Huron	Huron	0.8	\$2,000	\$866	\$20,060	\$22,926 \$433			\$22,926 \$433
Total Assessment on Roads	ent on Ro	pads			\$2,000	\$1,299	\$20,060	\$23,359			\$23,359
Total Assessment on Lands a Municipality of South Huron	nent on La	Total Assessment on Lands and Roads, Municipality of South Huron			\$5,000	\$19,137	\$20,060	\$44,197	\$6,894	\$500	\$36,803

NOTES: 1. * Denotes lands not eligible for ADIP grants.

^{2.} The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.

^{3.} The NET ASSESSMENT is provided for information purposes only.



Schedule C - Assessment For Construction

Lot or Part Con. Landowner	Roll No.	Approx. Hectares Affected	Benefif (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Morrissey Municipal Drain Municipality of North Middlesex (McGilliyray Ward)	ivrav Ward	7							
16 N.B.C. C. Glavin	30-08	1.6		\$215		\$215	\$72		\$143
Pt. 17 & Pt. 3 N.B.C. & C. & S. Glavin Con. 13	30-097	1.2	\$9,000	\$162		\$9,162	\$3,054	\$5,300	\$808
Total Accacement on lands			000 80	\$377		775 03	\$3 176	\$5 300	4951
lotal Assessment on Lands			000'6\$	//8\$		118,65	\$3,126	008,84	TSAST
Mount Carmel Drive County of Middlesex		8.0	\$2,000	998\$	\$20,060	\$22,926			\$22,926
Total Assessment on Roads			\$2,000	\$866	\$20,060	\$22,926			\$22,926
Total Assessment on Lands and Roads, Municipality of North Middlesex			\$11,000	\$1,243	\$20,060	\$32,303	\$3,126	\$5,300	\$23,877
Total Assessment on Lands and Roads, Morrissey Municipal Drain 2018			\$16,000	\$20,380	\$40,120	\$76,500	\$10,020	\$5,800	\$60,680

NOTES: 1. All the above lands are eligible for ADIP grants.

^{2.} The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.

^{3.} The NET ASSESSMENT is provided for information purposes only.



Schedule C - Assessment For Construction

Lot or Part Con. Landowner Roll No.		Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Fleming-Morrissey Municipal Drain Municipality of South Huron (Stephen Ward)									
17 S.B.C S. & J. Morrissey 27-057	057	7.3	\$6,000	\$5,187		\$11,187	\$3,729	\$2,850	\$4,608
18 S.B.C MS Muller Farms Ltd. 27-056	056	6.1	\$5,000	\$9,722		\$14,722	\$4,907	\$500	\$9,315
Total Assessment on Lands			\$11,000	\$14,909		\$25,909	\$8,636	\$3,350	\$13,923
Mount Carmel Drive County of Huron		0.7	\$2,500	\$2,132	\$19,465	\$24,097			\$24,097
Total Assessment on Roads			\$2,500	\$2,132	\$19,465	\$24,097			\$24,097
Total Assessment on Lands and Roads, Municipality of South Huron			\$13,500	\$17,041	\$19,465	\$50,006	\$8,636	\$3,350	\$38,020

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Schedule C - Assessment For Construction

Lot or Part	Con.	Lot or Part Con. Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less	Net Assessment
Fleming-Mc	v of Nor	Fleming-Morrissey Municipal Drain Municipality of North Middlesex (McGilliyray Ward)	vrav Ward)								
Pt. 17 18	N.B.C.	N.B.C. B. Van Osch N.B.C. B. Van Osch	30-098	3.6	\$9,500	\$259		\$9,759	\$3,253	\$6,070	\$436
Total Assessment on Lands	nent on La	spus			005,6\$	\$1,297		\$10,797	\$3,599	020'9\$	\$1,128
Mount Carmel Drive	J Drive	County of Middlesex		0.7	\$2,500	\$2,132	\$19,465	\$24,097			\$24,097
Total Assessment on Roads	nent on R	oads			\$2,500	\$2,132	\$19,465	\$24,097			\$24,097
Total Assessment on Lands and I Municipality of North Middlesex	nent on L of North I	Total Assessment on Lands and Roads, Municipality of North Middlesex			\$12,000	\$3,429	\$19,465	\$34,894	\$3,599	\$6,070	\$25,225
Total Assessn Fleming-Morr	nent on L rissey Mu	Total Assessment on Lands and Roads, Fleming-Morrissey Municipal Drain 2018			\$25,500	\$20,470	\$38,930	\$84,900	\$84,900 \$12,235	\$9,420	\$63,245

NOTES: 1. All the above lands are eligible for ADIP grants.

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^{3.} The NET ASSESSMENT is provided for information purposes only.



Schedule C - Assessment For Construction

Lot or Part Con.	Con.	Landowner	Roll No.	Approx. Hectares Affected	Benefif (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Regan Municipal Drain	icipal D	rain									
Municipalit	y of Sou	Municipality of South Huron (Stephen Ward)	(ard)								
8	6	R. Ryan	9-001	8.9		\$1,870		\$1,870	\$623		\$1,247
16	S.B.C	Van Osch Farms Ltd.	27-057-10	34.3		\$7,632		\$7,632	\$2,544		\$5,088
* 16	S.B.C	R. Harrigan	27-058	0.5		\$124		\$124			\$124
17	S.B.C	S. & J. Morrissey	27-057	25.5		\$5,921		\$5,921	\$1,974		\$3,947
18	S.B.C	MS Muller Farms Ltd.	27-056	6.1		\$1,286		\$1,286	\$429		\$857
Total Assessment on Lands	nent on La	sput				\$16,833		\$16,833	\$5,570		\$11,263
Mount Carmel Drive	el Drive	County of Huron		1.6		\$1,326		\$1,326			\$1,326
Babylon Line		Municipality of South Huron	Huron	0.4		\$340		\$340			\$340
Total Assessment on Roads	nent on R	pads				\$1,666		\$1,666			\$1,666
Total Assessn	nent on L	Total Assessment on Lands and Roads,									
Municipality of South Huron	of South	Huron				\$18,499		\$18,499	\$5,570		\$12,929

NOTES: 1. * Denotes lands not eligible for ADIP grants.

2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.

3. The NET ASSESSMENT is provided for information purposes only.

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Schedule C - Assessment For Construction

Lot or Part Con. Landowner	Roll No.	Approx. Hectares Affected	Benefit (Sec. 22)	Outlet Liability (Sec. 23)	Special Assessment (Sec. 26)	Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Regan Municipal Drain Municipality of North Middlesex (McGillivray Ward)	Ilivray Ward	T							
16 N.B.C. C. Glavin	30-086	20.2		\$1,495		\$1,495	\$498		\$997
Pt. 17 & Pt.3 Con. 13 C. & S. Glavin	30-097	20.2	\$19,000	\$1,435		\$20,435	\$6,812	\$9,130	\$4,493
Pt. 17 N.B.C. B. Van Osch 18 N.B.C. B. Van Osch	30-098	20.2	\$7,000	\$1,801 \$544		\$8,801	\$2,934 \$181	\$1,000	\$4,867 \$363
Total Assessment on Lands			\$26,000	\$5,275		\$31,275	\$10,425	\$10,130	\$10,720
Mount Carmel Drive County of Middlesex		1.6		\$1,326		\$1,326			\$1,326
Total Assessment on Roads				\$1,326		\$1,326			\$1,326
Total Assessment on Lands and Roads, Municipality of North Middlesex			\$26,000	\$6,601		\$32,601	\$32,601 \$10,425	\$10,130	\$12,046
Total Assessment on Lands and Roads, Regan Municipal Drain 2018			\$26,000	\$25,100		\$51,100	\$15,995	\$10,130	\$24,975

NOTES: 1. All the above lands are eligible for ADIP grants.

^{2.} The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.

^{3.} The NET ASSESSMENT is provided for information purposes only.



Schedule C - Net Assessment For Construction

Lot or Part Con. Lan Municipality of South H 3 9 R. F 16 S. B. C Var 17 S. B. C R. F 17 S. B. C R. F 18 S. B. C MS Total Assessment on Lands Mount Carmel Drive Cou Babylon Line Mu	Con. Vof Sout	ndowner uron (Stephen Ward) Ryan 1 Osch Farms Ltd. 4 J. Morrissey Muller Farms Ltd. Innty of Huron Inicipality of South Huron	80ll No. 9-001 27-057-10 27-058 27-057 27-056	Monrissey Municipal \$2,381 \$11,218 \$157 \$7,082 \$20,838 \$22,926 \$433	Fleming- Monrissey Municipal Drain \$11,187 \$14,722 \$25,909 \$25,909	Regan Municipal Drain \$1,870 \$7,632 \$124 \$5,921 \$1,286 \$1,286 \$1,326 \$340	### Total Assessment	Less 1/3 Gov't Grant \$1,417 \$6,283 \$8,063 \$5,336 \$21,099	Less Allowances \$3,350 \$500	\$2,834 \$2,834 \$12,567 \$281 \$12,777 \$10,172 \$38,631 \$38,631
i otal Assessm	ent on K	oads		658,354	754,097	999'T\$	543,122			249,122
Total Assessment on Lands a Municipality of South Huron	ent on L	Total Assessment on Lands and Roads, Municipality of South Huron		\$44,197	\$50,006	\$18,499	\$112,702	\$21,099	\$3,850	\$87,753

NOTES: 1. * Denotes lands not eligible for ADIP grants.



Schedule C - Net Assessment For Construction

	Morrissey	Fleming- Morrissey	Regan		Less		
Lot or Part Con. Landowner Roll No.	Municipal Drain	Municipal Drain	Municipal Drain	Total Assessment	1/3 Gov't Grant	Less Allowances	Net Assessment
Municipality of North Middlesex (McGillivray Ward)							
16 N.B.C. C. Glavin 30-096	\$215		\$1,495	\$1,710	\$570		\$1,140
Pt. 17 & Pt.3 Con. 13	\$9,162		\$20,435	\$29,597	998′6\$	\$14,430	\$5,301
Pt. 17 N.B.C. B. Van Osch 30-098		\$9,759	\$8,801	\$18,560	\$6,187	070,7\$	\$5,303
18 N.B.C. B. Van Osch 50-160		\$1,038	\$544	\$1,582	\$527		\$1,055
Total Assessment on Lands	\$9,377	\$10,797	\$31,275	\$51,449	\$17,150	\$21,500	\$12,799
Mount Carmel Drive	\$22,926	\$24,097	\$1,326	\$48,349			\$48,349
Total Assessment on Roads	\$22,926	\$24,097	\$1,326	\$48,349			\$48,349
Total Assessment on Lands and Roads,							
Municipality of North Middlesex	\$32,303	\$34,894	\$32,601	\$99,798	\$17,150	\$21,500	\$61,148
Total Assessment on Lands and Roads, Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018	\$76,500	\$84,900	\$51,100	\$212,500	\$38,249	\$25,350	\$148,901

NOTES: 1. All the above lands are eligible for ADIP grants.



Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
Morrissey M	Nunicipal Dro	<u>ain</u>			
Municipalit	y of South Hi	uron (Stephen Ward)			
3	9	R. Ryan	9-001	8.9	11.5%
16	S.B.C	Van Osch Farms Ltd.	27-057-10	34.3	46.6%
* 16	S.B.C	R. Harrigan	27-058	0.5	0.8%
17	S.B.C	S. & J. Morrissey	27-057	18.2	26.9%
Total Assess	ment on Land	ds			85.8%
Mount Carm	nel Drive	County of Huron		0.8	4.2%
Babylon Line	Š	Municipality of South Huron		0.4	2.1%
Total Assess	ment on Road	ds			6.3%
Total Assess	ment on Land	ds and Roads,			
Municipality	of South Hu	ron			92.1%
<u>Municipalit</u>	<u>y of North M</u>	iddlesex (McGillivray Ward)			
16	N.B.C.	C. Glavin	30-096	1.6	2.1%
Pt. 17 & Pt. 3	3 N.B.C. & Co	n. 13 C. & S. Glavin	30-097	1.2	1.6%
Total Assess	ment on Land	ds			3.7%
Mount Carm	nel Drive			0.8	4.2%
Total Assess	ment on Road	ds			4.2%
Total Assess	ment on Lan	ds and Roads,			
Municipality	of North Mi	ddlesex			7.9%
		ds and Roads,			
Morrissey M	Iunicipal Drai	in 2018			100.0%

NOTES: 1. * Denotes lands not eligible for ADIP grants.



Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
Fleming-Mo	orrissey Mun	icipal Drain			
<u>Municipalit</u>	y of South H	<u>uron (Stephen Ward)</u>			
17	S.B.C	S. & J. Morrissey	27-057	7.3	29.5%
18	S.B.C	MS Muller Farms Ltd.	27-056	6.1	24.7%
Total Assess	ment on Lan	ds			54.2%
Mount Carm	nel Drive	County of Huron		0.7	12.2%
Total Assess	ment on Roa	ds			12.2%
Total Assess	ment on Lan	ds and Roads,			
Municipality	of South Hu	ıron			66.4%
<u>Municipalit</u>	y of North M	tiddlesex (McGillivray Ward)			
Municipalit Pt. 17	y of North M N.B.C.	Middlesex (McGillivray Ward) B. Van Osch	30-098	3.6	14.8%
		,	30-098 50-160	3.6 1.6	14.8% 6.6%
Pt. 17 18	N.B.C.	B. Van Osch B. Van Osch			,
Pt. 17 18	N.B.C. N.B.C. ment on Land	B. Van Osch B. Van Osch			6.6%
Pt. 17 18 Total Assess Mount Carm	N.B.C. N.B.C. ment on Land	B. Van Osch B. Van Osch ds		1.6	6.6%
Pt. 17 18 Total Assess Mount Carm	N.B.C. N.B.C. ment on Land	B. Van Osch B. Van Osch ds		1.6	6.6% 21.4% 12.2%
Pt. 17 18 Total Assess Mount Carm Total Assess	N.B.C. N.B.C. ment on Landel Drive ment on Roa	B. Van Osch B. Van Osch ds		1.6	6.6% 21.4% 12.2%
Pt. 17 18 Total Assess Mount Carm Total Assess Total Assess	N.B.C. N.B.C. ment on Landel Drive ment on Roa	B. Van Osch B. Van Osch ds ds		1.6	6.6% 21.4% 12.2%
Pt. 17 18 Total Assess Mount Carm Total Assess Total Assess	N.B.C. N.B.C. ment on Landel Drive ment on Roa	B. Van Osch B. Van Osch ds ds		1.6	6.6% 21.4% 12.2% 12.2%
Pt. 17 18 Total Assess Mount Carm Total Assess Total Assess Municipality	N.B.C. N.B.C. ment on Landel Drive ment on Roa ment on Landel ment	B. Van Osch B. Van Osch ds ds		1.6	6.6% 21.4% 12.2% 12.2%

NOTES: 1. * Denotes lands not eligible for ADIP grants.



Schedule D - Assessment For Maintenance

				Approx. Hectares	Portion of Maintenance
Lot or Part	Con.	Landowner	Roll No.	Affected	Cost
Regan Mun	nicipal Drain	<u>l</u>			
<u>Municipalit</u>	y of South H	<u>luron (Stephen Ward)</u>			
3	9	R. Ryan	9-001	8.9	7.8%
16	S.B.C	Van Osch Farms Ltd.	27-057-10	34.3	31.9%
* 16	S.B.C	R. Harrigan	27-058	0.5	0.5%
17	S.B.C	S. & J. Morrissey	27-057	25.5	24.7%
18	S.B.C	MS Muller Farms Ltd.	27-056	6.1	5.4%
Total Assess	ment on Lan	ds			70.3%
Mount Carm	nel Drive	County of Huron		1.6	5.5%
Babylon Line	e	Municipality of South Huron		0.4	1.5%
Total Assess	ment on Roa	ads			7.0%
Total Assess	ment on Lar	nds and Roads,			
Municipality	/ of South Hւ	ıron			77.3%
<u>Municipalit</u>	y of North M	<u> Middlesex (McGillivray Ward)</u>			
16	N.B.C.	C. Glavin	30-096	20.2	4.7%
Pt. 17 & Pt.3	3 N.B.C. & Co	on. 13 C. & S. Glavin	30-097	20.2	4.4%
Pt. 17	N.B.C.	B. Van Osch	30-098	20.2	6.1%
18	N.B.C.	B. Van Osch	50-160	4.9	2.0%
Total Assess	ment on Lan	ds			17.2%
Mount Carm	nel Drive	County of Middlesex		1.6	5.5%
Total Assess	ment on Roa	ads			5.5%
Total Assess	ment on Lar	nds and Roads,			
Municipality	of North M	iddlesex			22.7%
Total Assess	ment on Lar	nds and Roads,			
Regan Muni	cipal Drain 2	2018			100.0%

NOTES: 1. * Denotes lands not eligible for ADIP grants.

100.0%



Schedule D - Assessment For Maintenance

Lot or Part	Con.	Landowner	Roll No.	Approx. Hectares Affected	Portion of Maintenance Cost
Reaan Mun	icipal Drain (Culve				
	of South Huron (S				
3	9	R. Ryan	9-001	8.9	2.5%
16	S.B.C	Van Osch Farms Ltd.	27-057-10	34.3	10.1%
* 16	S.B.C	R. Harrigan	27-058	0.5	0.2%
17	S.B.C	S. & J. Morrissey	27-057	25.5	7.8%
18	S.B.C	MS Muller Farms Ltd.	27-056	6.1	1.7%
Total Assessi	ment on Lands				22.3%
Mount Carm	el Drive	County of Huron		1.6	1.8%
Babylon Line	:	Municipality of South Huron		0.4	0.5%
Total Assessi	ment on Roads				2.3%
Total Assess	ment on Lands and	Roads,			
Municipality	of South Huron				24.6%
<u>Municipality</u>	of North Middlese	ex (McGillivray Ward)			
16	N.B.C.	C. Glavin	30-096	20.2	5.6%
Pt. 17 & Pt.3	N.B.C. & Con. 13	C. & S. Glavin	30-097	20.2	61.0%
Pt. 17	N.B.C.	B. Van Osch	30-098	20.2	5.6%
18	N.B.C.	B. Van Osch	50-160	4.9	1.4%
Total Assessi	ment on Lands				73.6%
Mount Carm	el Drive	County of Middlesex		1.6	1.8%
Total Assessi	ment on Roads				1.8%
Total Assess	ment on Lands and	Roads,			
Municipality	of North Middlesex	(75.4%
Total Assess	ment on Lands and	Roads,			

NOTES: 1. * Denotes lands not eligible for ADIP grants.

Regan Municipal Drain (Culvert at Sta. 0+692)

SPECIFICATIONS FOR THE CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

DIVISION A – General Conditions

DIVISION B – Specifications for Open Drains

DIVISION C – Specification for Tile Drains

DIVISION E – Specification for Drainage
Crossings by the Boring Method

DIVISION H – Special Provisions

DIVISION A

GENERAL CONDITIONS

<u>A</u>	CONTENT	<u>PAGE</u>
A.1	SCOPE	1
A.2	TENDERS	1
A.3	EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATION	S 1
A.4	PAYMENT	2
A.5	CONTRACTOR'S LIABILITY INSURANCE	2
A.6	LOSSES DUE TO ACTS OF NATURE, ETC.	2
A.7	COMMENCEMENT AND COMPLETION OF WORK	3
A.8	WORKING AREA AND ACCESS	3
A.9	SUB-CONTRACTORS	3
A.10	PERMITS, NOTICES, LAWS AND RULES	3
A.11	RAILWAYS, HIGHWAYS AND UTILITIES	4
A.12	ERRORS AND UNUSUAL CONDITIONS	4
A.13	ALTERATIONS AND ADDITIONS	4
A.14	SUPERVISION	4
A.15	FIELD MEETINGS	4
A.16	PERIODIC AND FINAL INSPECTIONS	5
A.17	ACCEPTANCE BY THE MUNICIPALITY	5
A.18	WARRANTY	5
A.19	TERMINATION OF CONTRACT BY THE MUNICIPALITY	5
A.20	TESTS	6
A.21	POLLUTION	6
A.22	SPECIES AT RISK	6
A.23	ROAD CROSSINGS	6
A.24	LANEWAYS	7
A.25	FENCES	8
A.26	LIVESTOCK	8
A.27	STANDING CROPS	9
A.28	SURPLUS GRAVEL	9
A.29	IRON BARS	9
A.30	RIP-RAP	9
A.31	CLEARING, GRUBBING AND BRUSHING	9
A.32	RESTORATION OF LAWNS	9

DIVISION AGENERAL CONDITIONS

A.1 SCOPE

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Scope of Work, Drawings, General Conditions and other Specifications.

A.2 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Scope of Work must be completed and submitted with the Form of Tender and Agreement. A certified cheque is required as Tender Security, payable to the Treasurer of the Municipality.

All certified cheques, except that of the bidder to whom the work is awarded will be returned within ten (10) days after the tender closing. The certified cheque of the bidder to whom the work is awarded will be retained as Contract Security and returned when the Municipality receives a Completion Certificate for the work.

A certified cheque is not required if the Contractor provides an alternate form of Contract Security such as a Performance Bond for 100% of the amount of the Tender or other satisfactory security, if required/permitted by the Municipality. A Performance Bond may also be required to insure maintenance of the work for a period of one (1) year after the date of the Completion Certificate.

A.3 EXAMINATIONS OF SITE, DRAWINGS AND SPECIFICATIONS

The Tenderer must examine the premises and site to compare them with the Drawings and Specifications in order to satisfy himself of the existing conditions and extent of the work to be done before submission of his Tender. No allowance shall subsequently be made on behalf of the Contractor by reason of any error on his part. Any estimates of quantities shown or indicated on the Drawings, or elsewhere are provided for the convenience of the Tenderer. Any use made of these quantities by the Tenderer in calculating his Tender shall be done at his own risk. The Tenderer for his own protection should check these quantities for accuracy.

The standard specifications (Divisions B through G) shall be considered complementary and where a project is controlled under one of the Divisions, the remaining Divisions will apply for miscellaneous works.



In case of any inconsistency or conflict between the Drawings and Specifications, the following order of precedence shall apply:

- Direction of the Engineer
- Special Provisions (Division H)
- Scope of Work
- Contract Drawings
- Standard Specifications (Divisions B through G)
- General Conditions (Division A)

A.4 PAYMENT

Progress payments equal to 87±% of the value of work completed and materials incorporated in the work will be made to the Contractor monthly. An additional ten per cent (10±%) will be paid 45 days after the final acceptance by the Engineer, and three per cent (3±%) of the Contract price may be reserved by the Municipality as a maintenance holdback for a one (1) year period from the date of the Completion Certificate. A greater percentage of the Contract price may be reserved by the Municipality for the same one (1) year period if in the opinion of the Engineer, particular conditions of the Contract requires such greater holdback.

After the completion of the work, any part of this reserve may be used to correct defects developed within that time from faulty workmanship and materials, provided that notice shall first be given to the Contractor and that he may promptly make good such defects.

A.5 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of any work, the Contractor shall file with the Municipality evidence of compliance with all Municipality insurance requirements (Liability Insurance, WSIB, etc.) for no less than the minimum amounts as stated in the Purchasing Procedures of the Municipality. All insurance coverage shall remain in force for the entire contract period including the warranty period which expires one year after the date of the Completion Certificate.

The following are to be named as co-insured: Successful Contractor

Sub-Contractor

Municipality

Dietrich Engineering Ltd.

A.6 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the performance of the work, by reason of unanticipated difficulties, bad weather, strikes, acts of nature, or other mischances shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.



A.7 COMMENCEMENT AND COMPLETION OF WORK

The work must commence as specified in the Form of Tender and Agreement. If conditions are unsuitable due to poor weather, the Contractor may be required, at the discretion of the Engineer to postpone or halt work until conditions become acceptable and shall not be subject of a claim for additional compensation.

The Contractor shall give the Engineer a minimum of 48 hours notice before commencement of work. The Contractor shall then arrange a meeting to be held on the site with Contractor, Engineer, and affected Landowners to review in detail the construction scheduling and other details of the work.

If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Municipality a minimum of 24 hours notice prior to returning to the project. If any work is commenced without notice to the Engineer, the Contractor shall be fully responsible for all such work undertaken prior to such notification.

The work must proceed in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the Form of Tender and Agreement.

A.8 WORKING AREA AND ACCESS

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For all other areas, the working area available to the Contractor to construct the drain is specified in the Special Provisions (Division H).

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately. Where the Contractor exceeds the specified working widths without authorization, he shall be held responsible for the costs of all additional damages.

If access off an adjacent road allowance is not possible, each Landowner on whose property the drainage works is to be constructed, shall designate access to and from the working area. The Contractor shall not enter any other lands without permission of the Landowner and he shall compensate the Landowner for damage caused by such entry.

A.9 SUB-CONTRACTORS

The Contractor shall not sublet the whole or part of this Contract without the approval of the Engineer.

A.10 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the work (but this shall not include MTO encroachment permits, County Road permits permanent easement or rights of servitude). The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety.



A.11 RAILWAYS, HIGHWAYS AND UTILITIES

A minimum of 72 hours' notice to the Railway or Highways, exclusive of Saturdays, Sundays, and Statutory Holidays, is required by the Contractor prior to any work activities on or affecting the applicable property. In the case of affected Utilities, a minimum of 48 hours' notice to the utility owner is required.

A.12 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error on his own shall be done at his own risk. Any additional cost incurred by the Contractor to remedy the wrong decision on his part shall be borne by the Contractor. The Engineer shall make the alterations necessary to correct errors or to adjust for unusual conditions during which time it will be the Contractor's responsibility to keep his men and equipment gainfully employed elsewhere on the project.

The Contract amount shall be adjusted in accordance with a fair evaluation of the work added or deleted.

A.13 ALTERATIONS AND ADDITIONS

The Engineer shall have the power to make alterations in the work shown or described in the Drawings and Specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the Contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Contractor and the Engineer, but in all cases the Engineer shall maintain the final responsibility for the decision. Such alterations and variations shall in no way render the Contract void. No claims for a variation or alteration in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and notice of such claims made in writing before commencement of such work. In no such case shall the Contractor commence work which he considers to be extra before receiving the Engineer's approval.

A.14 SUPERVISION

The Contractor shall give the work his constant supervision and shall keep a competent foreman in charge at the site.

A.15 FIELD MEETINGS

At the discretion of the Engineer, a field meeting with the Contractor or his representative, the Engineer and with those others that the Engineer deems to be affected, shall be held at the location and time specified by the Engineer.



A.16 PERIODIC AND FINAL INSPECTIONS

Periodic inspections by the Engineer will be made during the performance of the work. If ordered by the Engineer, the Contractor shall expose the drain as needed to facilitate inspection by the Engineer.

Final inspection by the Engineer will be made within twenty (20) days after he has received notice from the Contractor that the work is complete.

A.17 ACCEPTANCE BY THE MUNICIPALITY

Before any work shall be accepted by the Municipality, the Contractor shall correct all deficiencies identified by the Engineer and the Contractor shall leave the site neat and presentable.

A.18 WARRANTY

The Contractor shall repair and make good any damages or faults in the drain that may appear within one (1) year after its completion (as dated on the Completion Certificate) as the result of the imperfect or defective work done or materials furnished if certified by the Engineer as being due to one or both of these causes; but nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the Country, Province or Locality in which the work is being done. Neither the Completion Certificate nor any payment there under, nor any provision in the Contract Documents shall relieve the Contractor from his responsibility.

A.19 TERMINATION OF CONTRACT BY THE MUNICIPALITY

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply additional workmen or materials to commence or complete the works, or if he should fail to make prompt payment to Sub-Contractors, or for material, or labour, or persistently disregards laws, ordinances, or the instruction of the Engineer, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Municipality, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Engineer may deem expedient but without delay or expense. In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work including compensation to the Engineer for his additional services and including the other damages of every name and nature, such excess shall be paid by the Contractor. If such expense will exceed such unpaid balance, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer.



If the Contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the certified cheque bid deposit and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new Tender for the Contract being terminated.

If any unpaid balance and the certified cheque do not match the monies owed by the Contractor upon termination of the Contract, the Municipality may also charge such expense against any money which may thereafter be due to the Contractor from the Municipality.

A.20 TESTS

The cost for the testing of materials supplied to the job by the Contractor shall be borne by the Contractor. The Engineer reserves the right to subject any lengths of any tile or pipe to a competent testing laboratory to ensure the adequacy of the tile or pipe. If any tile supplied by the Contractor is determined to be inadequate to meet the applicable A.S.T.M. standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate tile in the Contract with tile capable of meeting the A.S.T.M. Standards.

A.21 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor shall refuel or repair equipment away from open water.

If polluted material from construction materials or equipment is caused to flow into the drain, the Contractor shall immediately notify the Ministry of the Environment, and proceed with the Ministry's protocols in place to address the situation.

A.22 SPECIES AT RISK

If a Contractor encounters a known Species at Risk as designated by the MNR or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines to deal with the species.

A.23 ROAD CROSSINGS

This specification applies to all road crossings (Municipality, County, Regional, or Highway) where no specific detail is provided on the drawings or in the standard specifications. This specification in no way limits the Road Authority's regulations governing the construction of drains on their Road Allowance.

A.23.1 Road Occupancy Permit

Where applicable, the Contractor must submit an application for a road occupancy permit to the Road Authority and allow a minimum of five (5) working days for its review and issuance.



A.23.2 Road Closure Request and Construction Notification

The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority and the Engineer for reviewand approval a minimum of five (5) working days prior to proceeding with any work on the road allowance. The Contractor shall be responsible for notifying all applicable emergency services, schools, etc. of the road closure or construction taking place.

A.23.3 Traffic Control

The Contractor shall supply flagmen, and warning signs and ensure that detour routes are adequately signed in accordance with no less than the minimum standards as set out in the Ontario Traffic Manual's Book 7.

A.23.4 Weather

No construction shall take place during inclement weather or periods of poor visibility.

A.23.5 Equipment

No construction material and/or equipment is to be left within three (3) metres of the travelled portion of the road overnight or during periods of inclement weather.

If not stated on the drawings, the road crossing shall be constructed by open cut method. Backfill from the top of the cover material over the subsurface pipe or culvert to the under side of the road base shall be Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm. Granular road base materials shall be thoroughly compacted to 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing HL-8 Hot Mix Asphalt patch at a thickness of 50mm or of the same thickness as the existing pavement structure. The asphalt patch shall be flush with the existing roadway on each side and without overlap.

Excavated material from the trench beyond 1.25 metres from the travelled portion or beyond the outside edge of the gravel shoulder may be used as backfill in the trench in the case of covered drains. The material shall be compacted in lifts not exceeding 300mm.

A.24 LANEWAYS

All pipes crossing laneways shall be backfilled with material that is clean, free of foreign material or frozen particles and readily tamped or compacted in place unless otherwise specified. Laneway culverts on open ditch projects shall be backfilled with material that is not easily erodible. All backfill material shall be thoroughly compacted as directed by the Engineer.



Culverts shall be bedded with a minimum of 300mm of granular material. Granular material shall be placed simultaneously on each side of the culvert in lifts not exceeding 150mm in thickness and compacted to 95% Standard Proctor Density. Culverts shall be installed a minimum of 10% of the culvert diameter below design grade with a minimum of 450mm of cover over the pipe unless otherwise noted on the Drawings.

The backfill over culverts and subsurface pipes at all existing laneways that have granular surfaces on open ditch and closed drainage projects shall be surfaced with a minimum of 300mm of Granular "B" material and 150mm of Granular "A" material. All backfill shall be thoroughly compacted as directed by the Engineer. All granular material shall be placed to the full width of the travelled portion.

Any settling of backfilled material shall be repaired by or at the expense of the Contractor during the warranty period of the project and as soon as required.

A.25 FENCES

No earth is to be placed against fences and all fences removed by the Contractor shall be replaced by him in as good a condition as found. Where practical the Contractor shall take down existing fences in good condition at the nearest anchor post and roll it back rather than cutting the fence and attempting to patch it. The replacement of the fences shall be done to the satisfaction of the Engineer. Any fences found in such poor condition where the fence is not salvageable, shall be noted and verified with the Engineer prior to commencement of work.

Fences damaged beyond repair by the Contractor's negligence shall be replaced with new materials, similar to those materials of the existing fence, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the Landowner and the Engineer.

Any fences paralleling an open ditch that are not line fences that hinder the proper working of the excavating machinery, shall be removed and rebuilt by the Landowner at his own expense.

The Contractor shall not leave fences open when he is not at work in the immediate vicinity.

A.26 LIVESTOCK

The Contractor shall provide each landowner with 48 hours notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the Landowner shall be responsible to keep all livestock clear of the construction areas until further notified. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock where the Contractor failed to notify the Landowner, or through negligence or carelessness on the part of the Contractor.



A.27 STANDING CROPS

The Contractor shall be responsible for damages to standing crops which are ready to be harvested or salvaged along the course of the drain and access routes if the Contractor has failed to notify the Landowners 48 hours prior to commencement of the work on that portion of the drain.

A.28 SURPLUS GRAVEL

If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used, the Contractor shall haul away such surplus material.

A.29 IRON BARS

The Contractor is responsible for the cost of an Ontario Land Surveyor to replace any iron bars that are altered or destroyed during the course of the construction.

A.30 RIP-RAP

Rip-rap shall be quarry stone rip-rap material and shall be the sizes specified in the Special Provisions. Broken concrete shall not be used as rip-rap unless otherwise specified.

A.31 CLEARING, GRUBBING AND BRUSHING

This specification applies to all brushing where no specific detail is provided on the drawings or in the Special Provisions.

The Contractor shall clear, brush and stump trees from within the working area that interfere with the installation of the drainage system.

All trees, limbs and brush less than 150mm in diameter shall be mulched. Trees greater than 150mm in diameter shall be cut and neatly stacked in piles designated by the Landowners.

A.32 RESTORATION OF LAWNS

This specification applies to all lawn restoration where no specific detail is provided on the drawings or in the Special Provisions and no allowance for damages has been provided under Section 30 of the Drainage Act RSO 1990 to the affected property.

The Contractor shall supply "high quality grass seed" and the seed shall be broadcast by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of broadcast to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier's recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the Landowner to maintain the area in a manner so as to promote growth.

DIVISION BSPECIFICATIONS FOR OPEN DRAINS

<u>B</u>	CONTENT	<u>PAGE</u>
B.1	ALIGNMENT	1
B.2	PROFILE	1
B.3	EXCAVATION	1
B.4	EXCAVATED MATERIAL	2
B.5	EXCAVATION AT EXISITING BRIDGE AND CULVERT SITES	2
B.6	PIPE CULVERTS	2
B.7	RIP-RAP PROTECTION FOR CULVERTS	3
B.8	CLEARING, GRUBBING AND MULCHING	3
B.9	TRIBUTARY TILE OUTLETS	3
B.10	SEEDING	3
B.11	COMPLETION	4

DIVISION BSPECIFICATIONS FOR OPEN DRAINS

B.1 ALIGNMENT

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless noted on the drawings. Where there are unnecessary bends or irregularities on the existing course of the drain, the Contractor shall contact the Engineer before commencing work to verify the manner in which such irregularities or bends may be removed from the drain. All curves shall be made with a minimum radius of fifteen (15) metres from the centre line of the drain.

B.2 PROFILE

The Profile Drawing shows the depth of cuts from the top of the bank to the final invert of the ditch in metres and decimals of a metre, and also the approximate depth of excavated material from the bottom of the existing ditch to the final invert of the ditch. These cuts are established for the convenience of the Contractor; however, bench marks (established along the course of the drain) will govern the final elevation of the drain. The location and elevation of the bench marks are given on the Profile Drawing. Accurate grade control must be maintained by the Contractor during ditch excavation.

B.3 EXCAVATION

The bottom width and the side slopes of the ditch shall be those shown on the drawings. If the channel cross-section is not specified it shall be a one metre bottom width with 1.5(h):1(v) side slopes. At locations along the drain where the cross section dimensions change, there shall be a transitional length of not less than 10:1 (five metre length to 0.5 metre width differential). Where the width of the bottom of the existing ditch is sufficient to construct the design width, then construction shall proceed without disturbing the existing banks.

Where existing side slopes become unstable, the Contractor shall immediately notify the Engineer. Alternative methods of construction and/or methods of protection will then be determined prior to continuing work.

Where an existing drain is being relocated or where a new drain is being constructed, the Contractor shall strip the topsoil for the full width of the drain, including the location of the spoil pile. Upon completion of levelling, the topsoil shall be spread to an even depth across the full width of the spoil.

An approved hydraulic excavator shall be used to carry out the excavation of the open ditch unless otherwise directed by the Engineer.



B.4 EXCAVATED MATERIAL

Excavated material shall be placed on the low side of the drain or opposite trees and fences. The Contractor shall contact all Landowners before proceeding with the work to verify the location to place and level the excavated material.

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water behind the spoil bank. The excavated material shall be placed and levelled to a maximum depth of 200 mm, unless instructed otherwise and commence a minimum of one (1) metre from the top of the bank. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2(h):1(v). The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue hardship to the farm machinery and farm personnel. No excavated material shall cover any logs, brush, etc. of any kind.

Any stones or boulders which exceed 300mm in diameter shall be removed and disposed of in a location specified by the Landowner.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch or to relocate any portion or all of an existing ditch, the excavated material from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and the old ditch, no extra compensation will be allowed for this work and must be included in the Contractor's lump sum price for the open work.

B.5 EXCAVATION AT EXISITING BRIDGE AND CULVERT SITES

The Contractor shall excavate the drain to the full specified depth under all bridges and to the full width of the structure. Temporary bridges may be carefully removed and left on the bank of the drain but shall be replaced by the Contractor when the excavation is complete. Permanent bridges must, if at all possible, be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Landowner if excavation will expose the footings or otherwise compromise the structural integrity of the structure.

The Contractor shall clean through all pipe culverts to the grade and width specified on the profile.

B.6 PIPE CULVERTS

All pipe culverts shall be installed in accordance with the standard detail drawings. If couplers are required, five corrugation couplers shall be used for up to and including 1200mm diameter pipes and 10 corrugation couplers for greater than 1200mm diameter pipes.

When an existing crossing is being replaced, the Contractor may backfill the new culvert with the existing native material that is free of large rocks and stones. The Contractor is responsible for any damage to a culvert pipe that is a result of rocks or stones in the backfill.



B.7 RIP-RAP PROTECTION FOR CULVERTS

Quarry stone rip-rap shall be used as end treatment for new culverts and placed on geotextile filter material (Mirafi 160N or approved equal). The rip-rap shall be adequately keyed in along the bottom of the slope, and shall extend to the top of the pipe or as directed on the drawings. The maximum slope for rip-rap shall be 1(h):1(v) or as directed by the Engineer.

The Contractor shall be responsible for any defects or damages that may develop in the rip-rap or the earth behind the rip-rap that the Engineer deems to have been fully or partially caused by faulty workmanship or materials.

B.8 CLEARING, GRUBBING AND MULCHING

Prior to excavation, all trees, scrub, fallen timber and debris shall be removed from the side slopes of the ditch and for such a distance on the working side so as to eliminate any interference with the construction of the drain or the spreading of the spoil. The side slopes shall be neatly cut and cleared flush with the slope whether or not they are affected directly by the excavation. With the exception of large stumps causing damage to the drain, the side slopes shall not be grubbed. All other cleared areas shall be grubbed and the stumps put into piles for disposal by the Landowner.

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched. Clearing, grubbing and mulching shall be carried out as a separate operation from the excavation of the ditch, and shall not be completed simultaneously at the same location.

B.9 TRIBUTARY TILE OUTLETS

All tile outlets in existing ditches shall be marked by the Landowner prior to excavation. The Contractor shall guard against damaging the outlets of tributary drains. Any tile drain outlets that were marked or noted on the drawings and are subsequently damaged by the Contractor shall be repaired by the Contractor at his expense. The Landowner shall be responsible for repairs to damaged tile outlets that were not marked.

B.10 SEEDING

The side slopes where disturbed shall be seeded using an approved grass seed mixture. The grass seed shall be applied the same day as the excavation of the open ditch.

Grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO and composed of the following varieties mixed in the proportion by weight as follows:

- 55% Creeping Red Fescue
- 40% Perennial Rye Grass
- 5% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.



B.11 HYDRO SEEDING

The areas specified in the contract document shall be hydro seeded and mulched upon completion of construction in accordance with O.P.S.S. 572.

B.12 HAND SEEDING

Placement of the seed shall be of means of an approved mechanical spreader.

B.13 COMPLETION

At the time of completion and final inspection, all work in the Contract shall have the full dimensions and cross-sections specified without any allowance for caving of banks or sediment in the ditch bottom.

DIVISION CSPECIFICATIONS FOR TILE DRAINS

<u>C</u>	CONTENT	<u>PAGE</u>
C.1	PIPE MATERIALS	1
C.2	ALIGNMENT	1
C.3	PROFILE	2
C.4	EXCAVATION	2
C.5	INSTALLATION	2
C.6	TRENCH CROSSINGS	3
C.7	OUTLET PROTECTION	4
C.8	CATCH BASINS AND JUNCTION BOXES	4
C.9	TRIBUTARY DRAINS	5
C.10	CLEARING, GRUBBING AND MULCHING	5
C.11	ROADS AND LANEWAY SUB-SURFACE CROSSINGS	6
C.12	FILLING IN EXISTING DITCHES	6
C.13	CONSTRUCTION OF GRASSED WATERWAYS	6
C.14	UNSTABLE SOIL	6
C.15	ROCKS	6
C.16	BROKEN OR DAMAGED TILE	7
C.17	RECOMMENDED PRACTICE FOR CONSTRUCTION OF	
	SUBSURFACE DRAINAGE SYSTEMS	7

DIVISION CSPECIFICATIONS FOR TILE DRAINS

C.1 PIPE MATERIALS

C.1.1 Concrete Tile

Concrete drain tile shall conform to the requirements of the most recent A.S.T.M. specification for Heavy-Duty Extra Quality drain tile. All tile with diameters less than 600mm shall have a pipe strength of 1500D. All tile with diameters 600mm or larger shall have a pipe strength of 2000D.

All tile furnished shall be subject to the approval of the Engineer. All rejected tile are to be immediately removed from the site.

C.1.2 High Density Polyethylene (HDPE) Pipe

All HDPE pipe shall be dual-wall corrugated drainage pipe with a smooth inner wall. HDPE pipe shall have a minimum stiffness of 320 kPa at 5% deflection.

Unless otherwise noted, all sealed HDPE pipe shall have a water tight gasketed bell and spigot joining system meeting the minimum requirements of CSA B182.8. Perforated HDPE pipe shall have a soil tight joining system, and shall be enveloped in non-woven geotextile filter sock.

C.2 ALIGNMENT

The Contractor shall contact the Engineer to establish the course of the drain. Where an existing drain is to be removed and replaced by the new drain, or where the new drain is to be installed parallel to an existing drain, the Contractor shall locate the existing drain (including repairing damaged tile caused by locating) at intervals along the course of the drain. The costs of locating shall be included in the tender price.

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other watercourses or at sharp corners, it shall run on a curve of at least 15 metres radius. The new tile drain shall be constructed at an offset from and parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water.

The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where any such existing drain is disturbed or damaged, the Contractor shall perform the necessary repair at his expense.



C.3 PROFILE

Benchmarks have been established along the course of the drain which are to govern the elevations of the drain. The location and elevations of the benchmarks are shown on the drawings. Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times.

When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made.

C.4 EXCAVATION

C.4.1 Wheel machine

Unless otherwise specified, all trenching shall be carried out with a wheel machine approved by the Engineer. The wheel machine shall shape the bottom of the trench to conform to the outside diameter of the pipe. The minimum trench width shall be equal to the outside diameter of the pipe plus 100mm on each side of the pipe, unless otherwise specified. The maximum trench width shall be equal to the outside diameter of the pipe plus 300mm on each side of the pipe, unless otherwise specified.

C.4.2 Scalping

Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capability of the Contractor's wheel machine, he shall lower the surface grade in order that the wheel machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of the topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.

C.4.3 Excavator

Where the use of an excavator is used in-lieu of a wheel machine, the topsoil shall be stripped and replaced in accordance with Item C.4.2. All tile shall be installed on 19mm clear crushed stone bedding placed to a minimum depth of 150mm which has been shaped to conform to the bottom of the pipe. The Contractor shall include the costs of this work in his tender price.

C.5 INSTALLATION

C.5.1 Concrete Tile

The tile is to be laid with close joints and in regular grade and alignment in accordance with the drawings. The tiles are to be bevelled, if necessary to ensure close joints. The inside of the tile is to be kept clear when laid. The sides of the tile are to be supported by partial filling of the trench



(blinding) prior to inspection by the Engineer. No tile shall be backfilled until inspected by the Engineer unless otherwise permitted by the Engineer. The tile shall be backfilled such that a sufficient mound of backfill is placed over the trench to ensure that no depression remains after settling occurs in the backfill.

Where a tile connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a tile drain passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

The Contractor shall supply and wrap all concrete tile joints with Mirafi 160N geotextile filter material as part of this contract. The width of the filter material should be:

- 300mm wide for tile sizes 150mm diameter to 350mm diameter.
- 400mm wide for tile sizes 400mm diameter to 750mm diameter.
- 500mm wide for tile sizes larger than 750mm diameter.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be.

C.5.2 HDPE Pipe

HDPE pipe shall be installed using compacted Granular 'A' bedding or 19mm clear crushed stone bedding from 150mm below the pipe to 300mm above the pipe. All granular material shall be compacted using a suitable mechanical vibratory compactor. Granular bedding and backfill shall be placed in lifts not exceeding 300mm and compacted to at least 95% Standard Proctor Maximum Dry Density (SPMDD).

Where a pipe connects to a catch basin or similar structure, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone under areas backfilled from the underside of the pipe to undisturbed soil. Where a pipe passes through a bore pit, the Contractor shall include in his tender price for the supply and placement of compacted Granular 'A' bedding or 19mm clear crushed stone from the underside of the pipe down to undisturbed soil with the limits of the bore pit.

As determined by the Engineer, unsuitable backfill material must be hauled off-site by the Contractor and Granular "B" shall be used as replacement backfill material.

C.6 TRENCH CROSSINGS

The Contractor shall not cross the backfilled trench with any construction equipment or vehicles, except by one designated crossing location on each property. The Contractor shall ensure that the bedding and backfill material at this designated crossing location is properly placed and compacted so as to adequately support the equipment and vehicles that may cross the trench.



The Contractor may undertake any other approved work to ensure the integrity of the tile at the crossing location. The Contractor shall ensure that no equipment or vehicles travel along the length of the trench. The Contractor shall be responsible for any damage to the new tile caused by the construction of the drain.

C.7 OUTLET PROTECTION

A tile drain outlet into a ditch shall be either HDPE pipe or corrugated steel pipe and shall include a hinged grate for rodent protection. The maximum spacing between bars on the rodent grate shall be 40mm. All corrugated steel outlet pipes shall be bevelled at the end to generally conform to the slope of the ditch bank.

Quarry stone rock rip-rap protection and geotextile filter material (Mirafi 160N), shall be installed around the outlet pipe and extended downstream a minimum distance of three metres, unless otherwise specified. The protection shall extend to the top of the backfilled trench and below the pipe to 300 mm under the streambed. The protection shall also extend 600mm into undisturbed soil on either side of the backfilled trench. In some locations, rip-rap may be required on the bank opposite the outlet.

Where the outlet occurs at the upper end of an open ditch, the rip-rap protection will extend all around the end of the ditch and to a point 800mm downstream on either side. Where heavy overflow is likely to occur, sufficient additional rip-rap and filter material shall be placed as directed by the Engineer to prevent the water cutting around the protection.

C.8 CATCH BASINS AND JUNCTION BOXES

Unless otherwise noted, catch basins shall be in accordance with OPSD 705.010 and 705.030. The catch basin grate shall be a "Birdcage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catch basin with bolts into the concrete. Spacing of bars on grates for use on 600mmX600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmX600mm shall be 90mm.

All catch basins shall be backfilled with compacted Granular 'A' or 19mm clear crushed stone placed to a minimum width of 300mm on all sides. If settling occurs after construction, the Contractor shall supply and place sufficient granular material to maintain the backfill level flush with adjacent ground. The riser sections of the catch basin shall be wrapped with filter cloth.

Quarry stone rip-rap protection shall be placed around all catch basins and shall extend a minimum distance of one (1) metre away from the outer edge of each side of the catch basin, and shall be placed so that the finished surface of the rip-rap is flush with the existing ground.

If there are no existing drains to be connected to the catch basin at the top end of the drain, a plugged tile shall be placed in the upstream wall with the same elevations as the outlet tile.

Junction boxes shall have a minimum cover over the lid of 450mm.



The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. The top of the spill way of the earth berm shall be the same elevation as the high wall of the ditch inlet catch basin. The earth berm shall be covered with 100mm depth of topsoil and seeded with an approved green seed mixture. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 metres each way from all catch basins.

The Contractor shall clean all catch basin sumps after completion of the drain installation. Catch basin markers shall be placed beside each catch basin.

C.9 TRIBUTARY DRAINS

Any tributary tile encountered in the course of the drain is to be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary drains encountered are clean or reasonably clean, they shall be connected into the new drain in accordance with the typical tile drain connection detail. Tributary tile drain connections into the new drain shall be made using high density polyethylene agricultural drain tubing installed on and backfilled with 19mm clear crushed stone. All tile drain connections into the new drain shall be either a cored hole with an insert coupler or a manufactured tee.

Where the existing drains are full of sediment, the decision to connect the tributary drain to the new drain shall be left to the Engineer. The Contractor shall be paid for each tributary drain connection as outlined in the Form of Tender and Agreement.

The Contractor shall be responsible for all tributary tile connections for a period of one year from the date of the Completion Certificate. After construction, any missed tile connections required to be made into the new drain shall be paid at the same rate as defined in the Form of Tender and Agreement. The Contractor will have the option to make any subsequent tile connections or have the Municipality make the required connections and have the cost of which deducted from the holdback.

Where an open ditch is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain.

Where the Contractor is required to connect an existing tile which is not encountered in the course of the drain, the cost of such work shall constitute an extra to the contract.

C.10 CLEARING, GRUBBING AND MULCHING

The Contractor shall clear, brush and stump trees from within the working area.

All trees or limbs 150mm or larger, that is necessary to remove, shall be cut, trimmed and neatly stacked in the working width for the use or disposal by the Landowner. Brush and limbs less than 150mm in diameter shall be mulched.

Clearing, grubbing and mulching shall be carried out as a separate operation from installing the drain, and shall not be completed simultaneously at the same location.



C.11 ROADS AND LANEWAY SUB-SURFACE CROSSINGS

All roads and laneway crossings may be made with an open cut. The Contractor may use original ground as backfill to within 600mm of finished grade only if adequate compaction and if the use of the original ground backfill has been approved beforehand by the Engineer.

C.12 FILLING IN EXISTING DITCHES

The Contractor shall backfill the ditch sufficiently for traversing by farm equipment. If sufficient material is available on-site to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled waterway. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period.

C.13 CONSTRUCTION OF GRASSED WATERWAYS

Where the Contractor is required to construct a grassed waterway, the existing waterway shall be filled in, regraded, shaped and a seed bed prepared prior to applying the grass seed. The grass seed shall be fresh, clean and new crop seed, meeting the requirements of the MTO.

- 55% Creeping Red Fescue
- 15% Perennial Rye Grass
- 27% Kentucky Bluegrass
- 3% White Clover

Grass seed shall be applied at the rate of 100 kg/ha.

C.14 UNSTABLE SOIL

The Contractor shall immediately contact the Engineer if unstable soil is encountered. The Engineer shall, after consultation with the Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

C.15 ROCKS

The Contractor shall immediately contact the Engineer if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a wheel machine. The Engineer shall determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation.

If only scattered large stone or boulders are removed on any project, the Contractor shall either excavate a hole to bury same adjacent to the drain, or he shall haul the stones or boulders to a location designated by the Landowner.



C.16 BROKEN OR DAMAGED TILE

The Contractor shall remove and dispose of all broken (existing or new), damaged or excess tile off site.

C.17 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEMS

Drainage Guide for Ontario, Ministry of Agriculture, Food and Rural Affairs, Publication 29 and its amendments, dealing with the construction of Subsurface Drainage Systems, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other Specifications of the Contract.

DIVISION ESPECIFICATIONS FOR DRAINAGE CROSSINGS BY THE BORING METHOD

<u>E</u>	<u>CONTENT</u>	PAGE
E.1	GENERAL REQUIREMENTS	1
E.2	NOTIFICATION	1
E.3	PIPE	1
E.4	INSTALLATION	1
E.5	AUGER PIT	2
E.6	CONSTRUCTION	2
E.7	ACCEPTANCE	2

DIVISION E

SPECIFICATIONS FOR DRAINAGE CROSSINGS BY THE BORING METHOD

E.1 GENERAL REQUIREMENTS

When a drainage crossing of a Roadway, Railway, etc. is to be carried out by the Boring Method, the following Specifications for this work shall apply. The Authority having jurisdiction over the lands involved with the crossing will supply no labour, equipment or materials for the construction of the crossing unless otherwise specified.

The Contractor shall be fully responsible for availing himself of, and satisfying any further Specifications that may apply to borings affecting the Authority having jurisdiction over the lands involved with the crossing.

E.2 NOTIFICATION

The Contractor shall give the Authority responsible for the lands being crossed at least five (5) days notice before he commences any work on the crossing.

E.3 PIPE

The pipe or casing used in the crossing shall be smooth wall welded steel pipe with a minimum wall thickness as specified on the Plan and Profile. All pipe shall be new and manufactured from weldable steel having a minimum yield strength of 241 MPa. Pipe ends shall be bevel edged in the intrude to an angle of thirty (30) degrees for butt weld splicing. The name or trademark of the manufacturer and the heat number shall be clearly marked in the inside of the section of the pipe.

The pipe shall be of sufficient length so that during placement, no part of any excavation shall be closer than three (3) metres to the edge of a pavement and the slope of the excavation from the edge of shoulder, or other point as specified to the invert of the pipe shall be no less than one (1) metre vertical to one (1) metre horizontal (1:1) [See item E.5 "Auger Pit"].

E.4 INSTALLATION

The pipe or casing shall be placed by means of continuous flight augering inside the casing and simultaneous jacking to advance the casing immediately behind the tip of the auger. Complete augering of a tunnel slightly larger than the pipe and placing the entire length by pulling or jacking after completion of the tunnel will not be acceptable unless the method to be adopted is approved in advance by both the Engineer and the Authority responsible for the lands being crossed.



E.5 AUGER PIT

The pit excavated to accommodate the boring machine shall be so constructed so that the top edge of the pit shall not be closer than three (3) metres to the edge of the pavement. The slope of the pit from the top edge at the shoulder to the bottom of the pit shall not be steeper than one (1) metre vertical to one (1) metre horizontal (1:1). Shoring, sheeting, etc. shall be in accordance with the applicable and most recent Provincial Statutes.

The pit shall be left open for an absolute minimum of time, and if at all possible work shall be so scheduled so that excavation, placement of pipe and backfilling take place in one (1) working day. If this is not possible, every effort should be made to schedule the work so that the pit is not left open for more than one (1) day before and one (1) day after the boring operation.

E.6 CONSTRUCTION

During excavation, every effort should be made to place the top 300 mm of spoil (topsoil) in a separate pile for replacement on top on completion of the backfill operation. If this is not possible or practical, the Contractor shall import and place a minimum of 150 mm of good quality topsoil over the excavated and backfilled area. The finished work shall be left in a clean and orderly condition flush or slightly higher than the adjacent ground so that after settlement, it will conform to the surrounding ground. Excess earth (if any) shall be disposed of as directed by the Engineer and no additional payment will be allotted for such work.

The Contractor shall at his expense supply, erect and maintain suitable and adequate barricades, flashing lights, warning signs and/or flagmen to the satisfaction of the Engineer to adequately warn and protect the motoring public.

Any areas disturbed within the Right-of-Way of a County Road or King's Highway during construction, shall be covered with a minimum of 75 mm of topsoil, fertilized and seeded with an approved grass seed mixture.

E.7 ACCEPTANCE

All work undertaken by the Contractor shall be to the satisfaction of the Engineer.

DIVISION HSPECIAL PROVISIONS

<u>H</u>	CONTENT	PAGE
H.1	GENERAL	1
H.2	UTILITIES	1
H.3	WORKING AREA AND ACCESS	2
H.4	OPEN DITCH WORK	2
H.5	SEEDING	2
H.6	CULVERTS	2
H.7	CLEARING BRUSHING AND MULCHING	2
H.8	TOPSOIL STRIPPING AND FINE GRADING	3
H.9	PIPE, INSTALLATION, BEDDING & BACKFILL	3
H.10	CATCH BASINS & MANHOLES	4
H.11	TILE CONNECTIONS	4
H.12	ROAD CROSSINGS	5
H.13	RIP-RAP	5
H.14	PUMP (FLEMING-MORRISSEY DRAIN)	5



Morrissey, Fleming-Morrissey and Regan Municipal Drains 2018

Reference No. 1536

Special provisions means special directions containing requirements particular to the work not adequately provided for by the standard or supplemental Specifications. Special provisions shall take precedence and govern any standard or supplemental Specifications.

H.1 GENERAL

The Contractor shall notify the Landowners, the Engineer and the Drainage Superintendent fortyeight (48) hours prior to construction and arrange a pre-construction meeting.

The Contractor shall verify the location of the new drainage system with the Engineer and the owners prior to construction.

The Contractor shall check and verify all dimensions and elevations and report any discrepancies to the Engineer prior to proceeding with the work.

All objects or obstructions within the construction working area such as signs, mailboxes, fences, property ornamentals, etc., that interfere with the installation of the drain shall be removed and reerected in the same location or another location satisfactory to the Landowner. Any damages to such objects by the Contractor shall be repaired, replaced, installed and paid for by the Contractor at the discretion of the Engineer.

The Contractor shall be responsible to arrange all traffic control signals, signs and devices that are required for safe and proper traffic management during the installation of the drainage system. Traffic control shall meet the standards of Book 7 of the Ontario Traffic Manual.

The Contractor must maintain access to all driveways along the route of the drain as well as maintain access for all emergency vehicles at all times during construction.

The Contractor shall be responsible for all trench settlement.

H.2 UTILITIES

All utilities shall be located and uncovered in the affected areas by the Contractor prior to construction. Contact Glen Bullock Municipality of North Middlesex with respect to the 50mm diameter waterline along the South side of Mount Carmel Drive.

The locations and elevations of all utilities shown on the drawings are approximate locations. Actual locations and elevations of all utilities must be verified by the Contractor prior to construction.

The Contractor shall arrange to have a representative of the utility owner on site during construction if it is a requirement by the utility owner.



H.3 WORKING AREA AND ACCESS

Each landowner on whose property the drainage work is to be constructed shall designate access to and from the working area.

Open Work (Regan Drain)

The working area for construction purposes shall be a width of 20 metres on the East side of the drain where the excavated material is to be placed and levelled. A working area for placing rip rap shall be a width of 10 metres on the West side of the drain.

Closed Work (Morrissey, Fleming-Morrissey Drain)

The working area for construction purposes shall be an average width of 25 metres along the alignment of the proposed tile drain.

H.4 OPEN DITCH WORK

The Contractor shall clean out the existing open ditch from sta. 0+000 to sta. 0+829. The spoil from the ditch cleanout shall be spread onsite by the Contractor along the ditch banks.

Where the ditch is to be widened the contractor shall strip any available topsoil prior to widening the ditch. The Contractor shall strip the topsoil from the side slopes of the ditch and stockpile onsite. The Contractor shall later spread all available topsoil over the spoil after it is levelled.

The Contractor shall construct a silt trap at the lower end of the drain and maintain it for the duration of construction.

H.5 SEEDING

The Contractor shall hand seed all disturbed ditch banks.

The seed mixture shall be an MTO Roadside mixture of the following proportions:

52% Creeping Red Fescue10% Kentucky Bluegrass35% Perennial Ryegrass3% White Clover

H.6 CULVERTS

Construction of culverts shall occur during low flow or no flow conditions.

Culverts shall be installed in accordance with the details included in the drawing set.

H.7 CLEARING BRUSHING AND MULCHING

The Contractor shall clear, brush and stump trees from within the working area.



All trees, limbs and brush less that 155mm in diameter shall be mulched. Trees greater than 150mm in diameter shall be cut and placed in piles designated by the Landowners.

H.8 TOPSOIL STRIPPING AND FINE GRADING

The Contractor shall strip the topsoil for a minimum width of four metres centred on the proposed tile drain. If a portion of the drain is to be installed by means of an approved hydraulic excavator (due to poor soil conditions), the Contractor shall strip the topsoil for width equal to the top width of the trench, or four metres, which ever is larger.

The Contractor shall stockpile the topsoil and later spread it over the backfilled trench. The Contractor shall ensure that the top soiled trench is left in a condition such that the landowner can perform final restoration using nothing more than farm equipment.

H.9 PIPE, INSTALLATION, BEDDING & BACKFILL

H.9.1 Concrete Field Tile

An approved wheel trencher shall be used to install the concrete field tile.

All concrete tile with diameters less than 600mm shall be Heavy-Duty Extra Quality Concrete Drain Tile 1500D. All 600mm diameter concrete tile shall be 2000D.

All concrete field tile shall be backfilled using native material. The backfill shall not be compacted but a sufficient mound shall be left over the trench by the Contractor to allow for settlement flush with adjacent lands. The Contractor shall be responsible for all trench settlement.

The Contractor shall supply and wrap all concrete tile joints with geotextile filter material as part of this contract. The width of the filter material should be:

- 300mm wide for tile sizes 150mm diameter to 350mm diameter.
- 400mm wide for tile sizes 400mm diameter to 750mm diameter.

The filter material shall completely cover the tile joint and shall have a minimum overlap of 300mm. The type of filter material shall be Mirafi 140NC for clay or loam soil conditions and Mirafi 160N for sandy or silty soil conditions.

H.9.2 High Density Polyethylene Pipe (H.D.P.E.)

An approved hydraulic excavator shall be used for the installation of all H.D.P.E. pipe.

All H.D.P.E. pipe shall be CSA B182.8 320 KPa.

All H.D.P.E. pipe shall have external split coupler joining systems.



All H.D.P.E. pipe shall be installed using 19mm (3/4") crushed stone bedding from 150mm below the pipe to 150mm above the pipe. Suitable native material shall be used as backfill from 150mm above the pipe to the underside of the topsoil.

H.10 CATCH BASINS & MANHOLES

All catch basins shall be precast concrete catch basins (Coldstream Concrete Ltd. or approved equal).

All existing catch basins that are to be removed shall be disposed of off-site by the Contractor.

All catch basins to have 300mm sumps.

The catch basin grate elevations shall be set to the satisfaction of the Engineer.

All catch basin grates shall be fastened to the new catch basins.

All catch basins shall have hot dipped galvanized bird cage grates (Coldstream Concrete Ltd. or approved equal).

Knockouts shall be provided in all catch basins.

All catch basins structures shall be installed on 150mm crushed stone bedding.

Structures within the road allowances shall have 300mm minimum M.T.O. Granular 'B' backfill around all sides up to the underside of the topsoil layer.

Structures on private property shall be backfilled using approved native material up to the underside of the topsoil layer.

All backfill material shall be placed and thoroughly compacted evenly around each structure in lifts not exceeding 300mm so as to minimize settlement around the structures.

The Contractor shall place quarry stone rip-rap material around all sides of catch basins for a width of 1m and shall be placed on an approved geo-textile filter material.

Lifts (modulocs) shall be placed by the Contractor on all catch basins if necessary to achieve the desired elevation when field setting the structures.

All holes for catch basin pipe connections to be cored by the manufacturer.

The Contractor shall be responsible to repair or reapply grout for all grouted connections into any catch basin for a period of one year after the completion certificate has been issued.

H.11 TILE CONNECTIONS

The Contractor shall make all tributary tile drain connections in accordance with the Typical Tile Connection Detail found in the drawing set.



The Contractor shall be responsible for all tile connections for a period of one year after the issuance of the completion certificate. The tile connections required to be made within this warranty period shall be made at the same rate as defined on the Form of Tender and Agreement. After construction, the Contractor will be given the option to make any subsequent tile connections or have the Municipality make said connections and have the costs of which deducted from the holdback.

H.12 ROAD CROSSINGS

The Contractor shall grade the road ditches to the new catch basins. All disturbed areas within the road allowances shall be top soiled and seeded.

H.13 RIP-RAP

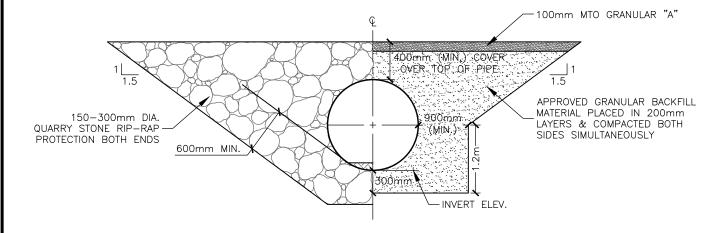
All stone rip-rap material shall be quarry stone 150 mm to 300 mm dia. and placed to a depth of 450 mm. All rip-rap material shall be placed on geo-textile filter material (Mirafi 180N).

H.14 PUMP (FLEMING-MORRISSEY DRAIN)

The Contractor shall decommission the pump at Sta. 0+292. The Contractor shall remove the pumping station and dispose of same off site.

MORRISSEY, FLEMING-MORRISSEY AND REGAN MUNICIPAL DRAINS 2018 LANEWAY CULVERT DETAIL

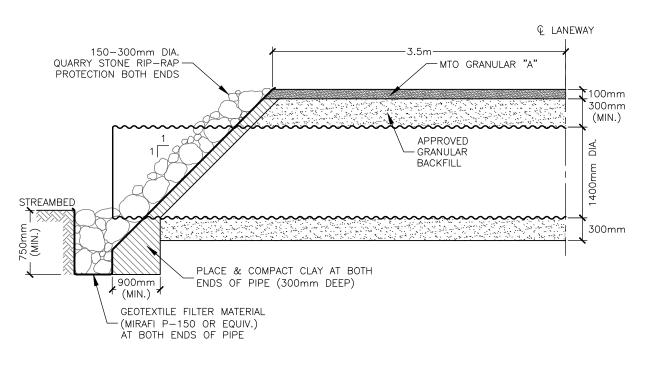
STREAMBED CORRUGATIONS STATION DIAMETER LENGTH **INVERT THICKNESS** 0+692 U.S.E. = 234.711400mm 10m U.S.E. = 234.86125mm x 25mm 2.80mm D.S.E. = 234.69D.S.E. = 234.84



HALF ELEVATION

HALF SECTION

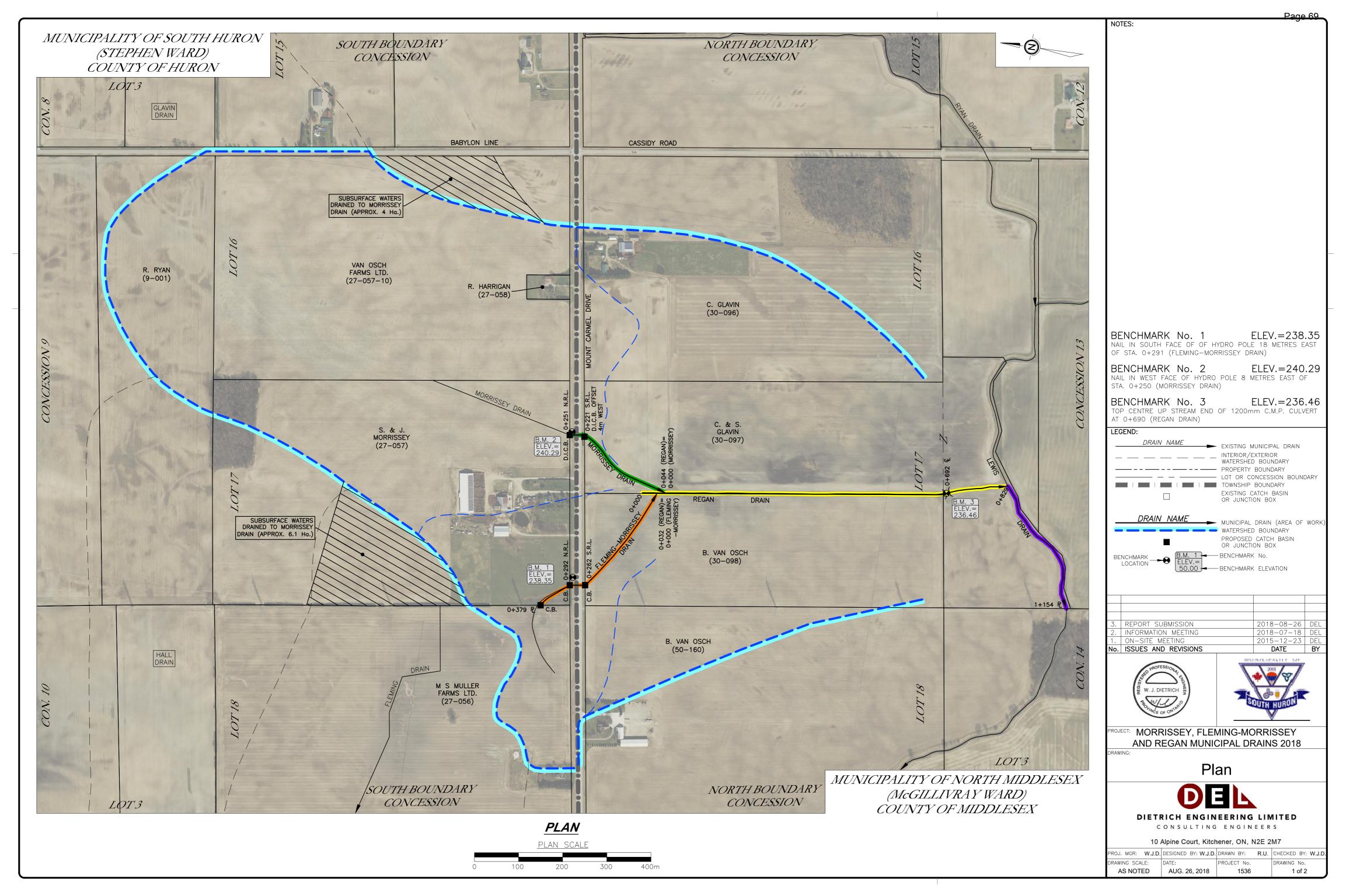
N.T.S.



<u>HALF LONGITUDINAL SECTION</u>

N.T.S.

REFERENCE No. 1536







October 4, 2018

File: L.2.11.

Municipality of South Huron

Attn: Rebekah Msuya-Collison, Deputy Clerk, Corporate Services

Adelaide Metcalfe PO Box 759

322 Main Street South

Exeter, ON

Bluewater

MOINT 130

Central Huron

Dear Ms. Msuya-Collison:

Re: Final Report re: Morrissey, Fleming Morrissey, and Regan Drain 2018 Lot 3, Concession 9 and part Lots 16-18, SBC, Stephen Twp., North Middlesex

& Lot 3, Concession 13 and lots 16-18, NBC, McGillivray Twp., North

Middlesex

Lucan Biddulph

Lambton Shores

Huron East

Middlesex Centre the following comments: We acknowledge receipt of your correspondence regarding the above-noted matter and we advise of

Ontario Regulation 147/06 (Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses

the Conservation Authorities Act pertaining to new Municipal Drainage Reports. An invoice with regards to Ontario Regulation 147/06. February 2004, the ABCA has been charging a review fee of \$300 for reviews under Section 28 of pertaining to this review will follow. We have no concerns with the scope of the work as presented in the report submitted to this office We would like to remind the Municipality that as of

West Perth

South Huron

Perth South

North Middlesex

0+044 of the Regan Drain, and consist of 251m of 600mm tile, upstream across Mount comments below for culvert and cleanout). in the Regan Drain include a bottom cleanout and a culvert replacement (see additional line of Lot 17 and 18, South Boundary Concession, in South Huron's Stephen Ward. Works Drain, and will consist of 379m of 300-450mm tile, upstream to Station 0+379 on the lot Carmel Drive. The Fleming-Morrissey Drain will outlet at Station 0+032 on the Regan Drain and the Fleming-Morrissey Drain. The new Morrissey Drain will commence at Station As we understand, the works consist of the replacement of the existing closed Morrissey

./2



of surface water and for any transported topsoil to settle out. There is potential that the top soil may design elevation is at or below grade with the ground level, which would not allow for the attenuation be immediately lost into the catch basin and piped drain. A total of (5) catch basins will be installed as per the drainage report. The report shows that the

The new drainage coefficient will be 38mm per 24 hours.

comments relating to the open channel are included below and will not require a Notification of Drain Maintenance form. Open channel works will occur from Station 0+000, downstream 829m on the Regan Drain. Specific

threat of downstream and site impacts, including erosion and flooding concerns. your information: The following mitigation measures, in respect to Ontario Regulation 147/06 are intended to minimize the They are listed below for

- \odot taken to a non-regulated area unless prior written permission is given from an Officer of the Shorelines and Watercourses), any spoil materials hauled away from the work site are to be 147/06 (Regulation of Development, Interference with Wetlands and Alterations to While the report specifies that spoils will be leveled, In accordance to Ontario Regulation
- \equiv Leveled spoil should be gapped in low run areas to allow for drainage of flood waters back into the watercourse.
- (ii)place during dry conditions. To minimize potentially negative impacts to the downstream Lewis Drain, works should take
- Ξ Erosion and sediment control measures should be installed prior to construction and remain in features of the drain (rip rap). place until vegetation cover and work site becomes stabilized or as necessary, permanent
- 3 shall occur in the receiving watercourse as a result of these works. There will be no increase in flows resulting from this drainage works. No increased erosion
- (<u>v</u>) Place brush, debris and sediment outside of the floodplain area in such a location as to minimize entry into the channel.
- (vii) Perform work in appropriate flow conditions to minimize debris movement and
- (Viii) germination. herbaceous material while the ground is moist and conditions are appropriate for Any natural areas of disturbed or bare soil should be seeded with native, non-invasive

Specific to the work in the open channel portion:

- (X minimize entry into the channel Place brush, debris and sediment outside of the floodplain area in such a location as to
- 8 Perform work in appropriate flow conditions to minimize debris movement and
- (X: begins and inspect and maintain those measures regularly until all disturbed areas Limit soil movement and erosion; use appropriate control measures before work are

(xii) native, non-invasive herbaceous material while the ground is moist and conditions are Any natural areas of disturbed or bare soil around the outlet should be seeded with appropriate for germination.

Specific to Culvert Removal and Installation on the Regan Drain (Station 0+692):

- Minimize disruption to the channel and bank slopes
- (xiv) Placement of removed material can not impact flow
- Avoid flooding impacts upstream and downstream
- (ivx) Embed culverts and provide appropriately sized and placed erosion protection.
- (iivx) native, non-invasive herbaceous material while the ground is moist and conditions are appropriate for germination. Areas of disturbed/exposed soil where the culvert has been removed should be seeded with

Section 35: Federal Fisheries Act

requirements under the Federal Fisheries Act. Please refer to the following links in regard to the requirements of the Federal Fisheries Act or Self Assessment process for project proponents. This ABCA advice shall not be construed as any form of review or advice in regard to compliance with

http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html

fisheriesprotection@dfo-mpo.gc.ca

Phone: 1-855-852-8320

permits that may be required under federal, provincial or municipal legislation. Further, this correspondence does not release the proponent of the responsibility for obtaining any other

ensure your proposal does not contravene the ESA 2007. Endangered Species Act (ESA 2007). Contact your local Ontario Ministry of Natural Resources office to Please be advised that Endangered Species could be present in this area and are protected under the

Additional information on species at risk can be found at

www.mnr.gov.on.ca/en/Business/Species/index.html

to contact the undersigned at our office I trust this information is clear. However, if you have any questions regarding the above, please do not hesitate

Yours truly,

AUSABLE BAYFIELD CONSERVATION AUTHORITY

DH:dh Water Resources Coordinator Davin Heinbuck