



Arbuckle & Congram Municipal Drains Tender Documents

Closing Date: August 27, 2025 @
12:00 Noon

Headway Engineering

DATA SHEET FOR BIDDERS

<i>Project Name</i>	Arbuckle & Congram Municipal Drains
<i>Tender Closing Date</i>	August 27, 2025 – 12:00 Noon
<i>Owner</i>	Municipality of Morris-Turnberry
<i>Address</i>	41342 Morris Road, PO Box 310 Brussels, Ontario, N0G 1H0
<i>Project Engineer</i>	Headway Engineering
<i>Bid Deposit (amount)</i>	\$7,000
<i>Alternate Bid Security</i>	Performance Bond of 100% of Contract Price (excluding HST)

INFORMATION FOR BIDDERS

1.0 GENERAL

Sealed hard copy bid submissions shall be received by the Clerk of the Municipality of Morris-Turnberry at his office (41342 Morris Road, Brussels, Ontario, N0G 1H0), no later than **Wednesday August 27, 2025 at 12:00 Noon**.

Late Bids shall not be accepted.

The lowest or any Tender shall not necessarily be accepted.

The Bidder is recommended to visit the site of the work before submitting the Tender and shall, by personal examination, satisfy himself as to the local conditions that may be encountered during the construction of the work.

2.0 POINT OF CONTACT

Further information and particulars are available at the office of the Engineers:

Adam Hall
Project Coordinator
adam.hall@headwayeng.ca
Headway Engineering
23-500 Fairway Road South
Suite 308
Kitchener, Ontario N2C 1X3
(226) 243 6614 Ext. 3

3.0 TENDER DOCUMENTS

The latest applicable "Specifications for the Construction of Municipal Drainage Works" are to be considered part of this Tender.

4.0 SUBMISSION DOCUMENTS

The Bidder shall return to the Municipality a completed copy of the 'Scope of Work & Scheduled of Prices' along with the completed Form of Tender and Agreement. For a complete Scope of Work, see the Plans, Profiles, Details, Specifications, and Special Provisions.

The Bidder shall include the appropriate bid security.

5.0 UNBALANCED TENDERS

Tenders which contain zero-dollar unit prices or contain prices which appear to be unbalanced as to be likely to adversely affect the Municipality, may be rejected. Condition bids will be rejected in accordance with the Purchasing By-Law.

6.0 QUALIFICATION OF BIDDERS

Bidders shall be skilled and regularly engaged in work character similar to that covered by the Drawings and Specifications. Key staff assigned to the project shall be experienced and knowledgeable with the specific type of work to be undertaken.

The Contractor shall supply all labour, equipment, and materials to complete the drainage works as shown on the Plans and described in the Specifications.

7.0 TENDER SECURITY

A Bid Deposit (Certified Cheque) in the amount of \$7,000 shall be included with your Bid Submission.

The Bid Deposit is provided as assurance that should the bid be accepted by the Municipality, a Contract will be entered into for the proper performance of the work.

Should the Bidder withdraw his Tender or for any reason default or fail in any matter or thing herein contained, the Municipality shall be at liberty to retain the money deposited by the Bidder to the use of the Municipality, and to accept any other Tender or advertise for new Tenders or carry out the work in any other way as the Municipality may in its sole discretion deem best.

Alternative to a Bid Deposit, the Bidder may furnish an Agreement to Bond, completed, and executed by the Bidder's Surety. The Agreement to Bond shall provide for a Performance Bond for 100% of the Contract Price.

The Successful Bidder shall, prior to execution of the Contract, provide to the Municipality a bond in the amount of 100% of the contract price (excluding HST) guaranteeing the full and faithful performance of the work, including maintenance of the works for the duration of the warranty period and the obligation to indemnify and save harmless the Municipality.

All Agreement to Bonds shall be irrevocable and open for acceptance for 60 days from the date of closing.

8.0 NOTIFICATION OF CONTRACT AWARD

The awarding of the Contract, based on this Tender, shall constitute and be an acceptance of this Tender, and the Municipality shall notify the successful Bidder of the Contract Award. Acceptance of the Tender by the Municipality shall constitute a formal and binding Contract when signed by the Municipality officials.

All certified cheques, except that of the preferred bidder 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 Substantial Performance Certificate for the work.

9.0 RIGHTS RESERVED BY THE MUNICIPALITY

The Municipality reserves the right, in its sole discretion, to reject any or all Tenders, and the lowest Tender will not necessarily be accepted. The Municipality further reserves the right to award to a Bidder submitting a Tender which is not necessarily the lowest. Without restricting the generality of the statement above, the Municipality shall not be required to award or accept any Tender and may, in its sole discretion, and at any time, choose to cancel the Tender.

The Municipality reserves the right to waive any informalities or issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant. Where the Municipality exercises its right to waive herein it may accept the Tender as submitted or may require the Bidder to correct such issue.

FORM OF TENDER AND AGREEMENT

TO: Members of Municipal Council

RE: Construction of the Arbuckle & Congram Municipal Drains

The undersigned, having carefully examined the Plans, Profiles, Specifications and the site of the work, and understanding all conditions, hereby offers to enter into a Contract to supply all materials and to construct the said work for the Municipality complete and ready for use in accordance with the Plan, Profiles and Specifications and all other contract documents as set out in the Contractor's Tender, which Drawings and Specifications form the basis of the proposal for the following prices.

To Wit:

Total Construction Costs	\$
13% H.S.T.	\$
Total Tender	
Arbuckle & Congram Municipal Drains	\$

NOTES:

Work to commence on or before _____

Work will be completed on or before _____

No in water work
between March 15
and July 15

The Contractor shall fill in the above starting and completion dates. Failure to do so may render the Tender liable for rejection by the Municipality.

OFFERED ON BEHALF OF THE CONTRACTOR

ACCEPTED ON BEHALF OF THE MUNICIPALITY

Company _____

Mayor _____

Authorized
Signature _____

Clerk _____

Address _____

Date _____

[Seal]

Telephone () _____

Date _____

This Form of Tender and Agreement when signed and offered by the Contractor shall constitute a formal and binding Contract when accepted and signed on behalf of the Municipality.



Scope of Work & Schedule of Prices

Part A - Arbuckle Drain

Description	Estimated Quantity	\$/Unit	Total
1) Clearing, brushing and mulching	I.s.		\$
2) Open ditch excavation (Sta. 0+200 to Sta. 0+825)	625 m	\$	\$
3) Levelling of excavated material	625 m	\$	\$
4) Hydroseeding of disturbed side slopes	1100 m ²	\$	\$
5) Supply 1600mm diameter CSP with 125mm x 25mm corrugations, 2.8mm thickness, type II aluminized coating	12 m	\$	\$
Installation of 1600mm diameter CSP pipe complete with quarry stone rip-rap protection and geotextile filter material (25m ²) and including the removal and offsite disposal of existing concrete box culvert (Sta. 0+382)	I.s.		\$
Total Construction Costs			
Part A - Arbuckle Drain			\$



Part B - Congram Drain

Description	Estimated Quantity	\$/Unit	Total
1) Clearing, brushing and mulching	I.s.		\$
2) Open ditch excavation (Sta. 0+041 to Sta 0+282)	241 m	\$	\$
3) Levelling of excavated material	241 m	\$	\$
4) Open ditch excavation including stripping and stockpiling top soil (41m) (Outlet Realignment)	180 m ³	\$	\$
5) Fill existing ditch with excavated material from the proposed ditch including stripping topsoil and spreading topsoil over backfilled ditch	180 m ³	\$	\$
6) Hydroseeding of disturbed side slopes	310 m ²	\$	\$
7) Supply and placement of 150 to 300mm diameter quarry stone rock rip-rap and geotextile filter material	30 t	\$	\$
Total Construction Costs			\$
Part B - Congram Drain			\$



Part C - Provisional Items

A Provisional Item is an item that may or may not be required as a part of the Contract. The decision as to whether a Provisional Item will form part of the Contract will be at the discretion of the engineer at time of construction. Payment for Provisional Items will only be made for work authorized in writing by the Engineer. Payment for work performed under a Provisional Item shall be based on the Unit Price bid in the Scope of Work below.

		Estimated		
Description		Quantity	\$/Unit	Total
1)	Quarry stone rip-rap	70 t	\$	\$

Total Construction Costs

Part C - Provisional Items

\$

Summary of Construction Costs

Part A - Arbuckle Drain

\$

Part B - Congram Drain

\$

Part C - Provisional Items

\$

Total Construction Costs

Arbuckle & Congram Municipal Drains

\$



Specifications for the Construction of Municipal Drainage Works

DIVISION A – General Conditions

DIVISION B – Specifications for Open Drains

DIVISION H – Special Provisions



DIVISION A

General Conditions



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General Conditions

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DIVISION A – GENERAL 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 60 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
- Headway Engineering

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 and 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 review and 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

END OF DIVISION



DIVISION B

Specifications for Open Drains



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DIVISION B – SPECIFICATIONS 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 Existing 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.

END OF DIVISION



SPECIAL PROVISIONS

Arbuckle & Congram Municipal Drains



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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 over any standard or supplemental specification.

1.0 GENERAL

The Contractor shall notify the Landowner, the Drainage Superintendent, and the Engineer 48 hours prior to construction.

The Contractor shall arrange a pre-construction meeting and shall invite the Landowners on whose property work will take place, and the Engineer, and the Drainage Superintendent.

The Contractor shall verify the location of the new drainage system with the Engineer and Landowner 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.

The Contractor shall be responsible for settlement within the warranty period.

2.0 UTILITIES

All utilities shall be located and uncovered in the affected areas by the Contractor prior to construction.

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.

3.0 WORKING AREA AND ACCESS

Access to the working area shall be as shown on the attached set of plans, or by the Landowner where an access route is not defined.

The working area shall be an average width of 12 metres along the working side of the drain.

4.0 CLEARING BRUSHING AND MULCHING

The Contractor shall clear, brush and mulch trees from within the working area that interfere with the construction of the drainage system. The Contractor shall not clear all trees within the working area unless the full working width in a specific section is required for the installation of the drain and the Engineer has authorized the full clearing of the trees.

All trees, limbs, and brush less than 150mm in diameter shall be mulched/chipped. Clearing and brushing shall be done prior to the construction of the drain. Trees and branches greater than 150mm in diameter shall be cut into lengths no greater than four metres and placed in nearby stacks designated by the Landowner. Trees removed from road right-of-ways shall be mulched or disposed of offsite by the Contractor.



5.0 OPEN DITCH EXCAVATION

An approved hydraulic excavator shall be used to carry out the excavation of the open ditch. The open ditch shall have a 900mm bottom width and shall be parabolic in shape. The side slopes shall be a 1.5H:1V or flatter.

5.1 Congram Drain Outlet Realignment

Prior to construction of the new channel, the footprint of the proposed realignment of the Congram Drain outlet shall be stripped of topsoil, which shall be stockpiled for later use. The new channel shall have a parabolic cross-section with a 900 mm bottom width and side slopes of 1.5H:1V or flatter.

The Contractor shall place topsoil on the side slopes to a minimum depth of 100 mm and shall apply hydroseeding as soon as practicable following excavation.

The Contractor shall dispose of excess excavated material within the existing Congram Drain outlet, which is to be abandoned and filled. Following placement, topsoil shall be spread over the filled area.

The Contractor shall place quarry stone rock rip-rap over geotextile filter fabric at the upstream end of the existing Congram Drain outlet, which is to be freshly filled.

6.0 EXCAVATED MATERIAL

Excess material shall be spread on the working side to a maximum depth of 200mm in accordance with the typical open ditch cleanout detail included in the drawing set.

7.0 HYDROSEEDING

The Contractor shall supply and spread an approved seed mixture (OPS 803 – Lowland Mix) over the disturbed areas by means of hydroseed and mulch (bonded fibre matrix) using the seed manufacturer's application recommendations. The Contractor shall apply the hydroseed as soon as possible.

8.0 CULVERT INSTALLATION

The Contractor shall install the culverts in accordance with the attached details.

9.0 BANK REPAIR

In areas where high levels of erosion have occurred, the Contractor shall reshape the banks to match typical bank side slopes. The Contractor shall then place geo-textile filter material and stone riprap for long term bank stabilization.

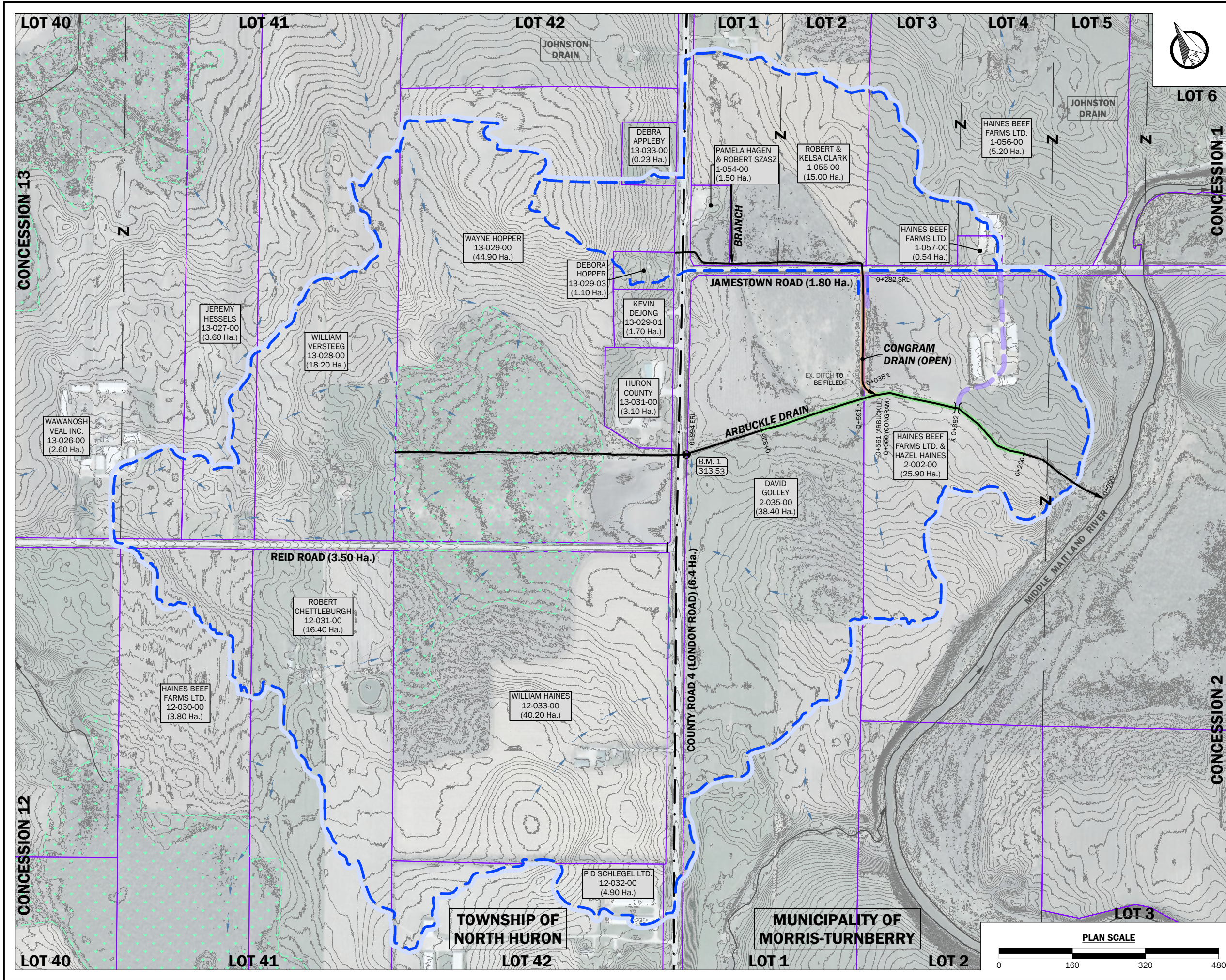
10.0 RIP-RAP

All stone rip-rap material shall be quarry stone 150mm to 300mm diameter and placed to a depth of 300mm, unless otherwise noted. All rip-rap material shall be placed on geo-textile filter material.



11.0 EROSION AND SEDIMENT CONTROL

The Contractor shall provide adequate erosion and sediment control for the duration of construction including monitoring and maintenance of the control measures put in place. The Contractor shall inspect the erosion and sediment control measures regularly, and specifically before predicted rainfall events, and after rainfall events.



MUNICIPALITY OF
MORRIS-TURNBERRY

MORRIS WARD

ARBUCKLE & CONGRAM
MUNICIPAL DRAINS

WATERSHED PLAN

NOTES:

1. THIS MAP WAS CREATED USING COUNTY OF HURON GEOGRAPHIC INFORMATION SYSTEM DIGITAL DATA. THIS MAP IS A SECONDARY PRODUCT WHICH HAS NOT BEEN VERIFIED BY THE COUNTY OF HURON.

2. THE CONTOURS WERE CREATED USING LIDAR DERIVED DIGITAL DATA (2022) FROM LAND INFORMATION ONTARIO.

BENCHMARK DESCRIPTIONS

BENCHMARK No. 1 **ELEV.=313.53**

TOP DOWNSTREAM END OF 1400mm CSP CULVERT (COUNTY ROAD 4) AT STA. 0+997 (ARBUCKLE DRAIN)

LEGEND

LOT/CONCESSION LINE

PROPERTY LINE

TOWNSHIP BOUNDARY

MAJOR WATERSHED BOUNDARY

MINOR WATERSHED BOUNDARY

WETLAND LIMIT

CONSTRUCTION/MAINTENANCE ACCESS

BENCHMARK LOCATION

B.M. 1

123.45

JOHN & JANE SMITH

12-345

(12.3 Ha.)

LANDOWNER NAME(S)

ASSESSMENT ROLL No. (ABBREVIATED)

AREA WITHIN WATERSHED

EXISTING FEATURES:

DRAIN NAME

OPEN DRAIN WITH CROSSING AND FLOW DIRECTION

OVERLAND FLOW PATH

PROPOSED FEATURES:

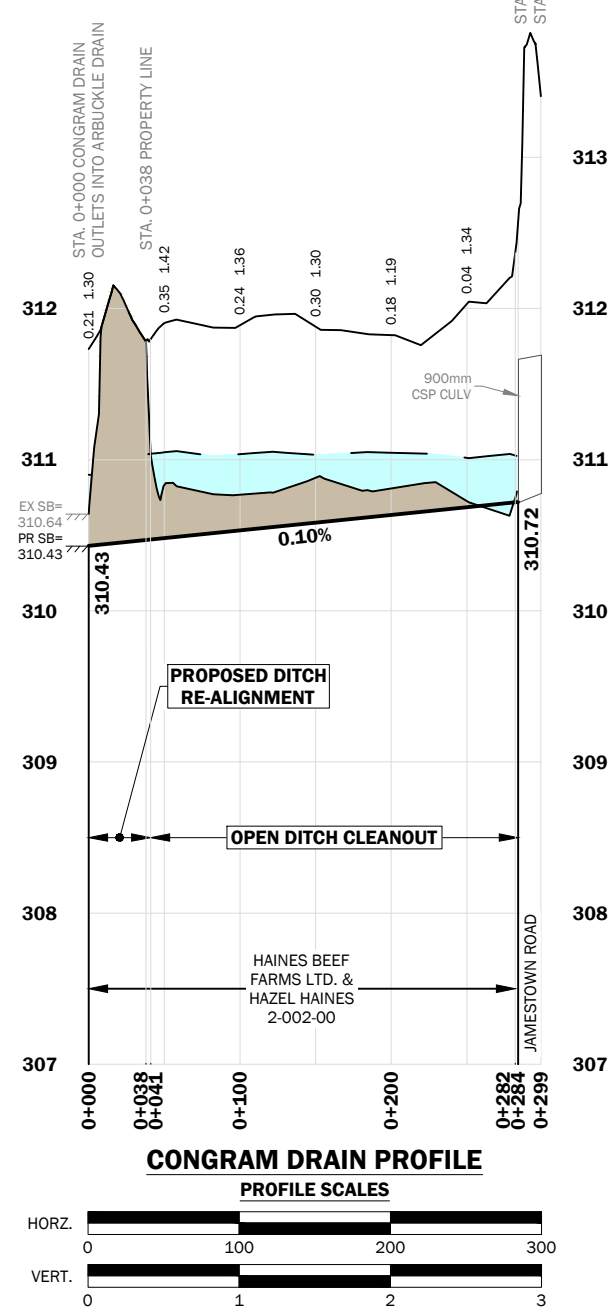
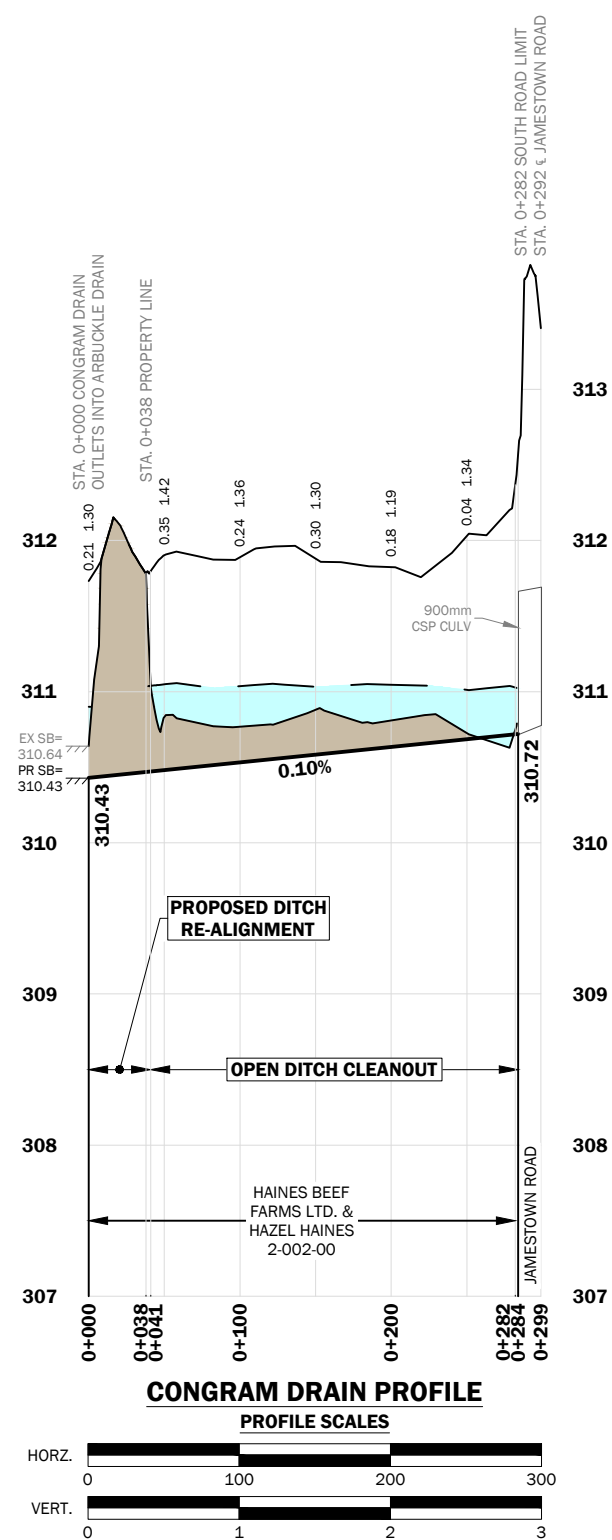
DRAIN NAME

OPEN DRAIN WITH CROSSING AND FLOW DIRECTION

No.	REVISION	DATE (YY-MM-DD)
4	ISSUED FOR TENDER	25-08-13
3	REPORT SUBMISSION	25-06-04
2	PUBLIC INFORMATION MEETING	25-03-05
1	ON-SITE MEETING	24-06-11

DRAWN BY: Z.M.	DESIGNED BY: Z.M.	CHECKED BY: S.B.
DATE: 2025-08-13	REFERENCE No. MT-005	DRAWING No. 1 OF 3

PLAN SCALE



MUNICIPALITY OF
MORRIS-TURNBERRY


MORRIS WARD

ARBuckle & CONGRAM MUNICIPAL DRAINS

PROFILES

BENCHMARK DESCRIPTIONS

BENCHMARK No. 1 **ELEV.=313.53**
TOP DOWNSTREAM END OF 1400mm CSP CULVERT (COUNTY ROAD 4) AT
STA. 0+997 (ARBUCKLE DRAIN)

			
	4	ISSUED FOR TENDER	25-08-13
	3	REPORT SUBMISSION	25-06-04
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DRAWN BY: Z.M.	DESIGNED BY: Z.M.	CHECKED BY: S.B.
DATE: 2025-08-13	REFERENCE No. MT-005	DRAWING No. 2 OF 3

