

**DRAINAGE REPORT  
FOR THE**

**7TH CONCESSION DRAIN  
(KING'S HIGHWAY NO. 3 BRIDGE  
EXTENSION)**

**FORMER TOWNSHIP OF GOSFIELD NORTH  
TOWN OF KINGSVILLE**



**FINAL REPORT  
8 NOVEMBER 2023  
TIM R. OLIVER, P. ENG.  
FILE No. 21-3142**

File No. 21-3142

Members of Council  
Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario  
N9Y 2Y9

**Drainage Report for the  
7TH CONCESSION DRAIN  
(KING'S HIGHWAY NO. 3 BRIDGE EXTENSION)  
Former Township of Gosfield North  
Now In the Town of Kingsville**

Mayor and Members of Council:

**Instructions**

The Municipality received a request on 10 July 2023 from the Ministry of Transportation Ontario for the extension of the King's Highway No. 3 bridge over the 7th Concession Drain. The proposed drainage works are required to facilitate the King's Highway No. 3 widening. Council accepted the request under Section 78(5) of the Drainage Act for minor improvements to a drainage works and on 14 August, 2023 appointed Dillon Consulting Limited to prepare a report.

**Ontario Regulation 500/21**

We have assessed the applicability of Section 78(5) of the Drainage Act and find the proposed works satisfy the requirements for minor improvement work as described in Subsection 7 of O.Reg 500/21 Part II.

**Watershed Description**

The 7th Concession Drain consists of an open drain commencing just to the west of Lot 266 & Lot 267, Concession S.T.R. It flows westerly along the northerly limit of South Talbot Road for a distance of approximately 970 metres where it then turns south crossing South Talbot Road and King's Highway No. 3. The drain then proceeds along the northerly limit of Road 7 West to its outlet into the Old No. 47 Drain. The upstream drainage area for the said highway bridge is approximately 180 hectares (445 acres). The surficial soils are predominantly Brookston Clay which is defined as having poor drainage.

**Drain History**

The recent history of Engineers' reports for the 7th Concession Drain follows:

- **6 February, 1984 by William J. Setterington, P.Eng.:** The report recommended the repair and improvement of the drain including sediment removal and drain bank washout repairs. This serves as the current report for the 7<sup>th</sup> Concession Drain and is governed under by-law.



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## **Survey**

Our survey and examination of the 7th Concession Drain was carried out in July 2023. The survey comprised the recording of topographic data and examining the channel for available depth necessary to provide sufficient drainage.

## **Design Considerations**

The size of the highway bridge extension is to match the existing bridge opening dimensions, being 3660 mm span x 1830 mm rise using a 3660 mm span x 2375 mm rise 32.2 m in length precast concrete box culvert embedded sufficiently so that the soffit elevations match up for the downstream extension. The upstream bridge extension is 3660 mm x 1830 mm open footing concrete culvert and 5.9 m in length, both to accommodate road widening and construction of the new east bound lanes for the King's Highway No. 3 by-pass. Both the upstream and downstream ends of the bridge shall include skewed culvert ends and cast-in-place concrete wingwalls complete with erosion protection (R50) within entire drain channel. The downstream portion of the bridge extension is recommended to be embedded to a minimum of 600 mm to facilitate the placement of river stone substrate in the bottom of the embedded culvert portion for fish habitat considerations. The upstream portion of the bridge extensions to consist of an open footing structure of matching span and rise dimensions to the existing bridge and river stone substrate to a minimum of 400 mm thickness in the bottom of the culvert to the footing elevations.

The MTO design criteria for rural arterial road bridges is to convey a 1 in 25 year event such that approximately 1 metre of freeboard is provided from the high water level to the edge of the travelled lane. This criterion was used to assess the affects the culvert extensions may have on the upstream high water level. For the upstream portion of the 7<sup>th</sup> Concession Drain beyond the highway bridge, it presently has less than a 1 in 25 year storm capacity.

A Drainage, Hydrology/Hydraulics and Stormwater Management Report was completed by Dillon Consulting Limited (October 2023) to document the expected high water levels in the drain upstream in both an existing and proposed condition. The report identified that the existing culvert currently does not meet the MTO freeboard design criteria, and that the high water level is dependent on tailwater condition created by the limited capacity of the downstream 7<sup>th</sup> Concession Road Drain, and not the size of the culvert. To achieve MTO's freeboard design criteria, the road elevation would need to be raised, which MTO has expressed to not be economically feasible. Extension of the culvert was found to have a negligible increase in the 25 year storm water elevation and therefore no adverse impacts to the upstream lands served by the 7<sup>th</sup> Concession Drain.

## **Allowances**

In accordance with Sections 29 and 30 of the Drainage Act, we do not anticipate any agricultural lands being damaged or used as a result of the proposed drainage works. Any damage to the roadway or existing grassed areas shall be restored to original conditions as part of the work. Therefore, 'Schedule B' for Allowances has not been included in this report.

## **Recommendations and Cost Estimate**

Based on our review of the history, the information obtained from our examination and analysis of the survey data, we recommend that the 7th Concession Drain be repaired and improved as described below:

Item	Description	Amount
	<b><u>BRIDGE WORKS</u></b>	
1.	Road Bridge Extension Work, as follows:	
	a) <u>Downstream Bridge Extension (King's Highway No. 3)</u> - Supply and installation of a new 32.2 m long, 3660 mm x 2375 mm precast concrete box culvert connected to the existing bridge with flush end, complete with skewed outlet end, waterproofing membrane and protection board, including a 100 mm concrete mud slab, compacted Granular 'A' bedding (min. 300mm thickness), compacted full Granular 'B' Type II backfill up to road subgrade, new cast-in-place concrete wingwalls and erosion protection (R50) rip rap within entire drain channel fully lined beyond the culvert for a minimum 5 m distance and minimum 350 mm thickness. Work shall also include a 600 mm layer of river stone (average D50 stone) in the bottom of the new culvert. Work to include fine grading, seeding and restoration of all disturbed areas. The work shall also include drain bottom cleanout and the flushing and the cleaning of the existing 33.26 m long bridge and the removal off-site of all excess materials not suitable for bridge backfill.	\$665,000.00
	b) <u>Upstream Bridge Extension (King's Highway No. 3)</u> - Supply and installation on the south side of a new 5.9 m long, 3660 mm x 1830 mm open footing concrete culvert connected to the existing bridge with skewed end, complete with waterproofing membrane and protection board, compacted Granular 'A' bedding (min. 300 mm thickness), compacted full Granular 'B' Type II backfill up to road subgrade, new cast-in-place concrete wingwalls and erosion protection (R50) rip rap within entire drain channel fully lined beyond culvert for a minimum 5 m distance and minimum 350 mm thickness. Work shall also include a 400 mm layer of river stone (average D50 stone) below the top of bridge footing. Work to include fine grading, seeding and restoration of all disturbed areas. The work shall also include drain bottom cleanout between the highway culvert and existing culvert under South Talbot Road.	\$160,000.00
2.	Temporary silt control measures during construction.	<u>\$5,000.00</u>
	<b>SUB-TOTAL</b>	<b>\$830,000.00</b>
3.	Report, Assessments and Final Inspection.	\$9,500.00
4.	Expenses and Incidentals.	\$500.00

Item	Description	Amount
	<b>TOTAL ESTIMATE – 7TH CONCESSION DRAIN (excluding Net HST)</b>	<b>\$840,000.00</b>

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing of the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

We further recommend the King’s Highway No. 3 bridge and associated extensions thereof be incorporated as part of the 7th Concession Drain. The culvert alignment was already established in the 1984 report.

### **Assessment of Costs**

The individual assessments are comprised of three (3) assessment components:

- i. Benefit (*advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain*).
- ii. Outlet Liability (*part of cost required to provide outlet for lands and roads*).
- iii. Special Benefit (*additional work or feature that may not affect function of the drain*).

We have assessed the estimated costs for the improvements to the 7<sup>th</sup> Concession Drain bridge extensions against the affected roads as listed in Schedule 'C' under "Special Benefit." Details of the Special Benefit assessment listed are provided in the Assessment Rationale below.

### **Assessment Rationale**

Special Benefit assessment shown in Schedule ‘C’ was derived as follows:

1. As the bridge works are only required for the proposed highway widening, we have assessed 100% of the costs to the Ministry of Transportation Ontario in accordance with Section 26 of the Drainage Act as a non-pro ratable assessment. Since there are no special benefit assessments to other landowners, Schedule ‘D’ for the purposes of Special Benefit details has been omitted from this report.

### **Future Maintenance**

After completion, the road bridge shall be maintained by the Ministry of Transportation Ontario for 100% of the costs, subject of course, to any variations that may be made under the authority of the Drainage Act. Since there is no assessment of costs to the other landowners on the drain, Schedule ‘E’ for the purposes of future maintenance has been omitted from this report.

### **Drawings and Specifications**

Attached to this report is Schedule ‘F’, which are Specifications setting out the details of the recommended works and Schedule ‘G’ which represent the drawings that are attached to this report.

**Page 1 of 2 – Bridge Extension Plan**

**Page 2 of 2 – Bridge Extension Details**

The contract drawings for the highway bridge extension (denoted as Culvert No. SC6) are appended to this report as Schedule ‘H’.

### **Construction Drawings and Specifications**

The work included in this report will be performed under the provincial contract for the Widening of King’s Highway No. 3 starting from 0.8 km west of Cameron Sideroad and continuing easterly to 1.8 km west of County

Road No. 31. Bridge drawings have been prepared for the construction complete with associated specifications which shall adhere to the elevations, alignment, sizes, materials and location and generally be in compliance with this report.

### **Approvals**

The construction and/or improvement to a drainage works, including repair and maintenance activities, and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality's behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

### **Agency Reviews**

The Essex Region Conservation Authority (ERCA) has been previously notified and provided the opportunity to review the proposed drainage works outlined within a draft report dated October 30, 2023. An application for permit and associated fee payment is not required for provincial undertakings. The Town of Kingsville will subsequently give notice to ERCA and other prescribed persons of an upcoming meeting of Council that will consider and adopt the final report, at which time this meeting is an opportunity to provide input.

Correspondence received from the Department of the Fisheries and Oceans (DFO) on February 9, 2023 (Letter of Advice approval) is included herein as Schedule 'A-1' of this report. Specifically, for the 7<sup>th</sup> Concession Drain the measures to be implemented to avoid and mitigate the potential for prohibited effects to fish and fish habitat will not require an authorization under the *Fisheries Act* or permit under the *Species at Risk Act*.

Respectfully submitted,

### **DILLON CONSULTING LIMITED**



Tim R. Oliver, P.Eng.  
TRO:wlb/jns



## SCHEDULE 'A-1'



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Ontario and Prairies Region  
Fish and Fish Habitat  
Protection Program  
867 Lakeshore Road  
Burlington, ON L7S 1A1

Région de l'Ontario et des Prairies  
Programme de la protection  
du poisson et de son habitat  
867 Lakeshore Road  
Burlington, ON L7S 1A1

February 9, 2023

*Our file*      *Notre référence*

22-HCAA-02304

Ontario Ministry of Transportation  
ATTENTION: Michael Nadeau  
659 Exeter Road  
London, Ontario, N6E 1L3

**Subject: Drain Realignments and Culvert Replacements, Two Drains, Class C and F, Essex County – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat**

Dear Michael Nadeau:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on July 28, 2022. We understand that you propose to:

- Infill an ~675m<sup>2</sup> (~283 linear meter) section of Lane Drain and realign the drain east of its current position resulting in ~650m<sup>2</sup> (~287 linear meter) of analogous habitat;
- Relocate and resize the Lane Drain culvert under Highway 3 resulting in a 61.3m long, 2.74m wide, and 1.52m tall concrete box culvert;
- Infill an ~440m<sup>2</sup> (~440 linear meters) section of 7<sup>th</sup> Concession Road Drain and realign east of its current position resulting in ~725m<sup>2</sup> (~435 linear meters) of analogous habitat;
- Relocate and resize the 7<sup>th</sup> Concession Road Drain east of its current position resulting in a 63.20m long, 3.05m wide, and 1.52m tall concrete box culvert;
- Relocate and resize one 7<sup>th</sup> Concession Road Drain culvert downstream of Highway 3 to the east resulting in a 17.65m long and 1.20m diameter CSP culvert; and
- Perform a total of four fish rescues (two per drain) in order to complete work in the dry if necessary.

Our review considered the following information:

- Request for review form submitted to DFO on July 28, 2022; and

Canada

- Email and telephone correspondence between Colby Nolan (DFO), Kelly Evertsen (GHD), Ian Dobrindt (GHD), Jordan Widmaier (GHD), and Chris Evans (MTO) from September 22, 2022 to December 15, 2022.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and
- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*.

The aforementioned outcomes are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend implementing the measures outlined in your plan, in addition to the following listed below:

- Plan in-water work, undertaking or activity to respect timing windows (i.e. NO in-water work between March 15 – July 15);
- Develop and implement an Erosion and Sediment Control Plan to avoid the introduction of sediment into any waterbody during all phases of the work, undertaking or activity;
  - Conduct works during low or no flow;
  - Schedule work to avoid wet, windy, and rainy periods that may increase erosion and sedimentation;
  - Work in the dry where possible;
- Restore the banks and riparian vegetation to their natural state, with native species suitable for the site;
- Screen intake pipes to prevent entrainment or impingement of fish.
  - Follow the Interim code of practice: End of pipe fish protection screens for small water intakes in freshwater, when using pumps; and
- Retain a qualified environmental professional to ensure appropriate protocols are applied and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding of the coffer dams occur.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal will not require an authorization under the *Fisheries Act* or permit under the *Species at Risk Act*.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant



to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, the *Species at Risk Act* and the *Aquatic Invasive Species Regulations*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to (<http://www.dfo-mpo.gc.ca/pnw-ppe/contact-eng.html>).

Notify this office at least 10 days before starting any in-water works. Send your notification to Colby Nolan ([Colby.Nolan@dfo-mpo.gc.ca](mailto:Colby.Nolan@dfo-mpo.gc.ca)) and the DFO 10 notification mailbox: [DFO.OP.10DayNotification-Notification10Jours.OP.MPO@dfo-mpo.gc.ca](mailto:DFO.OP.10DayNotification-Notification10Jours.OP.MPO@dfo-mpo.gc.ca). A copy of this letter should be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Colby Nolan at our Burlington office at (289) 439-0872, or by email at [Colby.Nolan@dfo-mpo.gc.ca](mailto:Colby.Nolan@dfo-mpo.gc.ca). Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,



A/Senior Biologist

CC: Kelly Evertsen – GHD  
Chris Evans – MTO  
Ian Dobrindt – GHD  
Colby Nolan – DFO

**"SCHEDULE C"**  
**SCHEDULE OF ASSESSMENT**  
**7TH CONCESSION DRAIN (KINGS HIGHWAY NO.3 BRIDGE EXTENSION)**  
**TOWN OF KINGSVILLE**

**SECTION 26 INCREASED COSTS - NON PRO-RATABLE**

Description	Owner	Special Benefit	Benefit	Outlet	Total Assessment
King's Highway No. 3	Ministry of Transportation Ontario	\$840,000.00	\$0.00	\$0.00	\$840,000.00
Total Section 26 Increased Costs (Non Pro-ratable).....		\$840,000.00	\$0.00	\$0.00	\$840,000.00
<b>TOTAL ASSESSMENT .....</b>		<b>\$840,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$840,000.00</b>

“SCHEDULE F”  
DRAINAGE REPORT FOR THE  
**7TH CONCESSION DRAIN (KING’S HIGHWAY NO. 3)**  
TOWN OF KINGSVILLE

**SPECIAL PROVISIONS - GENERAL**

**1.0 GENERAL SPECIFICATIONS**

The General Specifications attached hereto is part of “Schedule F.” It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

**2.0 DESCRIPTION OF WORK**

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour, equipment and materials** to complete the following items:

**BRIDGE WORKS**

- Road Bridge Extension Work, as follows:
  - Downstream Bridge Extension (King’s Highway No. 3) - Supply and installation of a new 32.2 m long, 3660 mm x 2375 mm precast concrete box culvert connected to the existing bridge with flush end, complete with skewed outlet end, waterproofing membrane and protection board, including a 100 mm concrete mud slab, compacted Granular ‘A’ bedding (min. 300mm thickness), compacted full Granular ‘B’ Type II backfill up to road subgrade, new cast-in-place concrete wingwalls and erosion protection (R50) rip rap within entire drain channel fully lined beyond the culvert for a minimum 5 m distance and minimum 350 mm thickness. Work shall also include a 600 mm layer of river stone (average D50 stone) in the bottom of the new culvert. Work to include fine grading, seeding and restoration of all disturbed areas. The work shall also include drain bottom cleanout and the flushing and the cleaning of the existing 33.26 m long bridge and the removal off-site of all excess materials not suitable for bridge backfill.
  - Upstream Bridge Extension (King’s Highway No. 3) - Supply and installation on the south side of a new 5.9 m long, 3660 mm x 1830 mm open footing concrete culvert connected to the existing bridge with skewed end, complete with waterproofing membrane and protection board, compacted Granular ‘A’ bedding (min. 300 mm thickness), compacted full Granular ‘B’ Type II backfill up to road subgrade, new cast-in-place concrete wingwalls and erosion protection (R50) rip rap within entire drain channel fully lined beyond the culvert for a minimum 5 m distance and minimum 350 mm thickness. Work shall also include a 400 mm layer of river stone (average D50 stone) below the top of bridge footing. Work to include fine grading, seeding and restoration of all disturbed areas. The work shall also include drain bottom cleanout between the highway culvert and existing culvert under South Talbot Road.
- Temporary silt control measures during construction.

### 3.0 ACCESS TO THE WORK

Access to the drain shall be from the King's Highway No. 3 right-of-way. The Contractor shall make his/her own arrangements for any additional access for his/her convenience. All grass areas disturbed shall be restored to original conditions at the Contractor's expense.

### 4.0 WORKING AREA

The working area for both construction and future maintenance purposes shall be restricted to the road right-of-way. **Any damages to lands and/or roads from the Contractor's work within the working areas for the new bridge site shall be rectified to pre-existing conditions at his/her expense.**

### 5.0 ROAD BRIDGE EXTENSION CONSTRUCTION

#### 5.1 Location

The bridge shall be located and installed as shown on the drawings attached hereto.

#### 5.2 Materials

Materials shall be as follows:

<i>Downstream Culvert</i>	<i>New 32.2 m long, 3660 mm x 2375 mm reinforced precast concrete box culvert per OPSS 1821 or CHBDC CAN/CSA S6-06 standards where applicable.</i>
<i>Upstream Culvert</i>	<i>New 5.9 m long, 3660 mm x 1830 mm reinforced concrete open footing culvert per OPSS 1821 or CHBDC CAN/CSA S6-06 standards where applicable.</i>
<i>Culvert Bedding</i>	<i>Granular 'A' conforming to OPSS Division 10.</i>
<i>Culvert Backfill</i>	<i>Granular 'B' conforming to OPSS Division 10.</i>
<i>Erosion Stone</i>	<i>All stone to be used for erosion protection shall be R-50 clear quarried rock per OPSS 1004, minimum 350 mm thickness.</i>
<i>Filter Fabric</i>	<i>"Non-Woven" geotextile filter fabric with a minimum strength equal or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC, or approved equivalent.</i>

#### 5.3 Culvert Installation

Suitable dykes shall be constructed in the drain so that the installation of the culvert can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density.

#### 5.4 Vertical Cast-in-Place Concrete Wingwalls

The wingwalls shall be designed by the Contractor. The Contractor shall retain a Professional Engineer from which a Professional engineer's stamped shop drawings shall be submitted to the MTO for review and approval prior to construction.

## 5.5 Erosion Protection

Erosion Protection within the drain channel shall be constructed of quarry stone rip-rap (R50), as shown on the drawings and as specified herein. The size of the riprap shall mostly vary between 150 mm and 250 mm in diameter. The riprap shall be sloped 1 vertical to 1.5 horizontal, with a filter fabric underlay and spanning across the entire width of the drain for a minimum 5.0 m distance beyond the end of the culvert. The minimum thickness requirement of the erosion stone layer is 350 mm, with no portion of the filter fabric to be exposed.

## 5.6 Lateral Tile Drains

The Contractor shall re-route any outlet tile drains, in consultation with the Drainage Superintendent, as required to accommodate the new culverts. Tile drain outlets through the wall of the new culvert will not be permitted. All costs associated with re-routing lateral tile drains (if any) shall be at the Contractor's expense.

## 5.7 Seeding

All existing grassed areas disturbed by construction shall be seeded as specified herein. The existing ground surface to be seeded shall be loosened to a depth of 25 mm and shall be rendered uniformly loose for that 25 mm depth. The surface shall be predominantly fine and free from weeds and other unwanted vegetation. All other loose surface litter shall be removed and disposed of. If mulching is required, it shall be carried out by the contractor as part of the item's tendered price.

Grass seed shall be Canada No. 1 grass seed mixture meeting the requirements of a Waterway Slough Mixture as supplied by Growmark or approved equal, as follows:

<i>Creeping Red Fescue</i>	20%
<i>Meadow Fescue</i>	30%
<i>Tall Fescue</i>	30%
<i>Timothy</i>	10%
<i>White Clover</i>	10%

Bags shall bear the label of the supplier indicating the content by species, grade and mass. Seed shall be applied at a rate of 200 kg per 10,000 m<sup>2</sup>.

Fertilizer shall be 8-32-16 applied at 350 kg per 10,000 m<sup>2</sup>. It shall be in granular form, dry, free from lumps and in bags bearing the label of the manufacturer, indicating mass and analysis.

**The seeding shall be deemed "Completed by the Contractor" when the seed has established in all areas to the satisfaction of the Engineer. Re-seeding and/or other methods required to establish the grass will be given consideration to achieve the end result and the costs shall be incidental to the works.**

## 5.8 Site Cleanup and Restoration

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

## **GENERAL SPECIFICATIONS**

### **1.0 AGREEMENT AND GENERAL CONDITIONS**

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

### **2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his/her tender.

### **3.0 MAINTENANCE PERIOD**

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

### **4.0 GENERAL CO-ORDINATION**

The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

### **5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES**

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage.

All work on or adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

## **6.0 CONTRACTOR'S LIABILITY**

The Contractor, his/her agents and all workmen or persons under his/her control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

## **7.0 PROPERTY BARS AND SURVEY MONUMENTS**

The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

## **8.0 MAINTENANCE OF FLOW**

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

## **9.0 ONTARIO PROVINCIAL STANDARDS**

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical Manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

## **10.0 APPROVALS, PERMITS AND NOTICES**

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

## **11.0 TRAFFIC CONTROL**

The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress. All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue," under the "Title," enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access

Key," once open look for the "Attachment," click the pdf file. Users require Adobe Acrobat to view all pdf files.

**Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.**

## **12.0 SITE CLEANUP AND RESTORATION**

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

## **13.0 UTILITY RELOCATION WORKS**

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

## **14.0 FINAL INSPECTION**

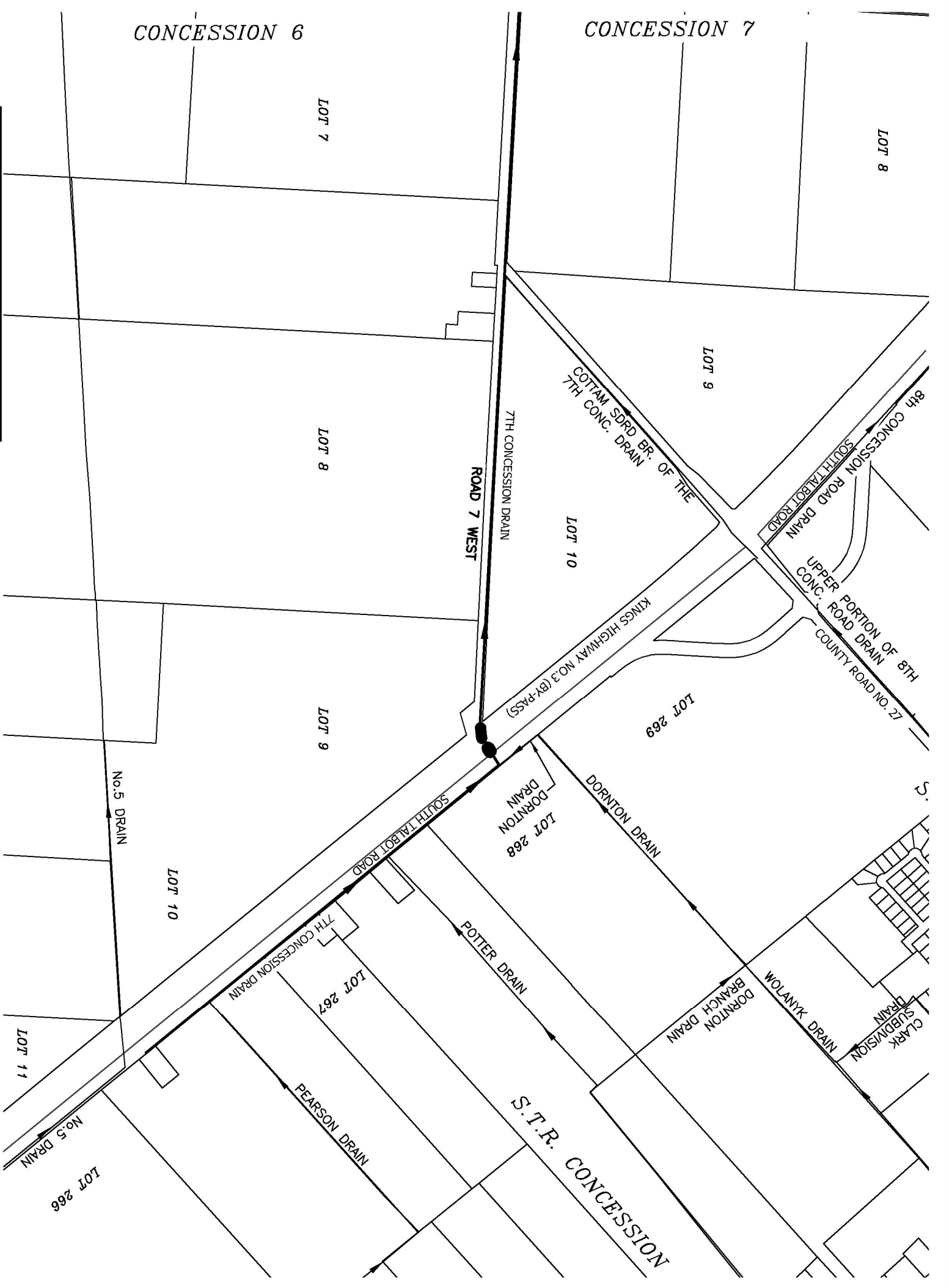
All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

## **15.0 FISHERIES CONCERNS**

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.





**LEGEND**

- 7th CONCESSION DRAIN
- OTHER DRAINS
- BRIDGE EXTENSION

PLAN  
SCALE = 1:10000



PLAN  
NORTH

SCHEDULE G

**Conditions of Use**

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	DESCRIPTION	DATE	BY	DESIGN	REVIEWED BY
1	CLIENT REVIEW	OCT/30/23	TRD	JNS	TRD
2	FINAL REPORT SUBMISSION	NOV. 8/23	TRD	OEM	MDH

**DILLON CONSULTING**

PROJECT NO: 21-3142

DRAWING SCALES BASED ON A 11" X 17" SHEET

Drainage Report for the  
**7th CONCESSION DRAIN**  
Town of Kingsville

SHEET TITLE  
**BRIDGE EXTENSION PLAN**

PAGE NO  
1 of 2



**Conditions of Use**  
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 Do not scale dimensions from drawing.  
 Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	DESCRIPTION	DATE	BY
1	CLIENT REVIEW	OCT/30/23	TRO
2	FINAL REPORT SUBMISSION	NOV. 8/23	TRO

DESIGN	REVIEWED BY
OEM	MDH
DRAWN	CHECKED BY
JNS	TRO
DATE	SCALE
November 8, 2023	AS SHOWN

**DILLON CONSULTING**

Drainage Report for the  
**7TH CONCESSION DRAIN**  
 Town of Kingsville

PROJECT NO. 21-3142  
 DRAWING SCALES BASED ON A 11" X 17" SHEET

SHEET TITLE  
**BRIDGE EXTENSION DETAIL**

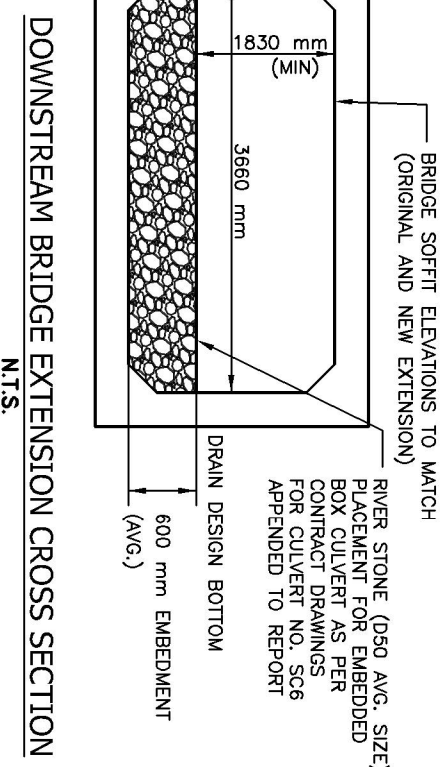
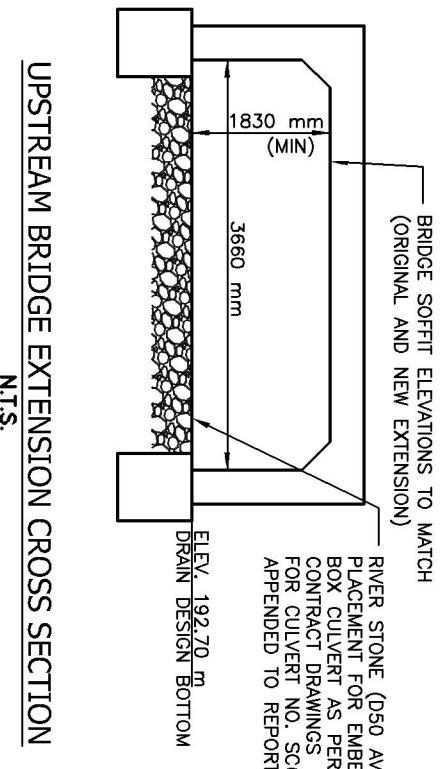
PAGE NO. 2 of 2

**TABLE 1 - BRIDGE DESIGN INFORMATION (CULVERT No. SC6)**

DESCRIPTION	EXIST BRIDGE $\phi$	DOWNSTREAM BRIDGE EXTENSION	UPSTREAM BRIDGE EXTENSION
DRAIN BOTTOM DESIGN ELEVATION	192.68	192.01(S)192.03(N)	192.70
CULVERT INVERT ELEVATION	192.62(S)192.67(N)	192.01(S)192.03(N)	192.67(S)192.68(N)
CULVERT SIZE	3660 mm x 1830 mm	3660 mm x 2375 mm	3660 mm x 1830 mm
CULVERT LENGTH (m)	33.26		5.9
CULVERT GRADE (%)	0.049	0.049	0.049

**NOTE: CONTRACTOR TO VERIFY BENCHMARKS PRIOR TO CONSTRUCTION.**

**SITE BENCHMARK**  $\odot$  BM  
 BM - HIGHWAY CONTROL MONUMENT NO.00819980487 ON THE TOP OF THE NORTH END OF THE EXISTING BRIDGE DECK ACROSS KING'S HIGHWAY NO. 3.  
 ELEVATION=194.747m



**BRIDGE EXTENSION PLAN VIEW**  
 SCALE=1:500

