

EXTENT OF WORK

BEATTY DRAIN

Municipality of Dutton-Dunwich

Our Job No. 223318

June 11, 2025

MAIN DRAIN

Installation of the following concrete field tile & HDPE pipe including supply & installation of geotextile around tile joints and bedding		
34 meters of 250mm dia. H.D.P.E.	\$ _____	L.S.
382 meters of 300mm dia. concrete tile	\$ _____	L.S.
150 meters of 350mm dia. concrete tile	\$ _____	L.S.
Supply of the above listed tile / pipe	\$ _____	L.S.
Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 540m)		
	\$ _____	L.S.
16 meters of 324mm dia., 7.9mm thickness smooth wall steel pipe		
Supply	\$ _____	L.S.
Installation under County Road 9 by boring	\$ _____	L.S.
Grouting of existing pipe	\$ _____	L.S.
Supply and install two 600mm x 600mm on-line ditch inlet catchbasins, one 600mm x 600mm off-set catchbasin with 10m- 200mm dia. H.D.P.E. lead, including grates, berms, ditching, wyes and any required prefab fittings and removal of existing basins		
	\$ _____	L.S.
Exposing and locating existing tile drains and utilities	\$ _____	L.S.

NOTE: The Extent of Work is to be attached to the Tender Form.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

NOTE: This "Extent of Work" form has been prepared for the convenience of the Contractor and he is to use this summary in conjunction with the plan and profile, tender form and standard specifications available from the Clerk to tender this project. In case of any inconsistency or conflict between the drawings and this "Extent of Work", the drawings shall take precedence over the "Extent of Work".

FORM OF TENDER AND AGREEMENT

INSTRUCTIONS TO TENDERERS

BEATTY DRAIN

MUNICIPALITY OF DUTTON DUNWICH

1. **SUBMISSION:** Tenders shall be submitted: 1:00pm Tuesday July 8, 2025.

Tender Security (if applicable) and Form of Tender (if applicable) shall be delivered to the Municipal Office located at:

At: 199 Currie Road, Dutton, Ontario N0L 1J0

2. **SCOPE:** The work to be done under this specification consists of supplying all labour, materials, and equipment to construct the work as outlined on the drawing(s). In some Municipalities the Contractor shall supply all materials while in other Municipalities he shall supply only certain materials. The Form of Tender and Agreement lists which materials are to be supplied by the Contractor.
3. **DRAWINGS AND SPECIFICATIONS:** The Tenderer must satisfy themselves that they understand the meaning and intent of the drawings and specifications before submission of their tender. The standard specifications have been separated into sections for reference purpose only. They shall be considered complementary and, where a project is controlled under one of the sections, the remaining sections will still apply for miscellaneous works. In case of any inconsistency or conflict in the Tender Documents, the following order of precedence shall apply:
1. Addendums
 2. Instruction to Tenderers
 3. Contract Drawings
 4. Form of Tender and Agreement
 5. Special Provisions (in Specifications)
 6. Specifications (dated January 2020)
 7. Standard Drawings
4. **TENDERS:** Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as set out in the Form of Tender and Agreement.
5. **TENDERER TO INVESTIGATE:** The Tenderer shall examine the premises and site to compare them with the drawings and specifications to satisfy themselves of the existing conditions and the extent of the work to be done before submission of their tender. No allowance shall subsequently be made on behalf of the Contractor by reason of any error on their part. If required, the above specifications and/or further information are available at the office of the Engineers, Spriet Associates London Limited, 155 York Street, London, Ontario, N6A 1A8.

Any estimates of quantities shown or indicated on the drawings or extent of work are "neat" calculations and are provided for the convenience of the Tenderer. Any use made of these quantities by the Tenderer in calculating their tender shall be done at their own risk. The Tenderer, for their own protection, should check these quantities for accuracy.

6. **INTERPRETATION OF CONTRACT DOCUMENTS:** No oral interpretation will be made. Any interpretations made to Tenderers will be in the form of an Addendum to the contract documents which will be forwarded to all Tenderers.

Discrepancies, omissions or doubts as to the meaning of drawings and specifications should be communicated at once to the Contract Administrator for interpretation. Tenderers should act promptly to allow sufficient time for a reply to reach them before the submission of their tender and any such interpretation made by the Contract Administrator prior to the receipt of tenders shall be made a part of the Contract.

7. **PRICES SUBMITTED:** The tender price or prices tendered in the Tender shall be in full compensation for all labour, equipment, materials, utility, and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted from there which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.
8. **ACCEPTANCE:** Tenders shall be made on a lump sum basis on the forms provided. It shall be noted that any alteration of the "Form of Tender and Agreement", failure to complete the Form of Tender in full or any other requirements set out in these documents, will render the tender liable to rejection by the Municipality. Acceptance of the Tender by the Municipality shall constitute a formal and binding contract when signed by the Municipal Officials.

The Tenderer shall keep their Tender open for acceptance and irrevocable until 45 days have elapsed from the closing date of the Tender or a formal contract is executed, based on a Tender other than their own.

The owner reserves the right to reject all or any tenders received. The contract, when awarded, shall be made for each branch or division of the work or for the whole work as deemed in the best interests of the owner.

The lowest bid or any bid will not necessarily be accepted. Special consideration may be placed upon the commencement and completion date provided as part of the contractor's tender.

The owner reserves the right, upon award of Tender, to reduce the extent of work to be performed in this contract based on higher tendered costs versus estimated project costs.

9. **TENDER SECURITY:** The tender shall be accompanied by a security in the amount of ten percent (10%) of the Tender Price including all applicable taxes. Tender security shall be in the form of a bid bond or a certified cheque made payable to the Owner in Canadian Currency. If the tender security is a Bid Bond then the Tenderer shall include with their tender an Agreement to Bond executed under its corporate seal by the surety company from which they proposed to obtain the required bonds. This bid bond shall guarantee that, if awarded the Contract, the Contractor will furnish the required bonds within ten (10) days from the date of the award of a contract, otherwise the tender security shall be forfeited. Bid bonds supplied shall have an expiry date which is a minimum of 60 days from the date of tender closing. For digital Tender submissions a scanned cheque uploaded onto the bidding system shall not be accepted. If the total contract value of the tender exceeds \$500,000.00 or the tenderer supplies a bid bond, the tender must include an agreement to bond.

Failure to execute the contract by the tenderer will result in forfeiture of tender security and the tenderer will also be liable to the owner for additional costs that may be incurred.

Tender Security of unsuccessful tenderers will be returned upon award and execution of the Contract.

10. **CONTRACT SECURITY:** If the successful contractor submits a certified cheque as tender security, then the contractor may provide a labour and material bond and performance bond as outlined below, otherwise the Municipality shall retain the certified cheque as contract security. The Municipality will also retain 3% of the Contract Price for one year as warranty. After the completion of the work, any part of this warranty holdback may be used to correct defects which may develop within that time from faulty workmanship or material or loose backfill, provided that notice shall first be given to the Contractor and that they may promptly make good such defects, if they desire. The Certified Cheque of the successful Tenderer shall be retained by the Municipality until the contract is completed and a completion certificate is issued by the Engineer.

If the successful contractor submits a bid bond as tender security or intends to replace their certified cheque with Bonds then the contractor shall supply the Municipality with a Bond in the amount of 100% of the Contract Price for Maintenance and Performance and a bond in the amount of 50% of the Contract Price for Labour and Materials with a satisfactory Guaranty Surety Company with Head Office in the Province of Ontario will be required for this Contract. These bonds shall ensure completion of the work and maintenance of the work for a period of one year after the date of the completion certificate. The cost of these Bonds shall be included in the total Contract Price. Bonding submitted as a security shall be in accordance with the standards of the Canadian Construction Association and shall be from the same Guaranty Surety Company supplying the Performance and Labour and Materials Bonds for this Contract.

If the total contract value of the tender exceeds \$500,000.00, the tenderer must provide a Contract security in the form of a Performance and Materials Bonds upon award of the tender. Tender security will be returned upon submission of the performance and material bonds.

11. **TAXES:** The total contract price shall be inclusive of all applicable taxes, including Harmonized Sales Tax (H.S.T.), custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Contractor unless otherwise provided by statute. The estimated amount of H.S.T. must be disclosed separately on the Form of Tender. The Municipality will pay the Contractor all amounts of the H.S.T. in respect of the project.
12. **INSURANCE:** The successful Contractor shall be required to provide insurance in accordance with the following:
- 1) **Bodily Injury Liability:** The Contractor shall effect and maintain a Comprehensive General Liability Policy, or its equivalent, covering claims for bodily injury, including death, arising from and during operations under their Contract whether performed by themselves, by a sub-contractor, or by anyone directly or indirectly employed by either of them in the sum of \$ 5,000,000.00.
 - 2) **Property Damage:** The Contractor shall effect and maintain Property Damage Liability Insurance to cover their and any sub-contractor's operations in the sum of \$ 2,000,000.00.
 - 3) **Fire Insurance:** The Contractor shall procure fire and extended coverage insurance on the work to 100% of the Contract Amount.
 - 4) The following are to be named as co-insured: Successful Contractor, Sub-Contractor, Municipality, and Spriet Associates London Limited
 - 5) Within ten (10) days of award of Contract and prior to commencing work, the successful Contractor shall file with the Municipality a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the work, including the making good of faulty work or materials; except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from the date of final completion as certified by the Engineer.
13. **CERTIFICATE OF CLEARANCE:** The successful Contractor shall provide a Certificate of Clearance from the Workplace Safety and Insurance Board within ten (10) days of the award of the contract and prior to commencing work, stating that all compensation has been paid.
14. **PAYMENT:** Payments shall be made on the written request of the Contractor to the Engineer in accordance with the Construction Act including the 10% Statutory Holdback and any unresolved liens. If the contract is not bonded then the holdback shall be 13% which includes the Warranty Holdback. The Statutory Holdback will be due 60 days after project is certified complete or Certificate of Publication has been supplied by the Contractor. This payment shall be released once the Contractor provides the Municipality with a Statutory Declaration that all material and/or labour incorporated in the work has been fully paid for, along with a Certificate of Clearance from the Workplace Safety and Insurance Board stating that all compensation has been paid.

A proper invoice submission, in addition to the definition provided by the Construction Act, shall require the following:

1. Quantities and unit prices shall be provided for contingency/provisional items. For extras the Contract Administrator has the ability to accept quantities and unit prices or require detailed labour and material breakdown.
2. WSIB Clearance and Statutory Declaration, as required by the Contract.

PAYMENT (cont'd)

3. To be submitted by person or electronically to the following:
 - i. For drawings stamped by M.P. DeVos, P.Eng. or G.A. Vereyken, P.Eng. invoices shall be emailed to mpdevos@spriet.ca with a carbon copy to george@spriet.ca and armin@spriet.ca.
 - ii. For drawings stamped by J.M. Spriet, P.Eng. or B.E. Widner, P.Eng. invoices shall be emailed to john@spriet.ca with a carbon copy to brandon@spriet.ca and adamh@spriet.ca.

If any of these requirements are not met to the satisfaction of the Engineer, the Engineer shall notify the Contractor promptly, at which time the Contractor shall revise the invoice to the satisfaction of the Engineer. Prompt payment procedures shall not begin until the Engineer receives a proper invoice to their satisfaction.

15. **SUPERINTENDENT:** The word "Superintendent", as used hereinafter in these specifications, shall refer to a Drainage Superintendent appointed by the Municipality. The Superintendent will act as the Engineer's representative. The Superintendent shall have the power to direct the execution of the work and to make any necessary minor adjustments. Adjustments in tile sizes or gradients shall not be made without the approval of the Engineer. Any instructions given by the Superintendent, which changes considerably the proposed work or with which the Contractor does not agree, shall be referred to the Engineer for their decision.
16. **SUPERVISION:** The Contractor shall give the work their constant supervision and shall keep a competent foreman in charge at the site.
17. **INSPECTION:** Final inspection by the Engineer will be made within twenty (20) days after they have received notice in writing from the Contractor that the work is complete. Periodic inspections by the Engineer or Superintendent will be made during the performance of the work. These interim inspections are required to check such items as location of drainage course and structures, tile grades prior to backfilling, backfilling, and miscellaneous work items.
18. **ALTERATIONS AND ADDITIONS:** The Engineer shall have the power to make alterations in the work shown or described in the drawings or 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 valuation of the work added or deleted. The valuation shall be determined as a result of negotiations between the Superintendent, the Contractor, and the Engineer, but in all cases, the Engineer shall maintain the final responsibility for the decision. OPSS rates and markups do not apply and the Engineer shall determine the applicable rates and markups for additional work. No additional compensation for downtime shall be paid unless approved in advance by the Engineer. Such alterations and variations shall in no way render void the contract. No claim for variations or alterations in the increased or decreased price shall be valid unless done in pursuance of an order from the Engineer and/or Superintendent and notice of such claims made in writing before commencement of such work. In no case shall the Contractor commence work which they consider to be extra work before receiving the Engineer's and/or Superintendent's approval in writing.
19. **LIMITATIONS OF OPERATIONS:** Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry on their operations under the contract on Sundays without permission in writing of the Municipality.
20. **LOSSES:** The Contractor shall take all risks from floods or casualties of any kind.
21. **SUB-CONTRACTORS:** The Contractor shall not sublet the whole or any part of the contract without the approval of the Engineer or Superintendent.
22. **PERMITS, NOTICES, LAWS AND RULES:** The Contractor shall ensure that all necessary permits or licences required for the execution of the work have been obtained (but this shall not include M.T.O. encroachment permits, County Road Permit, permanent easements, or rights of servitude). The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules, and regulations (including the Occupational Health and Safety Act) relating to the work and to the preservation of the public's health and safety and if the specifications and drawings are at variance therewith, any resulting additional expenses incurred by the Contractor shall constitute an addition to the contract price.
23. **TERMINATION OF CONTRACT BY THE MUNICIPALITY:** If the Contractor should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they 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, or if they should fail to make prompt payment to sub-contractors or for material or labour or persistently disregarding laws, ordinances, or the instruction of the Engineer, or otherwise being guilty of a substantial violation of the provisions of the contract, then the Municipality, upon the certification 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 complete the work by whatever method the Engineer may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation to the Engineer for additional services, such excess shall be paid to the Contractor. If such expense does not 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. Where a Contractor fails to commence work within seven (7) days of the commencement date as indicated by them on the Tender Form, and such extension of time as allowed due to poor weather or ground conditions, then the Municipality shall have the option, after providing the Contractor with seven (7) days' notice of their intention to terminate the contract, award the contract to another Contractor at their discretion by retendering the project, inviting bids or by appointment. The additional costs of the above or retendering, and all other administration costs shall be deducted from the Contractor's bid deposit and the balance, if any, returned to the Contractor.

24. ERRORS AND UNUSUAL CONDITIONS: The Contractor shall notify the Engineer immediately of any error or unusual condition which may be found. Any attempt by the Contractor to make changes because of the error or unusual condition on their own shall be done at their own risk. Any additional cost incurred by the Contractor to remedy a wrong decision on their part shall be borne by the Contractor.

The Engineer shall make the alteration necessary to correct errors or to adjust for unusual conditions during which time it will be the Contractor's responsibility to keep the workers 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.

25. ABILITY AND EXPERIENCE OF TENDERERS: No Tender will be considered from any Tenderer unless known to be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. To aid the Owner in determining the responsibility of any Tenderer, the Tenderer shall, within 48 hours after being requested in writing by the Engineer to do so, furnish evidence satisfactory to the Owner of the Tenderer's experience and familiarity with work of the character specified, and their ability to prosecute the proposed work properly to completion within the specified time. The evidence requested may, without being limited thereto, include the following:

- (a) A tabulation of other work now under contract, indicating the location, type, size, required date of completion and the per cent of completion to date of each project.
- (b) Evidence that the Tenderer is licensed to do business in the Province of Ontario; in the case of a corporation organized under the laws of any other Province or Country.
- (c) Such additional information as will satisfy the Owner that the Tenderer is adequately prepared to fulfil the Contract.

26. DEDUCTIONS OF UNCORRECTED WORK: If, in the opinion of the Engineer, it is not expedient to correct defective work or work not done in accordance with the contract documents, the Owner may deduct from the contract price the difference in value between the work as done and that called for by the contract, the amount of which shall be determined in the first instance by the Engineer.

FORM OF TENDER AND AGREEMENT

FORM OF TENDER

TO: Mayor and Council: Municipality of Dutton Dunwich
RE: Construction of: Beatty Drain

The undersigned, having carefully examined the drawings, specifications and location of the work and understanding all conditions hereby offers to enter into a contract to construct the said work for the said Municipality, complete and ready for use in accordance with drawings and specifications on file at the office of the Municipality or Engineer, which drawings and specifications form the basis of the proposal for the following prices:

To Wit: Supply of Labour, Equipment and Materials

Contract Price:	\$	_____
Plus H.S.T. 13%	\$	_____
TOTAL TENDER (including HST):	\$	_____

We understand that the Municipality may accept tenders for the complete works or a portion thereof as set out above and that the lowest or any tender may not necessarily be accepted.

The Tender shall enclose the following:

- (a) A Certified cheque/Bid Bond of \$..... representing the bid deposit as specified in the Information for Tenderers.
- (b) Signed copies of all Addendums issued on this project.

The Tender shall also complete the following section:

- (a) If awarded the Contract, the Tender agrees to commence work on or before..... and to fully complete the work on or before
- (b) The major equipment proposed for use on this project is
.....
- (c) If an excavator is listed in (b) above, it will be used to excavate the following sections of closed drain:
.....
- (d) If any work is to be sub-let, list work and the proposed sub-contractor here:
.....

Provisional Items - Tributary Tile Connections:

Contractor to be paid as follows on tributary drain connections that are **not** noted on drawings:

100mm Connections to	Total c/w Coring	150mm Connections to	Total c/w Coring	200mm Connections to	Total c/w Coring
250-675	\$100.00	300-675	\$110.00	350-675	\$140.00
750-900	\$140.00	750-900	\$150.00	750-900	\$180.00

- The above prices include supply of up to a 3m length of tile or tubing to make connections and bedding. All connections must be bedded with 19mm crushed stone to top of pipe.
- The connections in excess of 3m shall be paid for at the rate of \$20.00/m for 100mm and 150mm dia. and \$30.00/m for 200mm dia. All the above prices include the supply of materials.

OFFERED ON BEHALF OF THE CONTRACTOR

COMPANY NAME: _____

ADDRESS: _____

Signature: _____

Date: _____

(Seal if Incorporated)

ACCEPTED ON BEHALF OF THE MUNICIPALITY

MAYOR _____

CLERK _____

DATE _____

(Seal)

**Policies Applicable to Contractors, Service Providers and Consultants doing
work on-site at any Municipal Properties**

February 2024

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Accessibility Policy and Policy Statement

Content Updated and Approved by Council: July 25, 2018

POLICY STATEMENT

The Municipality of Dutton Dunwich is committed to eliminating barriers and improving accessibility for people with disabilities in a manner that respects dignity, independence, integration and equal opportunity.

The Municipality of Dutton Dunwich recognizes the diverse needs of all our residents and customers and will respond by striving to provide goods, services and facilities that are accessible to all.

PURPOSE

The Municipality of Dutton Dunwich is committed to being responsive to the needs of all its residents and employees. In order to meet the needs of people with disabilities the

Municipality of Dutton Dunwich will:

- Ensure policies, practices and procedures address dignity, independence, integration and provide equal opportunity for people with disabilities.
- Allow people with disabilities to use their own personal assistive devices to obtain, use or benefit from the services offered by the Municipality.
- Accommodate the accessibility needs of people with disabilities to ensure they can obtain, use or benefit from the Municipality's goods, services, programs and facilities.
- Communicate with people with disabilities in a manner that takes into account the persons disability.

The Municipality will promote accessibility by ensuring that compliance is met for all regulations made under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11.

DEFINITIONS

Disability: as defined in the Ontario Human Rights Code, R.S.O. 1990 c.H.19.

Service Animal: for the purpose of this policy, an animal is a service animal for a person with a disability if:

- The animal can be readily identified as one that is being used by the person for reasons relating to the person's disability; as a result or visual indicators such as the vest or harness worn by the animal; or
- The person provides documentation from one of the following regulated health professionals confirming that the person requires the animal for reasons relating to the disability:
 - A member of the College of Audiologists and Speech-Language Pathologists of Ontario.
 - A member of the College of Chiropractors of Ontario.
 - A member of the College of Nurses of Ontario.
 - A member of the College of Occupational Therapists of Ontario.
 - A member of the College of Optometrists of Ontario
 - A member of the College of Physicians and Surgeons of Ontario.
 - A member of the College of Physiotherapists of Ontario.
 - A member of the College of Psychologists of Ontario.
 - A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario.

Guide Dog: as defined in the Blind Persons' Right Act, R.S.O. 1990, C.B.7.

For all other definitions, refer to the Integrated Accessibility Standard Regulation O. Reg 191/11. This Regulation will be referred to as the “IASR” for the remainder of this Policy.

ACCESSIBILITY PLANNING

The Municipality of Dutton Dunwich will establish, implement, maintain and document a multi-year accessibility plan. The multi-year accessibility plan will outline how the Municipality will prevent and remove barriers and meet the requirements under the “IASR” O.Reg 1991/11.

The plan will be posted on the Municipality’s website and will be available in an accessible format upon request. The multi-year accessibility plan will be reviewed at least once every five years.

An annual status report will be prepared outlining the progress made to implement the strategy of the Plan. The status report will be posted on the Municipality’s website.

PROCUREMENT

The Municipality will ensure accessibility design, criteria and features when purchasing goods, services and facilities except where it is not practicable to do so. Should the Municipality determine that it is not practicable to incorporate accessibility design, criteria and features when purchasing or acquiring goods, services or facilities, it will provide an explanation upon request.

ACCESSIBLE FORMATS AND COMMUNICATION SUPPORTS/FORMAT OF DOCUMENTS

The Municipality will provide alternate formats of information and communication that are produced by, or in direct control of the Municipality. This does not apply to information that the Municipality does not control directly or indirectly through a contractual relationship.

This will be done upon request (Appendix 1), in a timely manner and at a cost that is no more than the cost charged for the original format.

When it is not practicable to provide an alternate format, the Municipality will provide an explanation and a summary of the document in an accessible format.

The Municipality will provide communication supports to members of the public upon request. If the Municipality is unable to obtain the requested communication support, the Municipality will consult with the individual to determine an appropriate alternative method of communication.

The Municipality will consult with the individual making the request to determine the suitability of an accessible format or communication support.

FEEDBACK PROCESS

The Municipality will accept feedback from members of the public relating to the provision of accessible goods, services or facilities to people with disabilities. The Municipality will ensure that the feedback process is accessible to people with disabilities by providing or arranging for the provision of accessible formats and communications supports, upon request.

The Municipality will develop procedures that specify the actions that will be taken if a complaint is received about the manner in which it provides goods, services or facilities to people with disabilities.

Information regarding the feedback process will be posted on the Municipality’s Website. Individuals can request this information by contacting the Municipality. In accordance with section 11 of the “IASR” when seeking feedback from the public, the Municipality will provide accessible formats and/or communication supports to members of the public upon request.

EMERGENCY PROCEDURES, PLANS AND PUBLIC SAFETY

The Municipality will provide emergency procedures, plans and public safety information in an accessible format or with appropriate communication supports, as soon as practicable, upon request.

DESIGN OF PUBLIC SPACES

The Municipality will comply with the requirements found in Part IV.1 of the “IASR” where applicable, in relation to public spaces.

TEMPORARY SERVICE DISRUPTIONS

If a temporary service disruption is planned, the Municipality will give notice of the disruption.

Notice of the disruption will include: the reason for the disruption, its anticipated duration and a description of alternative facilities or services, if any that are available.

Procedures for specific service disruption will be developed, and a copy of the procedures will be made available to individuals upon request.

Notice will be given by posting the information in a conspicuous place as well as by posting the information on the Municipality’s website.

SUPPORT PERSONS

The Municipality will allow people with disabilities to be accompanied by a support person in all Municipally owned and operated public facilities. The Municipality reserves the right to request a person with a disability to be accompanied by a support person, but only if, after consulting with the persons with the disability and considers the available evidence, the Municipality determines that:

A support person is necessary to protect the health and safety of the person with:

- a disability or the health and safety of others on the premises.
- Admission fees will be waived for support persons who accompany a person with a disability.

SERVICE ANIMALS

The Municipality will ensure that an individual accompanied by a service animal is permitted to enter the premises with the animal and to keep the animal with the individual unless the animal is otherwise excluded by law from the premises.

If a service animal is excluded by law from the premises, the Municipality will ensure that other measures are available to allow a person with a disability to obtain, use or benefit from the Municipality’s goods, services or facilities.

The individual with the service animal is responsible for the care and control of their service animal at all times, while on Municipal premises.

ASSISTIVE DEVICES

The Municipality will allow people with disabilities to use their own personal assistive devices to obtain goods, services or facilities offered by the Municipality.

If a person with a disability is unable to access a service or facility through the use of their own personal assistive device, the Municipality will consult with the customer to determine an alternate means.

TRAINING

The Municipality will provide training to:

- All people who are an employee of, or a volunteer with the organization.
- All other people who provide goods, services or facilities on behalf of the organization.

The training will include:

- An overview of the Ontario Human Rights Code.
- A review of the Accessibility for Ontarians with Disabilities Act, 2005.
- A review of the Integrated Accessibility Standards Regulation (O. Reg 191/11).
- Specific review of “IASR” requirements, based on the duties associated with the employee.
- How to interact and communicate with people with various types of disabilities.
- How to interact with people with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person.
- What to do if a person with a disability is having difficulty accessing the Municipality’s goods, services or facilities.

The training will be appropriate to the duties of the employees, volunteers and other people. Employees will be trained as soon as practicable. Training will be provided to the aforementioned individuals with respect to any policy changes on an ongoing basis. Training logs will be kept in accordance with the “IASR”.

WEBSITE AND WEB CONTENT

In accordance with the “IASR”, the Municipality will ensure that websites and web content are created in a manner keeping with the expectations of the Web Content Accessibility Guidelines 2.0 (WCAG). The Municipality is currently creating its website and web content in accordance with WCAG 2.0, Level A and will ensure that websites and web content are created in accordance with Level AA by January 1 2021. If an individual is having difficulty accessing the Municipal website or content found on its website, they can contact the Municipality.

Accessible web content is being produced in the following ways:

- In House: staff receives training that ensures PDF documents are created in accordance with WCAG 2.0.
- Third-party Documents: The Municipality will put forward efforts to ensure that documents provided to the Municipality on behalf of a third-party, that will be posted on the Municipality’s website and not in direct control of the Municipality will be remediated in accordance with WCAG 2.0, unless it is not practicable to do so. In the event that it is not practicable to remediate a third-party document, for which the Municipality is not in direct control of, a member of the public may contact the Municipality to arrange for the information to be provided in an accessible format, upon request. The Municipality will consult with the requesting individual to determine suitability of format.

LEGISLATIVE AUTHORITY

- Accessibility for Ontarians with Disabilities Act, 2005,
- Integrated Accessibility Standard Regulation (O.Reg 191/11)
- Ontario Human Rights Code, R.S.O. 1990, c. H. 19

RESPONSIBILITIES

Municipal Council and staff are responsible for adhering to the parameters of this policy.

Staff will consult with the Accessibility Coordinator on the implementation of this policy.

IASR – Confirmation of Training for Contracted Services

AODA Contractor Compliance Statement Form

I/We, certify that we are in full compliance with the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and have provided the necessary training to all staff (employees, agents, volunteers, or others for whom we are responsible).

I/We are required to comply with all relevant/applicable and any future additions or modification to legislation as they become enacted to accessibility standards and regulations.

In accordance with the training requirements of Ontario Regulation 191/11 the training that I/We have provided includes the following content:

- A review of the purpose and requirements of the Accessibility for Ontarians with Disabilities Act and the Human Rights Code;
- The requirements of the Integrated Accessibility Standards Regulation;
- The requirements of the Accessible Customer Service Standard Regulation;
- Review of the Municipality of Dutton Dunwich Accessibility Policy.

The necessary training will be delivered on an ongoing basis to all (employees, contractors, agents, volunteers, or others for whom we are responsible) prior to providing goods or services to, or on behalf of, the Municipality of Dutton Dunwich.

I/We shall ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. I/We are to ensure that this information is available to the Municipality of Dutton Dunwich, any time during the Term of the Contract.

I/We shall only assign those staff who have successfully completed training in accordance with Ontario Regulation 191/11, to provide services to, or on behalf of, the Municipality of Dutton Dunwich.

Training for the following resources are available for Ontario Regulation 429/07 and Ontario Regulation 191/11, once completed must be completed and checked off below.

- ☐ [Access Forward: Training for an Accessible Ontario](#)
- ☐ [Human Rights Code Training](#)
- ☐ [The Municipality of Dutton Dunwich Accessibility Policy](#)

I/We have the authority to bind the Company

For further information please contact the Municipality at 519-762-2204

Code of Conduct for Employees Policy

Approved by Council: 17 May 2006

POLICY STATEMENT

The Municipality has undertaken the task of formulating a Code of Conduct in order to both promote professionalism and to ensure that the relationship of trust that exists between staff and the public remains an integral part of local government in Ontario. Since its inception, local government has been understood to be an open, accessible and accountable form of government.

PURPOSE

To establish guidelines for ethical and interpersonal standards of conduct for employees of the Municipality of Dutton Dunwich in the performance of municipal business and to provide a process for resolving complaints about inappropriate conduct that might arise.

SCOPE

This Policy applies to all Municipal employees, contract employees and students.

STANDARDS OF CONDUCT

- The employees shall at all times seek to advance the common good of the municipality which they serve.
- The employees shall truly, faithfully and impartially exercise their duties as outlined in their job descriptions to the best of their knowledge and ability.

CONDUCT TO BE OBSERVED

To Foster Respect for Decision-making Process

All employees of the municipality shall attempt to accurately and adequately communicate the attitudes and decisions of the Municipal Council or management of the Municipality, even if they disagree with Council's decision, such that respect for the decision-making processes of Council and/or Management is fostered.

However the employees are expected to share their ideas for better methods of operations with their Supervisors or the Members of Council.

Release of Confidential Information Prohibited

Employees of the Municipality have a duty to hold in strict confidence all information concerning matters dealt with at closed meetings if the employee was present at the said meeting. The employee shall not, either directly or indirectly, release, make public or in any way divulge any such information or any aspect of a closed meeting, unless expressly authorized by Council or required by law to do so.

The employee shall not release information in contravention of the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The employee shall not release information subject to solicitor-client privilege, unless expressly authorized by Council or required by law to do so.

The employee shall not misuse confidential information (information that they have knowledge of by virtue of their position that is not in the public domain, such that it may cause detriment to the Municipality, Council or other employees, or benefit or detriment to themselves or others.

Acceptance of Gifts Prohibited

The remuneration paid to each employee of the Municipality of Dutton Dunwich is intended to fully remunerate Members for service to the Corporation. Employees shall not solicit, accept, offer or agree to accept a commission, reward, gift, advantage or benefit of any kind, personally or through a family member or friend, which is connected directly or indirectly with their duties.

Employees of the Municipality of Dutton Dunwich are not precluded from accepting:

- personal gifts, normal hospitality among persons doing business, benefits, rewards, commissions or advantages from any person or organization not connected directly or indirectly with the performance or duties of office;
- political contributions that are otherwise offered, accepted and reported in accordance with applicable law;
- food and beverages at banquets, receptions, ceremonies or similar events;
- services provided without compensation by persons volunteering their time;
- food, lodging, transportation and entertainment provided by other levels of governments or by other local governments, boards or commissions;
- a reimbursement of reasonable expenses incurred in the performance of duties or office;
- a reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations;
- token gifts such as souvenirs, mementos and commemorative gifts that are given in recognition of service on a committee, for speaking at an event or representing the Corporation at an event; and,
- gifts that are received as an incident of protocol or social obligation that normally and reasonably accompany the responsibility of office.

Employees shall return any gifts or benefits which exceed these limits, along with an explanation why the gifts or benefits cannot be accepted.

Engaging in Incompatible Activity Prohibited

The employee shall not engage in any activity, financial or otherwise, which is incompatible or inconsistent with the ethical discharge of official duties in the public interest.

Without limiting the generality of the foregoing, Employees shall not:

- use any influence for any purpose other than official duties;
- act as an agent before Council or any committee, board or commission of council;
- solicit, demand or accept the services of any corporate employee, or individual providing services on a contract for service, for re-election purposes during hours in which the employee, or individual providing services under a contract for service, is in the paid employment of the Corporation;
- use any information gained in the execution of office that is not available to the general public for any purpose other than for official duties;
- place themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment;
- give preferential treatment to any person or organization in which a Member or Members of Council have a financial interest;
- influence any administrative or Council decision or decision-making process involving or affecting any person or organization in which a Member or Members of Council have a financial interest; and,
- use Corporate materials, equipment, facilities or employees for personal gain or for any private purpose.

Avoidance of Waste

Members shall avoid waste, abuse and extravagance in the provision of use of public resources and shall expose fraud and corruption of which the Member of Council and Council's Local Board and Committee Member are aware.

INTERPERSONAL BEHAVIOUR OF EMPLOYEE

Treat Every Person with Dignity, Understanding and Respect

The employee shall abide by the provisions of the Ontario Human Rights Code and, in doing so, shall treat every person, including other employees, corporate employees, individuals providing services, contractors, students, the public, with dignity, understanding and respect for the right to equality and the right to an environment that is safe and free from harassment and discrimination.

Not to Discriminate

In accordance with the Human Rights Code, Members shall not discriminate against anyone on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability, "age", "disability", "family status", "record of offences", "same-sex partnership status" shall be as defined in the Human Rights Code.

Not to Engage in Harassment

In accordance with the Human Rights Code, harassment shall mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Without limiting the generality of the definition of "harassment", employees shall not:

- make racial, homophobic, sexist or ethnic slurs;
- display pornographic, homophobic, sexist, racist or other offensive or derogatory material;
- make leering (suggestive staring) or other offensive gestures;
- make written or verbal abuse or threats;
- vandalize the personal property of others;
- commit physical or sexual assault;
- make unwelcome remarks, jokes, innuendoes or taunting statements about a person's physical appearance, racial background, colour, ethnic origin, place of origin, citizenship, ancestry, creed (religion or belief), sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, disability (physical or mental);
- make unwelcome remarks, insulting gestures or jokes which cause embarrassment or awkwardness;
- refuse to converse or interact with anyone because of their racial or ethnic background, colour, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability;
- make unnecessary or unwanted physical contact, including touching, patting, or pinching; and,
- demand sexual favours or requests.

Harassment which occurs in the course of or related to the performance of duties by employees is subject to this policy and other related policies.

A good faith exercise of performance management with respect to corporate employees for legitimate purposes by Council is not harassment.

ALLEGATIONS OF PROHIBITED ACTIVITY

Organizations or individual (including the public, Members of Council, and corporate employees) who have:

- identified or witnessed any prohibitive activity by an employee under this policy;
- witnessed or been subject to discriminatory treatment by an employee under this policy; or
- witnessed or been subject to harassment by an employee under this policy

May address the prohibited behavior or activity as set out below:

- Complaints made by Employees or Discrimination or Harassment where an employee makes a complaint of harassment or discriminatory treatment by another staff member, the employer may participate in the Informal Resolution and/or Mediation process under the Workplace Harassment/Discrimination Policy and Complaint Procedure.
- If the employee does not participate in these processes or if the complaint is not resolved through these processes, the complainant may lodge a complaint to the Ontario Human Rights Commission.
- Other Complaints made by Any Person (allegations of activity other than outlined in the first bullet above).

Any complainant may take the following steps, if applicable, to address prohibited activity by an employee of the Municipality of Dutton Dunwich:

- contact the Elgin Detachment of the Ontario Provincial Police Department with respect to an investigation under S.122 of the Criminal Code of Canada, where the allegation is that a Member of Council, in a matter connected to the duties of office, commits fraud or a breach of trust.
- contact the Elgin Detachment of the Ontario Provincial Police Department with respect to an investigation under S.123 of the Criminal Code of Canada, where the allegation is that a Member of Council, in a matter connected to the duties of office, demands, accepts or offers or agrees to accept from any person, a loan, reward, advantage or benefit of any kind.
- advise the council or employee verbally or in writing that the activity contravenes this by-law.
- encourage the employee to stop the prohibited activity.
- should keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information.
- refer their complaint to the Ontario Human Rights Commission where the alleged misconduct involves a violation of the Human Rights Code.

JUDICIAL INVESTIGATION

In circumstances where liability is denied and the alleged misconduct is serious in nature, Council may pass a resolution, pursuant to s.274(1) of the Municipal Act requesting a judicial investigation into the employee's conduct.

Commitment to a Civil Workplace

Approved by Council: 17 May 2006

POLICY STATEMENT

The Municipality of Dutton Dunwich is committed to securing, maintaining, enforcing and reinforcing a workplace environment and workplace communications and interactions that are civil, respectful and valuing of all members of our workplace community.

PURPOSE

Our Commitment

The Municipality of Dutton Dunwich values all members of this workplace community. The Municipality of Dutton Dunwich is committed to ensuring that all members of this workplace community experience the following:

- A civil and respectful workplace environment.
- Interactions, communications and dealings with all individuals in the workplace community that are polite, supportive, civil, constructive and respectful (including but not limited to co-workers, supervisors, managers, councilors, etc.).

UNDERSTANDING THE STANDARDS OF CONDUCT REQUIRED

Acceptable Conduct

All members of the workplace community are to ensure that all communications and interactions are pursued at all times in a professional, business-like, respectful and civil manner, both in terms of tone and content.

Unacceptable Conduct

All members of the workplace community are to avoid any communications or interactions that as a result of their content or tone would be offensive, threatening or embarrassing to the recipient. Conduct that is inconsistent with our commitment to a civil and respectful workplace includes but is not limited to the following:

- Yelling or screaming;
- Volatile displays of temper or anger;
- Rude, demeaning and belittling remarks directed at anyone in the workplace; and
- Directing foul and abusive language to anyone in the workplace.

THE LAW

Legal developments require employers to provide a civil and respectful workplace environment and interaction. The law requires all workplace participants (employees, supervisors, managers) to contribute to a civil and respectful workplace by ensuring that your individual dealings and interactions with each other are consistent with the required standards of conduct. The law prohibits personal harassment, which is conduct that exposes employees to abusive, hostile, uncivil or disrespectful workplace dealings (yelling, screaming, belittling, demeaning, berating).

Anyone who exposes other members of the workplace community to personal harassment place themselves at risk in terms of legal liabilities, including damages and exposes themselves to corrective disciplinary action.

OUR SHARED RESPONSIBILITIES AS A WORKPLACE COMMUNITY

Commitment as Employer

We have a mutual interest and shared responsibilities in connection with securing and maintaining a civil and respectful workplace environment and workplace interactions:

The Municipality of Dutton Dunwich is committed to ensuring all employees contribute to a civil and respectful workplace environment by pursuing the following initiatives:

- Ensuring all members of this community (employees, supervisors, managers, councilors) understand the standards of conduct expected of them.
- Empowering you to require respectful and civil treatment by communicating your expectations in this regard.
- Reinforcing and enforcing acceptable conduct. Anyone who engages in communications or conduct falling below the standards discussed herein will expose themselves to corrective counselling and discipline.

Supervisor/Manager

Given your responsibility for other employees, you are responsible for ensuring the following:

- That at all times your dealings with employees and with each other are conducted in a civil, respectful and professional manner.
- Taking the necessary steps to ensure that employees conduct themselves in a manner consistent with our commitment to a civil and respectful workplace. This includes responding to any incidents of conduct falling below the standards outlined in this policy that come to your attention.

Employees

- Ensuring that you communicate and interact with your co-workers, managers and supervisors in a civil, courteous and respectful manner.
- Communicate to your peers or persons in authority (supervisors and managers) or human resources any concerns you have of being exposed to any communications or interactions inconsistent with our commitment to a civil and respectful workplace.

A civil, respectful and supportive work environment in which all members of this workplace community feel secure, respected and valued is secured and maintained when we commit as a community to such an environment.

Occupational Health and Safety Policy

Approved by Council: December 13, 2023

POLICY STATEMENT

The Municipality of Dutton Dunwich is dedicated to operating at a standard which will establish our Municipality as a leader in promoting and protecting the health and safety of all employees.

Through active leadership and support of the Municipality of Dutton Dunwich's goal is to promote attitudes amongst our employees that will ultimately lead to the reduction and elimination of workplace hazards.

PURPOSE

It is the intention of the Municipality of Dutton Dunwich:

- To comply to the fullest extent possible, with the spirit and intent of the Occupational Health and Safety Act and all related legislation.
- To prevent risk of injury and illness arising from the workplace environment.
- To establish and maintain a Health & Safety program in co-operation with the Occupational Health & Safety Committee.
- To encourage the co-operation of all employees in complying with the Health & Safety Policy and Program.

SCOPE

This policy applies to all workplaces under the authority of the Municipality of Dutton Dunwich.

RESPONSIBILITIES

The responsibility for the Municipality of Dutton Dunwich's Occupational Health and Safety Policy is delegated to all personnel.

Council

- Continuing support of the Occupational Health & Safety Policy and Program and for the provision of consistent application of Health and Safety throughout the Municipality of Dutton Dunwich.

- Establishing and maintaining an internal system for program management, allocating funds, time and human resources as necessary for Health & Safety.

CAO/Managers

- Administration and communication of the Occupational Health and Safety Policy and Program within their departments.
- Encouraging attitudes and work practices that reflect the intent of the policy by ensuring employees receive regular and applicable safety training, according to their needs.
- Including Health & Safety responsibilities in performance criteria, as appropriate for management and supervisory staff.
- Assuming ownership responsibility and maintenance as required by legislation, for property and buildings owned by the Municipality of Dutton Dunwich.
- Ensuring that all contractors and sub-contractors and Municipally owned facility lessees and their employees meet or exceed the expectations of the Municipality of Dutton Dunwich's Health & Safety Program.
- Appointing Management representatives for the Health & Safety Committee. Consulting with the Health & Safety Committee and ensuring a 21-day response to recommendations.
- Ensuring the highest level of health and safety standards that exceed requirements of the Occupational Health & Safety Act and related legislation, within their department.

Supervisors

- Familiarizing themselves and communicating to their staff, the Health & Safety Policy, the Safety Program and the requirements of the legislation, as it applies to the workplace.
- Liaising with all staff and being of assistance to the Health & Safety Committee, in an effort to reduce and eliminate physical hazards and influence safe work attitudes among employees.
- Instructing, informing and supervising employees to protect their Health & Safety.
- Investigating and responding to any health and safety related concerns which may be brought to their attention and initiating corrective measures, as may be appropriate.

Employees

- Uphold the requirements of the Policy, the Program and the legislation in order to assist the Municipality of Dutton Dunwich in providing a healthy and safe work environment. Communicating any violations to their immediate Supervisor.
- Assuming responsibility for their own actions to prevent injury to themselves and other employees.
- Immediately reporting workplace and near miss accidents, no matter how minor.

Health and Safety Committee

- Identifying workplace hazards, through inspections, and recommending remedial action to Managers.
- Conducting or assisting in investigations, as specified by the legislation.
- Making recommendations to Managers to enhance the effectiveness of the Health & Safety Program.
- Promoting a high standard of safety values among all workplace parties.
- Members are entrusted with confidentiality of information concerning employees and the workplace.

Occupational Health and Safety – Contractors Policy

Approved by Council: May 28, 2014

All Contractors/Sub-Contractors, Individual or Group are responsible for the Health and Safety of their workers when working on municipal property, right of ways or renting of facilities and are required to adhere to the Occupational Health and Safety Act and Regulations.

All Contractors/Sub-Contractors, Individual or Group must review the Municipality's Health and Safety Policies and Rules (included) with their workers prior to commencement of work on Municipal property, right of ways or facility rentals to ensure that they conform with the same safe operating procedures as Municipal Employees.

The Contractor/Sub-Contractor, Individual or Group will be responsible for obtaining the Occupational Health and Safety Policy and an Acknowledgement Letter (included) prior to commencement of work/rental. **(See Appendix 1 and 2 below).**

Appendix 1 - Letter of Safety and Compliance

Dear Sir/Madam:

The Municipality of Dutton Dunwich is dedicated to operating at a standard which will establish our Municipality as a leader in promoting and protecting the health and safety of all employees.

In fulfilling this commitment, our goal is to promote attitudes amongst our employees that will ultimately lead to reduction and elimination of workplace hazards.

We require that Contractors/Sub-Contractors, Individuals or Groups review all Municipal Health and Safety Policies and Rules, relevant to the work to be performed, prior to commencement of work and that, procedures, worker training and enforcement conforms to legislated requirements.

Violations of Municipal Policies, Rules or Legislation by any Contractor, Sub-Contractor, Individual or Group or their employees may be considered a breach of contract.

Please complete the attached form below and return it to the Municipality of Dutton Dunwich, and if applicable, with the requested Workplace Safety and Insurance Board information.

Yours truly,

for the Municipality of Dutton Dunwich

Appendix 2 - Acknowledgement of Health and Safety Compliance Letter

The letter of Safety Compliance from the Municipality of Dutton Dunwich (Appendix 1) was received and understood.

The Municipality's Health and Safety Policies have been reviewed and understood.

A copy of Workplace Safety and Insurance Board "Letter of good standing" is attached (if applicable).

Violence in the Workplace Policy

Approved by Council: December 13, 2023

POLICY STATEMENT

The Municipality of Dutton Dunwich will not tolerate any threat, direct or implied (including bullying) or physical conduct by any person, which results in, or potentially could result in, harm to people, property, the workplace environment or that which creates an intimidating, harassing or hostile workplace.

PURPOSE

The purpose of this policy is to operate at a standard which will establish our Municipality as a leader in promoting and protecting the health and safety of all employees. The Municipality of Dutton Dunwich is committed to providing a violence-free, harassment-free environment and recognizes that workplace violence is a health and safety and human resource issue.

The Municipality of Dutton Dunwich is committed to taking immediate action in the event of any act of violence occurring against any employee while the employee is carrying out their duties on behalf of the Municipality. In support of the Municipality of Dutton Dunwich's policies to provide a safe and healthy working environment, the Municipality will provide a framework for handling any incidence of workplace violence and/or harassment that may arise.

DEFINITIONS

Assault an intentional application of force to another person, or an attempt or threat by an act or gesture to apply physical force to another person, without that person's consent. An assault may be committed without actually doing bodily harm to another person.

Bullying interpersonal hostility or aggression that is deliberate, repeated and sufficiently severe as to place at risk the targeted person's health or economic well-being.

Harassment (for the purposes of this policy) engaging in a course of vexatious comment or conduct against a worker in a workplace - a comment or conduct that is known or ought reasonably to be known to be unwelcome. (Harassment based on prohibited grounds as per the Ontario Human Rights Code is dealt with under the Human Resources– Workplace Harassment and Discrimination WE02-2014).

Threat a demonstrated intention to cause harm or injury, whether presently or in the future.

Violence for the purpose of this policy any actual, attempted or threatened conduct of a person that causes or is likely to cause physical and/or psychological harm/injury/illness or that gives a person reason to believe that they or another person is at risk of physical or psychological harm/injury/illness, including, but not limited to, any actual or attempted assault (including sexual assault and physical attacks), threat, verbal, psychological or sexual abuse and harassment.

Weapon anything used, designed to be used or intended for use in causing injury; anything used, designed to be used or intended for use for the purpose of threatening or intimidating any person.

Workplace any location where Municipality of Dutton Dunwich employees are located during work or for work related reasons, including employer sponsored social activities.

Workplace Violence any incident, in which an employee is abused, threatened or assaulted in a workplace. This includes the application of force with or without weapons and includes acts of physical or psychological violence, including, but not limited to, bullying, mobbing, teasing, ridicule, hostile conduct and any other acts or use of words that can be reasonably interpreted as designed to

hurt or isolate a person in the workplace. The violence may come from any source (e.g. resident, co-worker, contractor, personal relationship, etc).

RESPONSIBILITY

Council, Supervisors and Managers:

All members of Municipal Council, Supervisors and Managers are responsible for ensuring a work environment free from violence, harassment or threatened violence. This responsibility includes actively promoting a positive work environment and intervening when problems occur. Council, Supervisors and Managers responsibilities include the following:

- Understand and uphold the principles of this policy by following this policy in their dealings with employees and by setting a good example.
- Communicate to employees that you take the issues of workplace conduct and a violence-free environment seriously.
- Do not participate in or ignore violence or potential violence.
- Ensure employees are informed of the Municipality's policy and procedures for dealing with issues that arise under this policy.
- Respond promptly to any issues of violence, potential violence that come to your attention.
- Keep personal records of discussions with employees who raise concerns under this policy, as well as responses to situations.
- Report any incidents to the Chief Administrative Officer or in their absence the mayor.
- Investigate and implement corrective actions to minimize potential recurrences.
- Ensure employees who are experiencing difficulties and/or are exhibiting behaviours that may contribute or lead to conduct inconsistent with this policy are aware of and support them to attend any community services that may be available to them.
- Ensure employees who are exposed to a violent or traumatic situation in the workplace are aware of and support them to attend any community services that may be available to them.
- Comply with all specific procedures, response plans or other controls that are defined by the Municipality. Such measures shall be reviewed by the applicable Health and Safety Committee.
- Participate in the delivery of any relevant training or educational programs to employees that the Municipality develops or identifies as assisting in managing and de-escalating crisis situations that may lead to violence and to establish personal safety measures.
- Maintain and preserve employees' private and personal information to the fullest extent possible in the circumstance(s) with the understanding that protection of employees from violence of any type prevails over confidentiality.
- Take every precaution reasonable for the protection of all workers in the workplace as per the requirements of the Occupational Health and Safety Act – specifically section 32.0.5.

Employees:

All employees of the Municipality share an important role and responsibility in terms of the maintenance of a work environment free from violence or threatened violence. Employee responsibilities include the following:

- Ensure adherence to the spirit and intent of this policy.
- Understand the definitions of conduct prohibited by this policy and any conduct that falls within the scope of the behaviour prohibited by this policy.
- Do not engage in any behaviour that would constitute workplace violence, including coercion, bullying, harassment, threatening, and intimidation, abuse either physically or verbally that result in emotional or physical harm to other employees, residents or members of the public.

- Participate and provide input, through the Health & Safety Committee, in regards to the development of workplace violence procedures, response plans and other controls that are proposed or implemented to minimize or eliminate the risk.
- Attend education and training sessions offered by the employer regarding workplace violence.
- Report all workplace violence incidents to the Chief Administrative Officer and in their absence the mayor.
- Report all concerns of personal/domestic violence that have the potential to enter the workplace.
- Report changes in co-workers behaviours that are perceived to be concerning.
- Cooperate and assist with investigations regarding workplace violence incidents.
- Seek support and assistance from any community services available when experiencing stress or other personal difficulties that may contribute to workplace violence.
- Seek support and assistance from any community service available if exposed to a violent or traumatic situation, if appropriate.

Monitoring, Review and/or Reporting

This policy will be reviewed on an annual basis by all Health and Safety Committee members and the Chief Administrative Officer. A copy of an updated policy will be posted in all workplace

Procedures

Management Support and Intervention

All members of the workplace community benefit from prompt, efficient and effective resolution of concerns regarding the quality of the work environment and any concern which may jeopardize a safe work environment. Any employee who experiences any concern in their work environment regarding violence or potential violence at or in the workplace is encouraged to report their concern immediately, either to management or through a formal complaint.

Resolving Concerns of Violence in the Workplace.

Any concern about violence or potential violence may be effectively resolved by informal assistance, support and intervention by management. We encourage you to raise any concern respecting violence or potential violence at or in your workplace with your supervisor or manager at any time. In the event that you are not comfortable with raising the concern or issue with your direct Manager or Supervisor, you are encouraged to seek assistance of any member of management or Human Resources.

Complaint Process

In the event that informal attempts to resolve concerns of violence or potential violence are unsuccessful or you identify the concerns as more appropriately dealt with through a formal complaint process, an investigation shall be initiated in response to the receipt of a written formal complaint.

Should an employee decide to file a formal complaint, they should:

- put the complaint in writing
- sign and file the complaint with the Supervisor/Manager or Human Resources
- co-operate with those responsible for investigating the complaint

Complaint Investigation Procedure

Where a formal complaint is filed the following steps will occur:

- an investigation will be initiated and completed promptly;

- individuals who have relevant information with respect to the alleged complaint will be interviewed and statements taken;
- information obtained about an incident or complaint of workplace violence, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the investigation or corrective action, or is required by law;
- a written report will be prepared at the conclusion of the investigation;
- the findings will be reviewed with the parties to the complaint;
- appropriate remedial action will be determined and implemented where there is a finding of violence in the workplace

Guidelines for Supervisors, Managers and Employees (including Members of Municipal Council)

The following are guidelines for dealing with specific types of Incidents:

Conflict and Aggression

The following are preventative tips for dealing with conflict and aggression. Municipal policies and procedures may provide additional specific information:

- Be alert to situations and early warning signs (crying, pacing, avoidance or excessive eye contact, challenging behaviours, yelling, etc.).
- Try to provide an early resolution before a situation escalates and an incident occurs (e.g. deal with issues/complaints right away).
- Listen to the other person's entire issue/complaint.
- Gather information and determine the reason for the issue/ complaint.
- Do not downplay or minimize the person's concern.
- Remain calm, speak in a clear, calm and consistent voice.
- Maintain normal eye contact – avoid staring.
- Do not infringe on the person's personal space (e.g. do not point in their face).
- Keep the discussion focused on the issue, not the individual parties.
- Identify shared goals and ways to achieve them.
- Do not set unrealistic goals or make promises that you may not be able to keep.
- Set limits and inform the person that the meeting will only continue if they remain calm – inappropriate behaviour is not acceptable.
- Always remain alert to unsafe situations and react – leave the location if necessary, have another person accompany you or remain close by and telephone for assistance, etc.

Verbally Abusive Telephone Call

The following are guidelines for dealing with verbally abusive telephone calls. Municipal policies and procedures may provide additional specific information:

- Inform the caller that abusive language is not acceptable.
- Advise the caller that the conversation will be terminated if the abusive language continues.
- Establish written documentation about the incident.
- Advise your Supervisor/Manager of the occurrence after the phone call has ended.
- If the same caller has made repeated similar calls, advise them that if it continues that the Police may be notified.

Telephone Threats

The following are guidelines for dealing with telephone threats. Municipal policies and procedures may provide additional specific information:

- Obtain as much information from the caller as possible.
- Immediately document the conversation as accurately as possible.
- Immediately notify your Supervisor/Manager.
- Do not discuss the conversation with anyone other than Management.

Written Threats

The following are guidelines for dealing with written threats. Municipal policies and procedures may provide additional specific information:

- Do not throw away any part of the written letters or envelopes.
- Handle the document(s) as little as possible.
- Place the document(s) in a folder or clear protective sleeve to help protect them.
- Advise your Supervisor/Manager of the occurrence.
- Do not discuss the contents of the written threat with anyone other than Management.

Potential Volatile Situation:

A potentially volatile situation is defined as any verbal threat or gesture to do harm to people, property, process or the environment. The verbal threat or gesture creates an intimidating, offensive or hostile environment, and can include the display of uncontrolled behaviours as a result of emotional upset, anger or mental confusion. In such cases, responsibilities are as follows:

- Establish a safe location and notify your Supervisor/Manager immediately.
- Activate EMS (Emergency Medical Services – by calling 9-1-1) if deemed necessary.
- Do not aggravate or allow anyone else to aggravate the situation.
- If the person leaves the area, do not detain them. Follow the person safely while on the Municipality of Dutton Dunwich's worksite.
- Inform your Supervisor/Manager of the location of the person.
- Follow the direction of your Supervisor/Manager or their designate.
- Appropriately and safely intervene when you become aware of a potentially volatile situation.
- Assess the immediate danger and take the appropriate measures to safeguard persons and the facility.
- Document the threat.
- Notify the Chief Administrative Officer or in their absence the mayor. The appropriate police services may be notified where necessary.
- If the offender is an employee, consider suspending the offender pending the outcome of the investigation.
- In conjunction with the Chief Administrative Officer or in their absence the mayor, conduct an investigation. All parties are to be interviewed and asked to provide written, signed statements.
- Hold a post incident review to ensure procedures were followed and to make recommendations for improvements; recommend and/or provide appropriate medical care and or assistance.
- Record all details of the incident and submit a thorough report to Chief Administrative Officer in a timely fashion.

Violent Situation with Immediate Danger:

A violent situation with immediate danger is defined as a highly agitated individual displaying loud and/or abusive verbal or aggressive physical behaviours; where harm or violent action to people, property or the environment has already taken place; the presence of any type of weapon or use of an object as a weapon or; where there is a

- Establish a safe location. Activate EMS (Emergency Medical Services – by calling 9-1-1) if deemed necessary.
- Notify your Supervisor/Manager or other Municipality of Dutton Dunwich official immediately.
- Follow the direction of your Supervisor/Manager or other Municipality of Dutton Dunwich official.
- Assess the immediate danger and appropriately and safely intervene when you become aware of a violent situation with immediate danger.
- Notify the appropriate Police services of the situation where necessary.
- Coordinate efforts to stabilize the situation – take the appropriate measures to safeguard persons and the facility.
- Document the occurrence details.
- Notify the Chief Administrative Officer or in their absence the mayor.
- Once the situation is under control, and if the offender is an employee, consider suspending the offending employee pending the outcome of an investigation.
- In conjunction with the Chief Administrative Officer conduct an investigation. All parties are to be interviewed and asked to provide written, signed statements.
- Record all details of the incident and submit a thorough report to Chief Administrative Officer in a timely fashion.

Management on receiving reports of activities as listed above:

- Record the details of the incident.
- Assess the immediate danger and take the appropriate measures to safeguard employees and facilities.
- Notify the Chief Administrative Officer or in their absence the mayor immediately, who will initiate the appropriate investigations.
- The Chief Administrative Officer or in their absence the mayor will notify the appropriate Police services where necessary.

Corrective Action

Where violent or potentially violent conduct is substantiated, contrary to this policy, corrective action will be taken. Such corrective action will include addressing any relevant issues in the work environment, addressing the employee who has engaged in the violent behaviour or conduct contrary to this policy. Corrective action may range from educating individuals on the inappropriateness of their behaviour, to transfers, demotions, suspensions or termination. Corrective action may necessitate the need for police services and/or intervention. Criminal charges may be laid where the police services deem appropriate.

Workplace Harassment and Discrimination Policy

Approved by Council: December 13, 2023

POLICY STATEMENT

The Municipality of Dutton Dunwich's policy is that individuals will be free from harassment on the basis of age, sex, race, colour, religion, creed, national origin, citizenship, language, marital status, family status, pregnancy/childbirth, sexual orientation, disability/handicap, political belief, or any other prohibited ground of discrimination. This policy also includes the right to freedom from sexual harassment.

The Municipality of Dutton Dunwich is committed to providing a work environment that is free of harassment and discrimination. The Municipality of Dutton Dunwich will not tolerate any form of harassment or discrimination and will take all steps necessary to ensure that employees are not subject to harassment or discrimination; be it from other employees, members of Municipality of Dutton Dunwich council, managers, supervisors, clients, or any contacts made in the course of their duties.

PURPOSE

The Municipality of Dutton Dunwich's policy and resolution procedures have been developed to accomplish the following:

- create and maintain a working environment free from harassment and discrimination.
- set out the types of behaviour that may be considered offensive.
- ensure the prevention of harassment and discrimination by and against our employees; and
- establish impartial, effective, and confidential procedures to resolve concerns of harassment and discrimination.

DEFINITIONS – PROHIBITED CONDUCT

The Ontario Human Rights Code guarantees employees the right to employment in a workplace free from harassment and discrimination based on race, ancestry, place of origin, ethnic origin colour, citizenship, creed, age, record of offences, marital status, family status, disability, sex and sexual orientation, gender identity and/or gender expression.

What is Discrimination?

Discrimination is differential treatment in employment or denial of employment opportunities based on any of the prohibited grounds of the Code. Discrimination does not have to be intentional.

Discrimination can result from practices and policies that appear to be neutral, but in reality, have a negative effect on groups or individuals because of their sex, race, religion, etc.

What is Harassment?

Objectionable conduct that may have the effect of creating an intimidating, hostile or offensive work environment, interfering with an individual's work performance, adversely affecting an individual's employment relationship and/or denying an individual dignity and respect.

Workplace Harassment is defined as:

- Engaging in a course of vexatious (offensive, demeaning) comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- Workplace sexual harassment.

It includes deliberate or intentional gestures, comments, slurs, questions, representations, or other behaviours that ought reasonably to be known by the harasser to be unwelcome.

A reasonable action taken by an employer or supervisor relating to the management and direction of its workplace is not workplace harassment.

What is Sexual Harassment?

Workplace Sexual Harassment defined as:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought to reasonably be known to be unwelcome, or
- Making a sexual solicitation or advance where the person making the solicitation or advance is in a position of confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Sexual harassment is any unsolicited conduct, comment or physical contact of a sexual nature that is unwelcome to the recipient. It includes any unwelcome sexual advances (verbal, written or physical), requests for sexual favours, sexual and sexist jokes, and the display of degrading or offensive material, when:

- Such conduct might reasonably be expected to cause insecurity, discomfort, offence, or humiliation to another person; or
- Such conduct has the purpose or effect of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment; or
- Submissions to such conduct is made either implicitly or explicitly a condition of employment; or
- Submission to or rejection of such conduct is used as a basis for any employment decision (including, but not limited to, job security, promotion, change in salary and benefits).

Which can further be defined as:

- Unwanted sexual advances including derogatory comments, gestures, looks, unnecessary/unwanted physical contact, jokes, slurs, derogatory or demeaning posters, cartoons, graffiti, drawings, or display of sexually suggestive pictures.
- Implied or expressed promises of reward or benefit for complying with a sexually oriented request.
- Implied or expressed threats of reprisal in the form of either actual reprisal or denial of opportunity for refusal to comply with a sexually oriented request; or
- Sexually oriented conduct which becomes or is implied to be a term or condition of employment, is used as a basis for employment, is used as a basis for employment decisions, or has the effect of interfering with work performance.

Other Forms of Harassment

Unwanted actions, derogatory comments, jokes, slurs, derogatory or demeaning posters, cartoons, graffiti, drawing, emails, innuendoes or taunting about or motivated by a person's race, colour, citizenship, national origin, age, religion, creed, language, marital status, family status, pregnancy/childbirth, sexual orientation, disability, political belief, gender identity or expression or any other prohibited ground of discrimination.

Poisoned or Hostile Work Environment

Furthermore, jokes, offensive literature (for example, pinups), derogatory comments or other activities based on sex or racial characteristics that intrude upon a person's dignity or that create an intimidating, hostile or offensive atmosphere constitute what is referred to as a poisoned or hostile work environment. A poisoned or hostile environment is a form of harassment and is also prohibited by law.

Harassment may occur as a single encounter or a series of incidents, persistent innuendoes, or threats. Behaviour constituting harassment is often a matter of perception and interpretation. Tolerance for what is considered acceptable behaviour may vary widely among individuals. As a general rule, harassment is considered to have taken place if a person knows or ought reasonably to know that behaviour is unwelcome.

The workplace is any place where business or work-related activities are carried out. It includes, but is not limited to, the office, office-related social functions, work assignments outside of the office, work-related travel, and work-related conferences or training sessions.

RESPONSIBILITY

All members of the workplace community share in this responsibility.

Council/Managers and Supervisors

These individuals are responsible for creating and maintaining a workplace free of harassment and discrimination and for promoting a positive work environment by understanding and upholding the principles of this policy and as follows:

- Setting a personal example of conduct consistent with this policy.
- Ensuring that employees are informed of the company's policy and procedures for dealing with concerns of harassment.
- Responding to any concern or issues of harassment that comes to their attention, treating it as a serious matter and supporting a resolution.
- Confer with CAO/Clerk or Manager with respect to the proper process for handling the situation.
- Not allowing or condoning behaviour contrary to this policy; responding or reporting to any and all conduct that comes to your attention; and
- To the extent possible, maintaining confidentiality with respect to the concerns they are involved in resolving, and

Employees

- Each employee is responsible for ensuring adherence to the spirit and intent of this policy.
- Employees are responsible for understanding and avoiding any offensive, unwelcome comments or conduct that would constitute harassment, sexual harassment, or discrimination under this policy.
- Employees are encouraged to communicate to co-workers when they are exposed to conduct or comments that are unwanted and objectionable harassment as defined by this policy.

All employees are requested to discourage their co-workers from persisting with comments, discussions and conduct that are inconsistent with the spirit of this policy.

MONITORING, REVIEW AND/OR REPORTING

This policy will be reviewed on an annual basis by all Health and Safety Committee members, Management, and the Chief Administrative Officer. A copy of an updated policy will be posted in all workplaces.

PROCEDURES FOR RESOLVING HARASSMENT/DISCRIMINATION CONCERNS

Resolution of harassment means the conduct doesn't occur in the work environment, or in the alternative, ceases immediately. Prompt and clear communication of the fact that the conduct is objectionable and must stop supports the most effective resolution. Any employee who believes they

have been subjected to harassment should promptly pursue any of the following steps and strategies to resolve the issues:

Members of Council should refer to the Code of Conduct for Members of Council and Local Boards Policy and appendices for direction on resolution procedures where a Member of Council believes they have been subjected to harassment.

Self-Help

- You are encouraged to communicate your disapproval to the individual whose conduct or comments are offensive - ask them to stop.
- persons who are advised that their comments or conduct are unwanted, and offensive are expected to cease such behaviour immediately.
- If the conduct doesn't stop, seek the assistance of manager, supervisor, or human resources.
- If the conduct doesn't stop, keep a written record of the date, times and details of the conduct and your efforts to stop it.

Informal Resolution Supports: Third Party Intervention

Not all people will be comfortable with using self-help to resolve harassment concerns. Persons are encouraged to seek the assistance of supervisors, managers or human resources to assist them in informally resolving harassment concerns and stopping objectionable conduct. Managers, supervisors, and human resources staff have been trained to and are committed to supporting you in confidentially and informally resolving such concerns. At any time you may contact your manager or supervisor or human resources to receive assistance in reviewing the concern and the options available to resolve the problem.

Complaint Procedure

Where a harassment concern is not successfully resolved through self-help, or the informal support of your supervisor or human resources or where you are comfortable only with a formal complaint process, you are encouraged to fill out a complaint form and submit it to human resources.

Should an employee decide to file a formal complaint, they should:

- Set it down in writing (with the assistance of a manager supervisor or human resources, if requested);
- Sign and file the complaint with the manager, supervisor or human resources;
- Co-operate with those responsible for investigating the complaint

Complaint Investigation Procedure

Where a formal complaint is filed the following steps will occur:

- An investigation will be initiated by human resources and completed promptly; usually within 30 days;
- Individuals who are believed to have relevant information with respect to the alleged complaint will be interviewed – notes of the interview will be taken;
- All records of the investigation will be kept confidential and information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for the investigation or corrective action, or is required by law.
- A written report of findings will be prepared at the conclusion of the investigation;

- The findings of the investigation, including any corrective actions recommended will be provided in writing and reviewed with the complainant(s);
- Appropriate remedial action will be determined and implemented where there is a finding of harassment, discrimination or reprisal in violation of this policy.

Remedial Action

If the investigation substantiates acts of harassment, discrimination or reprisal, corrective action will be taken

The objective of the remedial and corrective action is to change behaviour, eliminate harassment, discrimination or reprisal, and remedy the effects of such policy violations on either the individual or work environment. Such action may include educational initiatives, counselling or disciplinary action, including transfers, demotions, suspensions or terminations. Any disciplinary action will be noted on the offender's personnel file.

PROHIBITION OF PREPRISAL

Any retaliation or reprisal against a person pursuing the resolution of a concern under this policy, whether informally or through the complaint procedure, or against any individual for co-operating in the investigation of a complaint is strictly prohibited both at law and under this policy. Any such conduct will be subject to immediate corrective action.

CONFIDENTIALITY

It is recognized that the parties to a concern or complaint raised under this policy have a significant interest in confidentiality. To the extent possible, in both informal resolution processes and formal complaint processes, all available steps will be taken to ensure confidentiality.

Information obtained about an incident or complaint, including identifying information about any individuals involved, will not be disclosed unless the disclosure is necessary for investigating, taking corrective action, or bylaw.

No record of the complaint will be maintained on the employee file of the complainant. If there is a finding of harassment that results in disciplinary action, it will be reflected on the employee file of the harasser, in the same way as any other discipline.

WHAT EMPLOYEES NEED TO KNOW

Employees with the knowledge of current workplace environment expectations and the commitment to make their contribution to appropriate workplace environments learn the impact of Law on Rights and Responsibilities in the Workplace

Equality Rights Guarantees (the Code)

1. Review of substantive requirement:
 - Understanding protected statuses
 - Guarantee of freedom from discrimination
 - Guarantee of work environment and interactions free from harassment
 - Freedom from reprisal
 - Guarantee of accommodation in the employment relationship
 - Exploration of the substance of the guarantees and the rights and responsibilities attending equality rights guarantees.
2. Understanding your responsibility as an employee with respect to equality rights and guarantees:

- Context: Discrimination, harassment, accommodation
 - Expectations at law
 - Expectations under the employer's policies and values
 - Responsibility for your own conduct
 - Responsibility for the conduct of others
3. Contributing to a harassment-free and respectful workplace:
 - The employee as a role model
 - Support co-workers' right to respectful workplace
 - Active intervention
 - Employee as the advisor
 4. Understanding the role and responsibilities of the employer and of person in authority with respect to equality rights and compliance in the workplace:

Civil, Respectful Workplace

- Context for new standards and new responsibilities
- Reviewing our interests in a civil, respectful workplace (organizations, employees, managers)
- Defining the standards
- Rights and responsibilities re a civil, respectful workplace
- Interactions between workplace issues (absenteeism, problem with performance issues, behavioural problems) and the demand of civil, respectful workplace

Prevention, Early Detection and Resolution

1. Mutual interest in prevention, early detection, and resolution:
 - The employee as a role model
 - Management in action:
 - Role model
 - Policy clarification
 - Monitoring the workplace
 - Early detection and intervention
 - Advisory support:
 - Support for informal reinforcement of equality rights guarantees
 - Merits of timely access to informal support
 - How the advisor will function?
 - Internal formal complaint process
 - Context for formal complaint investigations
 - Understanding the process
 - Consequences of a failure to contribute to legal and corporate expectations with respect to the workplace environment
 - Costs to the workplace
 - Cost to co-workers
 - Specter of employment sanctions
 - Risk of significant legal liabilities

WHAT SUPERVISORS AND MANAGERS NEED TO KNOW

Impact of broadening scope of harassment and your obligations as a supervisor and manager.

The scope of your responsibility and the work environment includes your own conduct and the conduct of others.

The scope of current liabilities include the risk of increasing joint liabilities for the employer, supervisors and managers for failure to meet the current standards required in the workplace environment.

Benefits of this Policy

- Position supervisors and managers to reduce the risk of unacceptable workplace environment that falls below currently required standards.
- Reduces the risk of exposing the municipality, supervisors and managers, to increasingly costly liabilities.
- Positions supervisors and managers to effectively support human rights compliance in the workplace.
- Provides employer, supervisors and managers with due diligence evidence.

Knowledge of Current Equality Rights Issues

- The broadening parameters of harassment under the Code: new developments, scope of conduct: single incidents? Scope of victim? Scope of workplace; new harassment priorities: ageing employees, gender orientation, disability.
- New developments: supervisors and managers increasing responsibilities for harassment.
- New obligations regarding personal harassment: preventing violence, bullying.
- New obligation to provide a respectful and civil workplace and workplace interactions.
- Supervisors and managers practical and legal obligation

Meeting Obligations as a Manager and Supervisor for Prevention, Deterrence and Resolution

- Legal obligations – due diligence.
- Practical obligations – strategies to secure an acceptable workplace environment.
- Communications.
- Supporting and empowering employees for self-help.
- How to provide effective advisory support?
- Understanding the advantages of early informal resolution.
- How the supervisor and manager can contribute to successful early informal resolution.

Know the Cost and Consequences of Unacceptable Workplace Interactions

- Impact on workplace and workplace participants: the employer, employees, managers, supervisors, victims, individuals whose conduct falls below required standards.
- Update: Increasing liabilities for non-compliance; shared liabilities for non-compliance.
- New developments: no limits on general damages; increasing wage loss liabilities (i.e. ten years); more aggressive interventions into the workplace.

MONITORING, REVIEW AND/OR REPORTING

This policy will be reviewed on an annual basis by all Health and Safety Committee members, Management, and the Chief Administrative Officer. A copy of an updated policy will be posted in all workplaces.

Health and Safety Policy Compliance Sign off Form

COMPANY NAME:
NAME OF AUTHORIZED REPRESENTATIVE:
TITLE:
SIGNATURE:
DATE:

I confirm I have received the Municipality's "Policies Applicable to Contractors, Service Providers and Consultants doing work on-site at any Municipal Properties" document and have reviewed the following:

- ☐ Accessibility Policy
- ☐ Code of Conduct
- ☐ Commitment to a Civil, Workplace
- ☐ Occupational Health and Safety Policy
- ☐ Occupational Health and Safety Policy - Contractors
- ☐ Acknowledgement of Health and Safety Compliance Letter
- ☐ Violence in the Workplace Policy
- ☐ Workplace Harassment & Discrimination
- ☐ Workplace Safety and Insurance Board "Letter of good standing" is attached (if applicable).

I acknowledge and agree to abide by the aforementioned documents and understand that any violation of the policies may result in sanctions against me and/or my company including ineligibility for Municipal contract work.

Please return this completed form to the Municipality of Dutton Dunwich prior to any work commencing.

SPECIFICATIONS FOR CONSTRUCTION OF MUNICIPAL DRAINAGE WORKS

G E N E R A L I N D E X

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STANDARD DETAILED DRAWINGS		SDD-01 to SDD-05



SECTION A - GENERAL WORK

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SECTION A

GENERAL WORK

A.1 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Contractor is notified of the acceptance of his tender or at a later date, if set out as a condition of the tender. If weather creates poor ground or working conditions the Contractor may be required, at the discretion of the Engineer, to postpone or halt work until conditions become acceptable.

As noted on the drawn, the contractor must first arrange for a preconstruction meeting to be held on the site with the Contractor and affected owners attending to review in detail the construction scheduling, access and other pertinent details. The Contractor's costs for attending this meeting shall be included in his lump sum tender price. If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Superintendent a minimum of twenty-four (24) hours' notice prior to returning to the project.

The work must be proceeded with in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the tender or in the contract documents.

A.2 WORKING AREA AND ACCESS

The working area available to the Contractor to construct the drain and related works including an access route to the drain shall be as specified on the drawings.

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately in order that negotiations with the affected owners can take place.

Where a Contractor exceeds the specified widths due to the nature of his operations and without authorization, he shall be held responsible for the costs of all additional damages and the amount shall be deducted from his contract price and paid to the affected owners by the Municipality.

A.3 ROAD CROSSINGS

.1 General

- .1 Scope: These specifications apply to all road crossings - Municipal, County, Regional, or Highway Roads. Where the word "Authority" is used, it shall be deemed to apply to the appropriate owning authority. These specifications in no way limit the Authority's Specifications and Regulations governing the construction of drains on their Road Allowance. The Authority will supply no labour, equipment or materials for the construction of the road crossing unless otherwise noted on the drawings.
- .2 Road Occupancy Permit: Where applicable the Contractor must submit an Application for a Road Occupancy Permit to the Authority and allow a minimum of 5 working days (exclusive of holidays) for its review and issuance.
- .3 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/Public Works Manager and the Drainage Engineer or Superintendent for review and approval a minimum of five (5) working days (exclusive of holidays) prior to proceeding with any work on road allowance. It shall be the Road Authority's responsibility to notify all the applicable emergency services, schools, etc. of the road closure or construction taking place.
- .4 Traffic Control: Where the Contractor is permitted to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route to the satisfaction of the Road Authority. Otherwise, the Contractor shall keep the road open to traffic at all times. The Contractor shall provide, for the supply, erection and maintenance, suitable warning signs and/or flagmen in accordance with the Manual of Uniform Traffic Control Devices and to the satisfaction of the Road Authority to notify the motorists of work on the road ahead.



A.3 **ROAD CROSSINGS** (cont'd)

- .5 **Site Meeting/Inspection:** A site meeting shall be held with the affected parties to review in detail the crossing and/or its related works. The Authority's Inspector and/or the Drainage Engineer will inspect the work while in progress to ensure that the work is done in strict accordance with the specifications.
- .6 **Weather:** No construction shall take place during inclement weather or periods of poor visibility.
- .7 **Equipment:** No construction material and/or equipment is to be left within 3 meters of the edge of pavement overnight or during periods of inclement weather.

.2 **Jacking and Boring**

- .1 **Material:** The bore pipe shall consist of new, smooth wall steel pipe, meeting the requirements of H20 loading for road crossings and E80 loading for railway crossings. The minimum size, wall thickness and length shall be as shown on the drawings. Where welding is required, the entire circumference of any joint shall be welded using currently accepted welding practices.
- .2 **Site Preparation and Excavation:** Where necessary, fences shall be carefully taken down as specified in the General Conditions. Prior to any excavation taking place, all areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the bore operation, off the line of future tile placement and out of existing water runs or ditches. The bore pit shall be located at the upstream end of the bore unless otherwise specified or approved. Bore pits shall be kept back at least 1 meter from the edge of pavement and where bore pits are made in any portion of the shoulder, the excavated material shall be disposed of off the road allowance and the pit backfilled with thoroughly compacted Granular "A" for its entire depth.
- .3 **Installation:** The pipe shall be installed in specified line and grade by a combination of jacking and boring. Upon completion of the operations, both ends of the bore pipe shall be left uncovered until the elevation has been confirmed by the Engineer or Superintendent. The ends of the bore pipe shall be securely blocked off and the location marked by means of a stake extending from the pipe invert to 300mm above the surrounding ground surface.
- .4 **Unstable Soil or Rock:** The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered. Any bore pipe partially installed shall be left in place until alternative methods or techniques are determined by the Engineer after consultation with the Contractor, the Superintendent and the owning authority.
- .5 **Tile Connections:** Prior to commencement of backfilling, all tile encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for each connection will be made at the rate outlined in the Form of Tender and Agreement.
- .6 **Backfill:** Unless otherwise specified, the area below the proposed grade shall be backfilled with a crushed stone bedding. Bore pits and excavations outside of the shoulder area may be backfilled with native material compacted to a density of 95% Standard Proctor. All disturbed areas shall be neatly shaped, have the topsoil replaced and hand seeded. Surplus material from the boring operation shall be removed from the site at the Contractor's expense.
- .7 **Restoration:** The entire affected area shall be shaped and graded to original lines and grades, the topsoil replaced, and the area seeded down at the rate of 85 kg/per ha. unless otherwise specified or in accordance with the M.T.O. Encroachment Permit. Fences shall be restored to their original condition in accordance with the General Conditions.
- .8 **Acceptance:** All work undertaken by the Contractor shall be to the satisfaction of the Engineer.



A.3 **ROAD CROSSINGS** (cont'd)

.3 **Open Cut**

- .1 **Material**: The culvert or sub-drain crossing pipe material shall be specified on the drawings.
- .2 **Site Preparation and Excavation**: Where necessary, fences shall be carefully taken down as specified in the general conditions. Prior to any excavation taking place, the areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the construction area.
- .3 **Installation**: The pipe shall be installed using bedding and cover material in accordance with Standard Detailed Drawing No. 2 or detail provided on drawings.
- .4 **Unstable Soil or Rock**: The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered.
- .5 **Tile Connections**: Prior to commencement of backfilling, all tiles encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for connections not shown on the drawings shall be an extra to the contract.
- .6 **Backfill**: Backfill from the top of the cover material up to the underside of road base shall meet the requirements for M.T.O. Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to produce a density of 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, both meeting M.T.O. requirements. Granular road base materials shall be thoroughly compacted to produce a density of 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing an HL-4 Hot Mix Asphalt patch of the same thickness as the existing pavement. The asphalt patch shall be flush with the existing roadway on each side and not overlap. If specified, the asphalt patch shall not be placed immediately over the road base and the Granular "A" shall be brought up flush with the existing asphalt and a liberal amount of calcium chloride shall be spread on the gravel surface. The asphalt patch must be completed within the time period set out on the drawing.

The excavated material from the trench beyond a point 2.5 meters 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. This material should be compacted in layers not exceeding 600mm.

A.4 **SURPLUS EXCAVATED MATERIAL AND GRAVEL**

Excess excavated material from open cut installation through roads, railways, laneways and lawn/grass areas, shall be removed and disposed of off-site by the Contractor as part of their lump sum installation price. If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used in the construction of the works, the Contractor shall haul away such surplus gravel or stone unless otherwise approved.

A.5 **FENCES**

No earth shall be placed against fences and all fences removed by the Contractor are to be replaced by him in as good condition as found. In general, the Contractor will not be allowed to cut existing fences but shall disconnect existing fences at the nearest anchor post or other such fixed joint and shall carefully roll it back out of the way. Where the distance to the closest anchor post or fixed joint exceeds 50 meters, the Contractor will be allowed to cut and splice in accordance with accepted methods and to the satisfaction of the owner and the Engineer or Superintendent. Where existing fences are deteriorated to the extent that existing materials are not salvageable for replacement, the Contractor shall notify the Engineer or the Superintendent prior to dismantling. Fences damaged beyond salvaging by the Contractor's negligence shall be replaced with new materials, similar to those existing, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the owner and the Engineer or Superintendent. The site examination should indicate to the Contractor such work, if any, and an allowance should be made in the tendered price.

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

A.6 LIVESTOCK

The Contractor shall provide each property owner with 48 hours' notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the property owner shall be responsible to keep all livestock clear of the construction areas until further notified. Where necessary, the Contractor will be directed to erect temporary fences. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock, where the injury or damage is caused by his failure to notify the property owner or through negligence or carelessness on the part of the Contractor.

The Contractor constructing a tile drain shall not be held responsible for damages or injury to livestock occasioned by leaving trenches open for inspection by the Engineer if he notifies the owner at least 48 hours prior to commencement of the work on that portion. The Contractor will be held liable for such damages or injury if the backfilling of such trenches is delayed more than 1 day after acceptance by the Engineer.

A.7 STANDING CROPS

The Contractor shall not be held responsible for damages to standing crops within the working area available and the access route provided if he notifies the owner thereof at least 48 hours prior to commencement of the work on that portion.

A.8 RAILWAYS, HIGHWAYS, UTILITIES

A minimum of forty-eight (48) hours' notice to Railways, Highways and Utilities, exclusive of Saturdays, Sundays and Holidays, shall be required by the Contractor prior to any work being performed and in the case of a pipe being installed by open cutting or boring under a Highway or Railway, a minimum of 72 hours' notice is required.

A.9 UTILITIES

The attention of the Contractor is drawn to the presence of utilities along the course of the drain. The Contractor will be responsible for determining the location of all utilities and will be held liable for any damage to all utilities caused by his operations. The Contractor shall co-operate with all authorities to ensure that all utilities are protected from damage during the performance of the work. The cost of any necessary relocation work shall be borne by the utility. No allowance or claims of any nature will be allowed on account for delays or inconveniences due to utilities relocation, or for inconveniences and delays caused by working around or with existing utilities not relocated.

A.10 IRON BARS

The Contractor shall be held liable for the cost of an Ontario Land Surveyor to replace any iron bars destroyed during the course of construction.

A.11 STAKES

At the time of the survey, stakes are set along the course of the drain at intervals of 50 meters. The Contractor shall ensure that the stakes are not disturbed unless approval is obtained from the Engineer. Any stakes removed by the Contractor without the authority of the Engineer, shall be replaced at the expense of the Contractor. At the request of the Contractor, any stakes which are removed or disturbed by others or by livestock, shall be replaced at the expense of the drain.



A.12 **RIP-RAP**

Rip-rap shall be specified on the drawings and shall conform to the following:

- .1 **Quarry Stone**: shall range in size from 150mm to 300mm evenly distributed and shall be placed to a 300mm thickness on a filter blanket at a 1.5 to 1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.
- .2 **Broken Concrete**: may be used in areas outside of regular flows if first broken in maximum 450mm sized pieces and mixed to blend with quarry stone as above. No exposed reinforcing steel shall be permitted.
- .3 **Shot Rock**: shall range in size from 150mm to 600mm placed to a depth of 450mm thickness on a filter blanket at a 1.5:1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.

A.13 **GABION BASKETS**

Supply and install gabion basket rip-rap protection as shown on the drawings.

Gabion baskets shall be as manufactured by Maccaferri Gabions of Canada Ltd. or approved equal and shall be assembled and installed in strict accordance with the manufacturer's recommendations.

The gabion fill material shall consist solely of fractured field stone or gabion stone graded in size from 100mm to 200mm (4" to 8") and shall be free of undersized fragments and unsuitable material.

A.14 **RESTORATION OF LAWNS**

- .1 **General**: Areas noted on the drawings to be restored with seeding or sodding shall conform to this specification, and the Contractor shall allow for all costs in his lump sum bid for the following works.
- .2 **Topsoil**: Prior to excavation, the working area shall be stripped of existing topsoil. The topsoil stockpile shall be located so as to prevent contamination with material excavated from the trench. Upon completion of backfilling operations, topsoil shall be spread over the working area to a depth equal to that which previously existed but not less than the following:
 - Seeding and sodding - minimum depth of 100mm
 - Gardens - minimum depth of 300mm

In all cases where a shortfall of topsoil occurs, whether due to lack of sufficient original depth or rejection of stockpiled material due to Contractor's operations, imported topsoil from acceptable sources shall be imported at the Contractor's expense to provide the specified depths. Topsoil shall be uniformly spread, graded, and cultivated prior to seeding or sodding. All clods or lumps shall be pulverized, and any roots or foreign matter shall be raked up and removed as directed.

.3 **Sodding**

- .1 **Materials**: Nursery sod to be supplied by the Contractor shall meet the current requirements of the Ontario Sod Growers Association for No. 1 Bluegrass Fescue Sod.
- .2 **Fertilizer**: Prior to sod placement, approved fertilizer shall be spread at the rate of 5kg/100m² of surface area and shall be incorporated into such surfaces by raking, discing or harrowing. All surfaces on which sod is to be placed shall be loose at the time of placing sod to a depth of 25mm.
- .3 **Placing Sod**: Sod shall be laid lengthwise across the face of slopes with ends close together. Sod shall be counter sunk along the joints between the existing grade and the new sodding to allow for the free flow of water across the joint. Joints in adjacent rows shall be staggered and all joints shall be pounded and rolled to a uniform surface.

On slopes steeper than 3 to 1, and in unstable areas, the Engineer may direct the Contractor to stake sod and/or provide an approved mesh to prevent slippages. In all cases where such additional work is required, it will be deemed an extra to the contract and shall be paid for in accordance with the General Conditions. No sod shall be laid when frozen nor upon frozen ground nor under any other condition not favourable to the growth of the sod. Upon completion of sod laying the Contractor shall thoroughly soak the area with water to a depth of 50mm. Thereafter it will be the responsibility of the property owner to maintain the area in a manner so as to promote growth.



A.14 **RESTORATION OF LAWNS (cont'd)**

- .4 **Seeding:** Seed to be supplied by the Contractor shall be "high quality grass seed" harvested during the previous year, and shall be supplied to the project in the supplier's original bags on which a tag setting out the following information is affixed:

- Year or Harvest - recommended rate of application
- Type of Mixture - fertilizer requirements

Placement of seed shall be by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of placing seed, 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 property owner to maintain the area in a manner so as to promote growth.

- .5 **Settlement:** The Contractor shall be responsible during the one-year guarantee period for the necessary repair of restored areas due to trench settlement. Areas where settlement does not exceed 50mm may be repaired by top dressing with fine topsoil. In areas where settlement exceeds 50mm, the Contractor will be required to backfill the area with topsoil and restore with seeding and/or sodding as originally specified.

A.15 **RESTORATION OF ROADS AND LANEWAYS**

- .1 **Gravel:** Restoration shall be in accordance with the applicable standard detailed drawing or as shown on the drawings.
- .2 **Asphalt and Tar and Chip:** Prior to restoration all joints shall be neatly sawcut. Restoration shall be as a in gravel above with the addition of the following:
- .1 Roads shall have the finished grade of Granular 'A', allow two courses of hot-mix asphalt (M.T.O. 310), 80mm HL6 and 40mm HL3 or to such greater thickness as may be required to match the existing.
 - .2 Laneways shall have the finished grade of Granular 'A' allow one 50mm minimum course of hot-mix asphalt (HL3) or greater as may be required to match existing.



SECTION B - OPEN DRAIN

I N D E X

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SECTION B
OPEN DRAIN

B.1 PROFILE

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the ditch in meters and decimals of a meter and also the approximate depth of cuts from the existing bottom of the ditch to the elevation of the ditch bottom. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing. A uniform grade shall be maintained between stakes in accordance with the profile drawing.

B.2 ALIGNMENT

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless otherwise noted on the drawings. Where it is necessary to straighten any bends or irregularities in alignment not noted on the drawings, the Contractor shall contact the Engineer or Superintendent before commencing the work.

B.3 CLEARING AND GRUBBING

Prior to commencement of work, 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 slope whether or not they are affected directly by the excavation. With the exception of large stumps causing damage to the drain, the side slope shall not be grubbed. All other cleared areas shall be grubbed and the stumps put into piles for disposal by the owner.

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

B.4 EXCAVATION

The bottom width and the side slopes of the ditch shall be those shown on the profile drawing.

Unless otherwise specified on the drawings, only the existing ditch bottom is to be cleaned out and the side slopes are not to be disturbed. Where existing side slopes become unstable because of construction, the Contractor shall immediately contact the Engineer or Superintendent. Alternative methods of construction and/or methods of protection will then be determined, prior to continuing the work.

Where an existing drain is being relocated or where a new drain is being constructed, the Contractor shall, unless otherwise specified, 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.

B.5 EXCAVATED MATERIAL

Excavated material shall be deposited on either or both sides of the drain as indicated on the drawings or as directed by the Engineer or Superintendent. A buffer strip of not less than 3 meters in width through farmed lands and 2 meters in width through bush areas shall be left along the top edges of the drain. The buffer strip shall be seeded and/or incorporated as specified on the drawings. The material shall be deposited beyond the specified buffer strip.

B.5 EXCAVATED MATERIAL (cont'd)

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water into the ditch so that water will be trapped behind the spoil bank. The excavated material shall be placed and levelled to a minimum width to depth ratio of 50 to 1 unless instructed otherwise. 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 to 1. The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue hardship on machinery and personnel. No excavated material shall cover any logs, scrub, debris, etc. of any kind.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the 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.

Any stones 150mm or larger left exposed on top of the levelled excavated material shall be removed and disposed of as an extra to the contract unless otherwise noted on plans.

B.6 EXCAVATION THROUGH BRIDGES AND CULVERTS

The Contractor shall excavate the drain to the full specified depth and width under all bridges. Where the bridge or culvert pipe is located within a road allowance, the excavated material shall be levelled within the road allowance. Care shall be taken not to adversely affect existing drainage patterns. 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 completed unless otherwise specified. Permanent bridges must be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Engineer or Superintendent if excavation may cause the structure to undermine or collapse.

B.7 PIPE CULVERTS

Where specified on the drawings, the existing culvert shall be carefully removed, salvaged and either left at the site for the owner or reinstalled at a new grade or location. The value of any damage caused to the culvert due to the Contractor's negligence in salvage operation will be determined and deducted from the contract price.

All pipe culverts shall be installed in accordance with the standard detail drawings as noted on the drawings. If couplers are required, 5 corrugation couplers shall be used for up to and including 1200mm dia. pipe and 10 corrugation couplers for greater than 1200mm dia.

B.8 MOVING DRAINS OFF ROADS

Where an open drain is being removed from a road allowance, it must be reconstructed wholly on the adjacent lands with a minimum distance of 2.0 meters between the property line and the top of the bank, unless otherwise noted on the drawings. The excavated material shall be used to fill the existing open ditch and any excess excavated material shall be placed and levelled on the adjacent lands beyond the buffer strip, unless otherwise noted. Any work done on the road allowance, with respect to excavation, disposal of materials, installation of culverts, cleaning under bridges, etc., shall be to the satisfaction of the Road Authority and the Engineer.

B.9 TRIBUTARY OUTLETS

The Contractor shall guard against damaging the outlets of tributary drains. Prior to commencement of excavation on each property the Contractor shall contact the owner and request that all known outlet pipes be marked by the owner. All outlets so marked or visible or as noted on the profile, and subsequently damaged by the Contractor's operations will be repaired by the Contractor at his cost. All outlet pipes repaired by the Contractor under direction of the Drainage Superintendent or Engineer which were not part of the Contract shall be considered an extra to the contract price.

B.10 **SEDIMENT BASINS AND TRAPS**

The Contractor shall excavate sediment basins prior to commencement of upstream work as shown on the plan and profile. The dimension of the basin will be in a parabolic shape with a depth of 450mm below the proposed ditch bottom and the basin will extend along the drain for a minimum length of 15 meters.

A sediment trap 300mm deep and 5 meters long with silt fence placed across ditch bottom on the downstream end of the trap shall be constructed prior to and maintained during construction, to prevent silt from flushing downstream. The silt fence shall be removed and disposed of after construction.

B.11 **SEEDING**

- .1 **Delivery:** The materials shall be delivered to the site in the original unopened containers which shall bear the vendor's guarantee of analysis and seed will have a tag showing the year of harvest.
- .2 **Hydro Seeding:** Areas specified on drawings shall be hydro seeded and mulched upon completion of construction in accordance with O.P.S.S. 572 and with the following application rates:

Primary Seed (85 kg/ha.):	50% Creeping Red Fescue 40% Perennial Ryegrass 5% White Clover
Nurse Crop	Italian (Annual) Ryegrass at 25% of Total Weight
Fertilizer (300 kg/ha.)	8-32-16
Hydraulic Mulch (2000 kg/ha.)	Type "B"
Water (52,700 litres/ha.)	

Seeding shall not be completed after September 30.

- .3 **Hand Seeding:** Hand seeding shall be completed daily with the seed mixture and fertilizer and application rate shown under "Hydro Seeding" above. Placement of the seed shall be by means of an approved mechanical spreader. Seeding shall not be completed after September 30.



SECTION C - TILE DRAIN

I N D E X

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SECTION C

TILE DRAIN

C.1 PIPE MATERIALS

- .1 **Concrete Tile:** All tile installed under these specifications shall be sound and of first quality and shall meet all A.S.T.M. Specifications current at the time of tendering. Concrete tile shall conform to Designation C412 "Extra Quality" except that the minimum compression strengths shall be increased by 25%. Heavy Duty tile shall conform to Designation C412 "Heavy Duty Extra Quality".
- .2 **Corrugated Steel Pipe:** Unless otherwise specified, all metal pipe shall be corrugated, riveted steel pipe or helical corrugated steel pipe with a minimum wall thickness of 1.6mm (16 gauge) and shall be fully galvanized.
- .3 **Plastic Tubing:** The plans will specify the type of tubing or pipe, such as non-perforated or perforated (with or without filter material).
 - i) Corrugated Plastic Drainage Tubing shall conform to the current O.F.D.A. Standards
 - ii) Heavy Duty Corrugated Plastic Pipe shall be "Boss 1000" manufactured by the Big 'O' Drain Tile Co. Ltd. or approved equal
- .4 **Concrete Sewer Pipe:** The Designations for concrete sewer pipe shall be C14 for concrete sewer pipe 450mm (18") diameter or less; and C76 for concrete sewer pipe greater than 450mm (18") diameter. Where closed joints are specified, joints shall conform to the A.S.T.M. Specification C443.

Where concrete sewer pipe "seconds" are permitted the pipe should exhibit no damages or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements for No.1, Pipe Specifications (C14 or C76). The pipe may contain cracks or chips in the bell or spigot which could be serious enough to prevent the use of rubber gaskets, but which are not so severe that the joint could not be mortared conventionally.
- .5 **Plastic Sewer Pipe:** The plans will specify the type of sewer pipe, such as non-perforated or perforated (with or without filter material). All plastic sewer pipe and fittings shall be "Boss Poly-Tite", ULTRA-RIB", "Challenger 3000" or approved equal with a minimum stiffness of 320 kpa at 5% deflection.
- .6 **Plastic Fittings:** All plastic fittings shall be "Boss 2000" or "Challenger 2000" with split coupler joints or approved equal.

C.2 TESTING

The manufacturer shall provide specimens for testing if required. The random selection and testing procedures would follow the appropriate A.S.T.M. requirements for the material being supplied. The only variation is the number of tiles tested: 200mm to 525mm dia. - 5 tile tested, 600mm to 900mm dia. - 3 tile tested. The drain will be responsible for all testing costs for successful test results. Where specimens fail to meet the minimum test requirements, the manufacturer will be responsible for the costs of the unsuccessful tests. Alternately, the Engineer may accept materials on the basis of visual inspections and the receipt in writing from the Manufacturer of the results of daily production testing carried out by the Manufacturer for the types and sizes of the material being supplied.

C.3 LINE

Prior to stringing the tile, the Contractor shall contact the Superintendent or the Engineer in order to establish the course of the drain.

Where an existing drain is to be removed and replaced in the same trench by the new drain or where the new drain is to be installed parallel to an existing drain, the Contractor shall excavate test holes to locate the existing drain (including repairing drainage tile) at intervals along the course of the drain as directed by the Engineer and/or the Superintendent. The costs for this work shall be included in the tender price.

Where an existing drain is to be removed and replaced in the same trench by the new drain, all existing tiles shall be destroyed, and all broken tile shall be disposed of offsite.

C.3 **LINE** (cont'd)

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other water courses or at sharp corners, it shall run on a curve of at least a 15-meter radius. The new tile drain shall be constructed at an offset from and generally 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 the existing tile act together to provide the necessary capacity.

C.4 **CLEARING AND GRUBBING**

Prior to commencement of drain construction, all trees, scrub, fallen timber and debris shall be cleared and grubbed from the working area. Unless otherwise specified, the minimum width to be cleared and grubbed shall be 20 meters in all hardwood areas and 30 meters in all softwood areas (willow, poplar, etc.), the width being centred on the line of the drain.

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

C.5 **PROFILE**

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the drain in meters and decimals of a meter. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing.

C.6 **GRADE**

The Contractor shall provide and maintain in good working condition, an approved system of establishing a grade sight line to ensure the completed works conform to the profile drawing. In order to confirm the condition of his system and to eliminate the possibility of minor errors on the drawings, he shall ensure his grade sight line has been confirmed to be correct between a minimum of two control points (bench marks) and shall spot check the actual cuts and compare with the plan cuts prior to commencement of tile installation. He shall continue this procedure from control point to control point as construction of the drain progresses. When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation, using the sight line, a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made in order to conform to the as built elevation of the bore pipe. All tile improperly installed due to the Contractor not following these procedures shall be removed and replaced entirely at the Contractor's cost.

When following the procedures and a significant variation is found, the Contractor shall immediately cease operations and advise the Engineer.

C.7 **EXCAVATION**

- .1 **Trench:** Unless otherwise specified, all trenching shall be done with a recognized farm tiling machine approved by the Engineer or Superintendent. The machine shall shape the bottom of the trench to conform to the outside diameter of the pipe for a minimum width of one-half of the outside diameter. The minimum trench width shall be equal to the outside diameter of the tile to be installed plus 100mm (4") on each side unless otherwise approved. The maximum trench width shall be equal to the outside diameter of the tile to be installed plus 250mm (10") on each side unless otherwise approved.

C.7 **EXCAVATION** (cont'd)

- .2 **Scalping**: Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capacity of the Contractor's tiling machine, he shall lower the surface grade in order that the tiling 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 topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion of backfilling, 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.
- .3 **Excavator**: Where the Contractor's tiling machine consistently does not have the capacity to dig to the depths required or to excavate the minimum trench width required, he shall indicate in the appropriate place provided on the tender form his proposed methods of excavation.
Where the use of an excavator is either specified on the drawings or approved as evidenced by the acceptance of his tender on which he has indicated the proposed use of a backhoe he shall conform to the following requirements:
- a) the topsoil shall be stripped and replaced in accordance with Section .2 "Scalping".
 - b) all tile shall be installed on a bed of 19mm crushed stone with a minimum depth of 150mm which has been shaped to conform to the lower segment of the tile.
 - c) the Contractor shall allow for the cost of the preceding requirements (including the supply of the crushed stone) in his lump sum tender price unless it is otherwise provided for in the contract documents.
- .4 **Backfilling Ditch**: Where the contract includes for a closed drain to replace an open drain and the ditch is to be backfilled, the Contractor shall install the tile and backfill the trench prior to backfilling the ditch unless otherwise noted. The distance the trench shall be located away from the ditch shall be as noted on the drawings, (beyond area required for stockpiling topsoil and backfilling). After tile installation is complete topsoil (if present) shall be stripped and stockpiled within the above limits prior to backfilling of ditch. Only tracked equipment shall be permitted to cross backfilled tile trench and must be at 90 degrees to line of tile.

C.8 **INSTALLATION**

The tile is to be laid with close fitting joints and in regular grade and alignment in accordance with the plan and profile drawings. The tiles are to be bevelled, if necessary, to ensure close joints (in particular around curves). Where, in heavy clay soils, the width of a joint exceeds 10mm the joint shall be wrapped with filter cloth as below. Where the width of a joint exceeds 12mm the tile shall first be removed and the joint bevelled to reduce the gap. The maximum deflection of one tile joint shall be 15 degrees. Where a drain connects to standard or ditch inlet catchbasins or junction box structures, the Contractor shall include in his tender price for the supply and installation of compacted Granular 'A' bedding under areas backfilled from the underside of the pipe to undisturbed soil. The connections will then be grouted.

Where a tile drain passes through a bore pit, the Tile Contractor shall include in his tender price for the supply and placement of compacted Granular "A" bedding from the underside of the pipe down to undisturbed soil within the limits of the bore pit.

As above and where soil conditions warrant, the Engineer may require (or as specified on the drawings) that each tile joint be wrapped with synthetic filter cloth. The width of the filter cloth shall be 300mm wide for tile sizes of 150mm to 300mm and 400mm wide for sizes of 350mm to 750mm. The filter cloth shall cover the full perimeter of the tile and overlap a minimum of 100mm or as specified on the drawings. The type of cloth shall be Mirafi 140NL for loam soils and 150N for sandy soil. Any such work not shown on the drawings shall be considered as an addition to the contract price unless specified on the drawings.

C.9 **ROAD AND LANEWAY SUB-SURFACE CROSSINGS**

All road and laneway crossings may be made with an open cut in accordance with standard detailed drawings in the specifications or on the drawings. The exact location of the crossing shall be verified and approved by the Road Authority and the Engineer and/or Superintendent.

C.10 BACKFILLING

As the laying of the tile progresses, blinding up to the springline including compaction by tamping (by hand) is to be made on both sides of the tile. No tile shall be backfilled until inspected by the Engineer or Drainage Superintendent unless otherwise approved by the Engineer.

The remainder of the trench shall be backfilled with special care being taken in backfilling up to a height approximately 150mm above the top of the tile to ensure that no tile breakage occurs. During the backfilling operation no equipment shall be operated in a way that would transfer loads onto the tile trench. Surplus material is to be mounded over the tile trench so that when settlement takes place the natural surface of the ground will be restored. Upon completion, a minimum cover of 600mm is required over all tile. Where stones larger than 150mm are present in the backfill material, they shall be separated from the material and disposed of by the Contractor.

Where a drain crosses a lawn area, the backfilling shall be carried out as above except that, unless otherwise specified, the backfill material shall be mechanically compacted to eliminate settlement.

C.11 UNSTABLE SOIL

The Contractor shall immediately contact the Engineer or Superintendent if quicksand is encountered, such that installation with a tiling machine is not possible. The Engineer shall, after consultation with the Superintendent and Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation. Where directed by the Engineer, test holes are to be dug to determine the extent of the affected area. Cost of test holes shall be considered an addition to the contract price.

C.12 ROCKS

The Contractor shall immediately contact the Engineer or Superintendent if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a tiling machine. The Engineer or Superintendent may direct the Contractor to use some other method of excavating to install the drain. The basis of payment for this work shall be determined by the Engineer and Drainage Superintendent.

If only scattered large stones or boulders are removed on any project, the Contractor shall haul same to a nearby bush or fence line, or such other convenient location as approved by the Landowners(s).

C.13 BROKEN, DAMAGED TILE OR EXCESS TILE

The Contractor shall remove and dispose of off-site all broken (existing or new), damaged or excess tile or tiles. If the tile is supplied by the Municipality, the Contractor shall stockpile all excess tile in readily accessible locations for pickup by the Municipality upon the completion of the job.

C.14 TRIBUTARY DRAINS

Any tributary tile encountered in the course of the drain shall be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary tile drains encountered are clean or reasonably clean, they shall be connected into the new drain. Where existing drains are full of sediment, or contain pollutants, the decision to connect those drains to the new drain shall be left to the Engineer or Superintendent. Each tributary tile connection made by the Contractor shall be located and marked with a stake and no backfilling shall take place until the connection has been approved by the Engineer or Superintendent.

For tributary drains 150mm dia. or smaller connected to new tiles 250mm dia. or larger, and for 200mm dia. connected to 350mm dia. or larger, the Contractor shall neatly cut a hole in the middle of a tile length. The connections shall be made using a prefabricated adaptor. All other connections shall be made with prefabricated wyes or tees conforming to Boss 2000 split coupler or approved equal.

Where an open drain 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. All existing metal outlet pipes shall be carefully removed, salvaged, and left for the owner. Where the grade of the connection passes through the newly placed backfill in the ditch, the backfill material below the connection shall be thoroughly compacted and metal pipe of a size compatible with the tile outlet shall be installed so that a minimum length of 2 meters at each end is extending into undisturbed soil.



C.14 **TRIBUTARY DRAINS** (cont'd)

Where locations of tiles are shown on the drawings the Contractor shall include in his tender price, all costs for connecting those tiles to the new drain regardless of length.

Where tiles not shown on the drawings are encountered in the course of the drain, and are to be connected to the new drain, the Contractor shall be paid for each connection at the rate outlined in the Form of Tender and Agreement.

C.15 **OUTLET PIPES**

Corrugated steel pipe shall be used to protect the tile at its outlet. It shall have a hinged metal grate with a maximum spacing between bars of 40mm. The corrugated steel pipe shall be bevelled at the end to generally conform to the slope of the ditch bank and shall be of sufficient size that the tile can be inserted into it to provide a solid connection. The connection will then be grouted immediately.

The installation of the outlet pipe and the required rip-rap protection shall conform to the standard detailed drawing as noted on the drawing.

C.16 **CATCHBASINS AND JUNCTION BOXES**

- .1 **Catchbasins:** Unless otherwise noted or approved, catchbasins shall be in accordance with O.P.S.D. 705.010, 705.030. All catchbasins shall include two - 150mm riser sections for future adjustments. All ditch inlet catchbasins shall include one 150mm riser section for future adjustments. The catchbasin top shall be a "Bird Cage" 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 catchbasin 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 with a steel angle frame.

The exact location and elevation of catchbasins shall be approved by the Road Authority or the Engineer/Superintendent. Catchbasins offset from the drain shall have "Boss 2000" 200mm diameter leads or approved equal unless otherwise noted and the leads shall have a minimum of 600mm of cover. The leads shall be securely grouted at the structures and the drain.

- .2 **Junction Boxes:** Junction boxes shall be the precast type unless otherwise approved. Dimensions for precast junction boxes shall conform to those for catchbasins. The inside dimensions of the box shall be a minimum of 100mm larger than the outside diameter of the largest pipe being connected. The minimum cover over the junction box shall be 600mm. Benching to spring line shall be supplied with all junction boxes.
- .3 **Connections:** Catchbasins and junction boxes shall not be ordered until elevations of existing pipes being connected have been verified in the field as indicated on the drawings. All connections shall be securely grouted at both the inside and outside walls of the structure.
- .4 **Installation:** Where the native material is clay, all catchbasins shall be backfilled with an approved granular material placed and compacted to a minimum width of 300mm on all sides with the following exception. Where the native material is sandy or granular in nature it may be used as backfill. Filter cloth shall be placed between the riser sections of all catchbasins.

Where the Contractor has over excavated or where ground conditions warrant, the structure shall be installed on a compacted granular base.

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. Topsoil shall be distributed to a 65mm thickness and seeded unless otherwise specified. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 meters each way from all catchbasins.



C.17 BLIND INLETS

Where specified, blind inlets shall be installed along the course of the drain in accordance with details on the drawings.

C.18 GRASSED WATERWAY

Topsoil to be stripped from construction area and stockpiled prior to construction of waterway. Waterway to be graded into a parabolic shape to the width shown on the drawings. Topsoil to be relevelled over the waterway and other areas disturbed by construction.

Waterway to be prepared for seeding by harrowing and then seeded by drilling followed by rolling. Seeding rate to be 85 Kg/Ha with the following mixture:

- 30% Canon Canada Bluegrass
- 25% Koket Chewings Fescue
- 30% Rebel Tall Fescue
- 15% Diplomat Perennial Rye
- Plus #125 Birdsfoot Trefoil (25% of Total Weight)

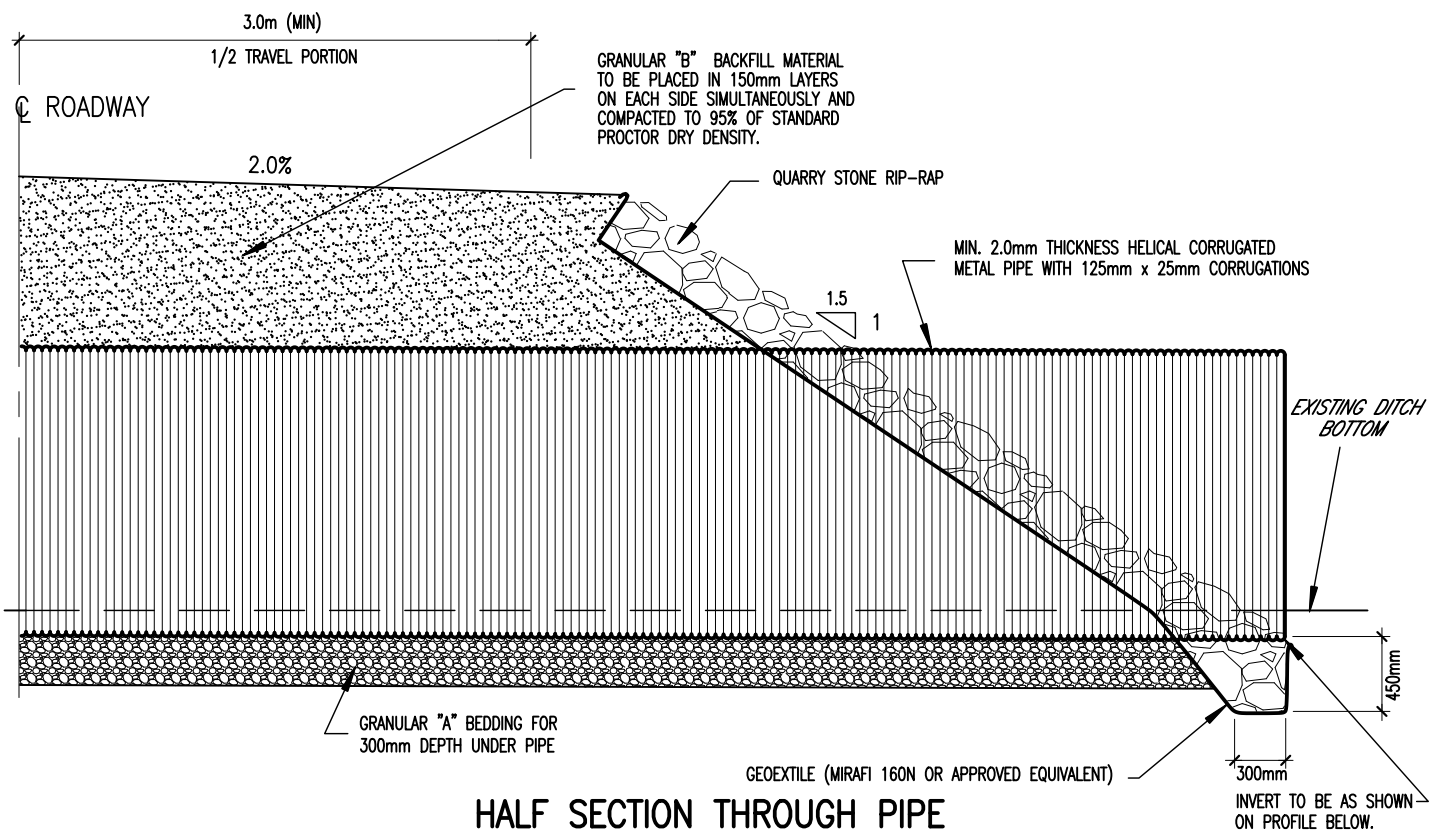
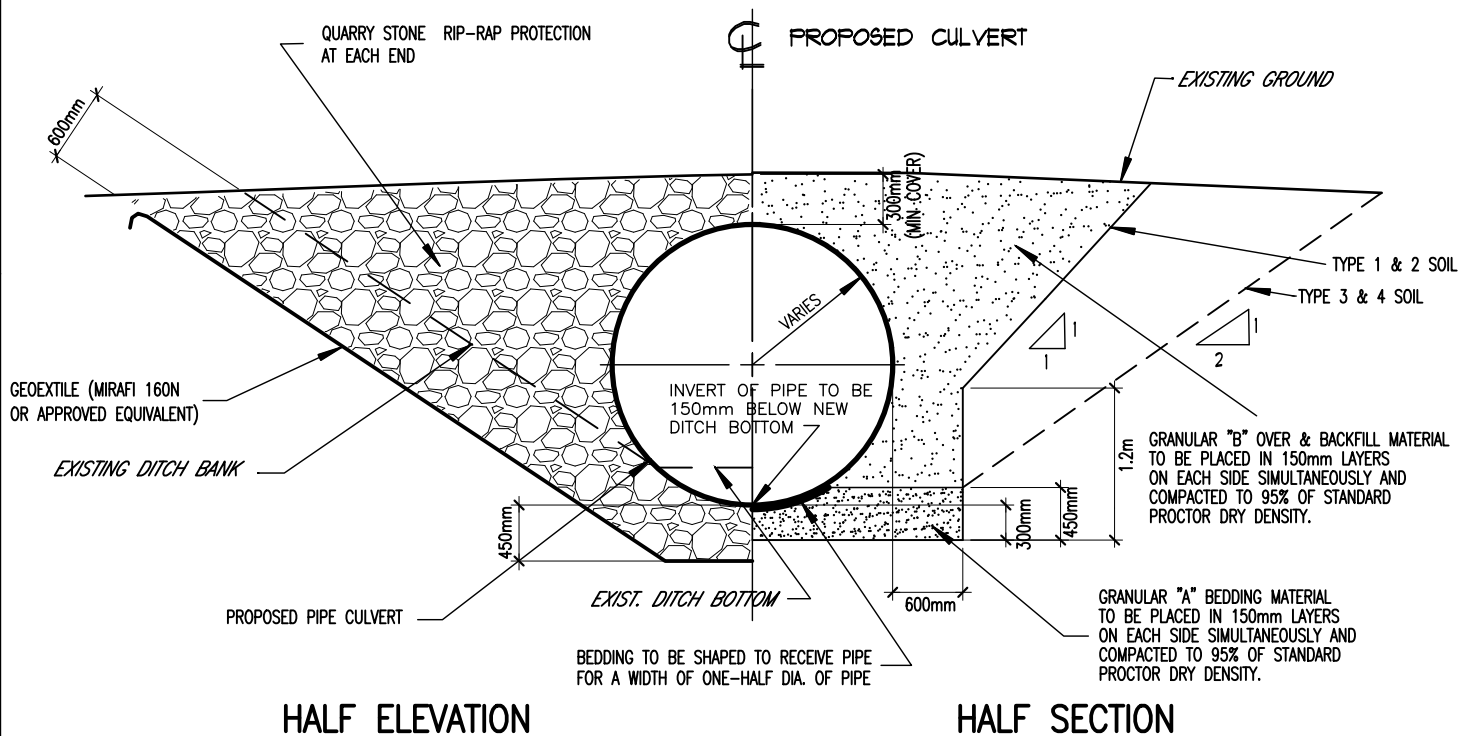
C.19 BACKFILLING EXISTING DITCHES

The Contractor shall backfill the ditch sufficiently for traversing by farm machinery. If sufficient material is not available from the old spoil banks 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 ditch unless otherwise specified on the contract drawings. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period. The final grade of the backfilled ditch shall provide an outlet for surface water.

C.20 RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEM

Drainage guide for Ontario, Ministry of Agriculture, Food and Rural Affairs Publication Number 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 this contract.

The requirements of licensing of operators, etc. which apply to the installation of closed drains under the Tile Drainage Act shall also be applicable to this contract in full unless approval otherwise is given in advance by the Engineer.



NOTES

- 1) WHERE THE CULVERT IS TO BE INSTALLED IN POOR SOIL CONDITIONS, THE BEDDING MATERIAL SHALL BE 19mm CRUSHED STONE COMPLETELY WRAPPED IN GEOTEXTILE SUCH AS MIRAFI 160N OR APPROVED EQUIVALENT.

TYPICAL FARM CULVERT INSTALLATION DETAIL

Scale: N.T.S.

Approved by:

Date: January 1983

Drawn by: jk

M.P.D.

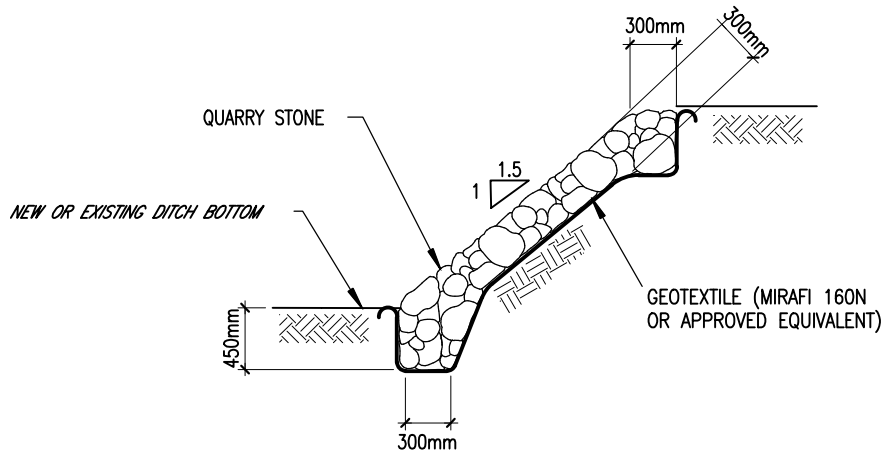
Revised: November 2000

ELEVATION & SECTION

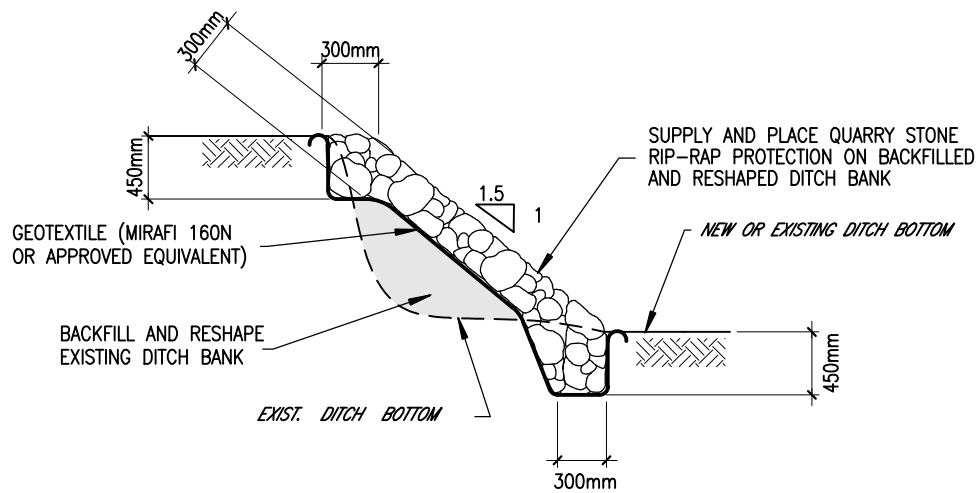


SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

STANDARD
DETAILED
DRAWING
No. 01



TYPICAL DITCH BANK RIP-RAP



**TYPICAL DITCH BANK RIP-RAP
WITH BACKFILLING OF WASHOUT**

TYPICAL DITCH BANK RIP-RAP DETAILS

Scale: N.T.S.

Approved by:

Date: July 2000

Drawn by: jk

M.P.D.

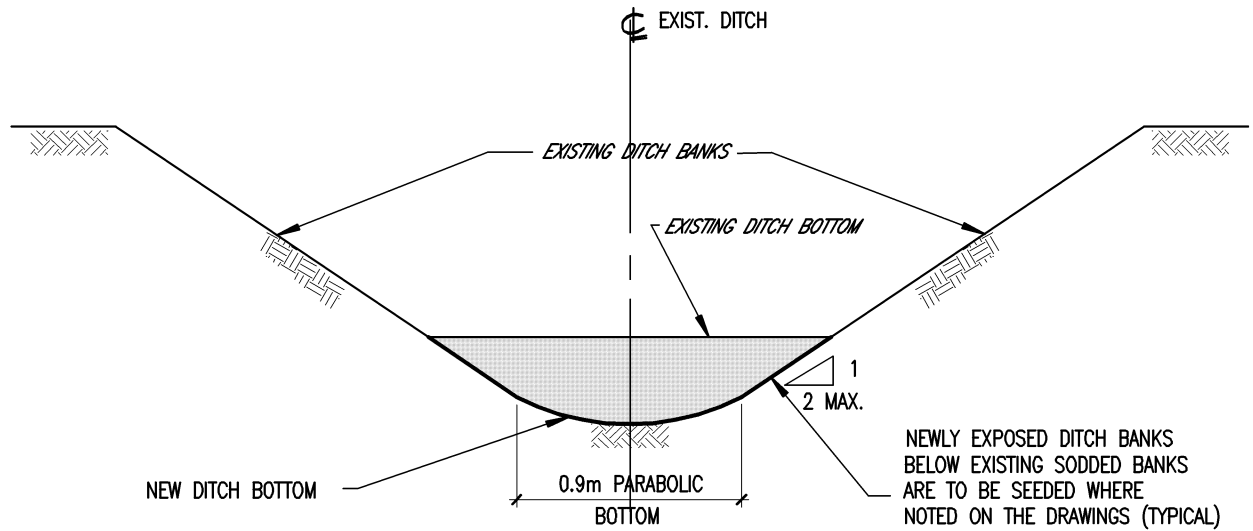
Revised: November 2000

SECTIONS

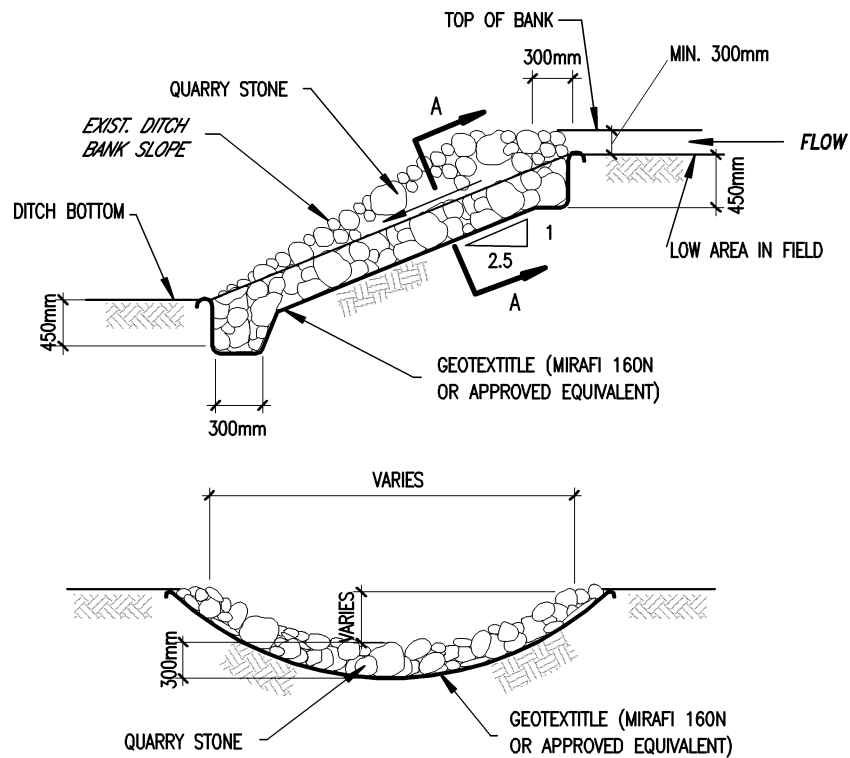


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CONSULTING ENGINEERS ARCHITECTS

STANDARD
DETAILED
DRAWING
No. **04**



TYPICAL DITCH BOTTOM CLEANOUT



SECTION A-A

TYPICAL ROCK CHUTE

TYPICAL DITCH BOTTOM CLEANOUT TYPICAL ROCK CHUTE CONSTRUCTION

Scale: N.T.S.

Approved by:

Date: November 2000

Drawn by: jk

M.P.D.

Revised:

SECTIONS



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