

SPRUYTTE-CUNNINGHAM DRAIN TENDER

THE MUNICIPALITY OF NORTH MIDDLESEX
TENDER for CONTRACT IO-01-2026



CLOSING DATE: January 16, 2026 @ 12 p.m. (Noon)

BID FORM
SPRUYTTE-CUNNINGHAM DRAIN TENDER
MUNICIPALITY OF NORTH MIDDLESEX

OWNER: The Municipality of North Middlesex
CONTRACT ADMINISTRATOR: R. Dobbin Engineering Inc.
LOCATION: Lot 23, Concession 4 in the Municipality of North Middlesex.

Bids will be received in sealed envelopes clearly marked **"Spruytte-Cunningham Drain"** at the
Municipal office of:

The Municipality of North Middlesex
229 Parkhill Main Street
Parkhill, ON
N0M 2K0

Your bid must be received at the above specified location no later than:

Friday January 16, 2026

12:00 p.m. (Noon) LOCAL TIME

Bid inquiries shall be submitted to Josh Warner, R. Dobbin Engineering Inc.:

Josh Warner, P. Eng.

R. Dobbin Engineering Inc.

4218 Oil Heritage Road

Petrolia, Ontario

josh@dobbineng.com

(519)-882-0032 ext. 204

Tender enquiries shall be accepted until January 13, 2026

SCHEDULE OF TENDER PRICES

TENDER PRICE

A. **Offer by:** _____
Name: _____
Address: _____

HST #: _____
Date: _____
To: The Municipality of North Middlesex

We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bid, and having inspected all the Contract Documents and Drawings, hereby agree to enter into a Contract and perform all the Work in accordance with the Contract Documents and Drawings to the satisfaction of the Contract Administrator for the total bid price **INCLUDING HST** of:

_____ (\$ _____)

1. ADDENDA

We agree that we have received addenda ____ to ____ inclusive, and the bid price includes the provisions set out in such addenda.

TENDER TABLE

<u>Item Description (Supply and Install New)</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost (\$)</u>	<u>Total (\$)</u>
Pre-Construction Meeting	1	LS		
De-Watering c/w Turbidity Curtain	1	LS		
Removal and Disposal of Existing Culvert and Level Excess Material	1	LS		
Remove and Reinstall Concrete Blocks at Outlet	1	LS		
Supply and Install 1400mmø CSP Pipe	47	m		
Clear Stone Bedding	170	tonne		
Supply and Install Granular "B"	100	tonne		
Supply and Install 100% Crushed Granular "A"	30	tonne		
Restoration/Seeding	1	LS		
Rip Rap	20	tonne		
Provisional: Supply and Install Additional Concrete Blocks	5	each		
Contingency	1	LS	3,500	3,500

Sub Total

HST (13%)

Total Tender Price

OFFERED ON BEHALF
OF THE CONTRACTOR

COMPANY NAME

SIGNATURE

CONTRACTOR'S SEAL
(See Note Below)

SIGNATURE

WITNESS (See Note Below)

COMPANY STREET ADDRESS

CITY, PROVINCE, POSTAL CODE

DATE OF OFFER

The Contractor agrees to complete substantially the work included in the contract barring delays regarding strikes and acts of God beyond our control, within _____ working days from the time of starting construction.

Note: Contractor to have the necessary signatures to bind the company. If a Contractor's seal is used there is no need for the offer to be witnessed. If no Contractor's seal is used, then a witness signature is needed.

CONDITIONS OF BID

1. The lowest or any bid will not necessarily be accepted by the Owner.
2. Contract Drawings 1 to 2 and the attached Specifications of Work for the Spruytte-Cunningham Drain are made part of this Contract Bid. The Contractor is to complete construction in accordance with the Drawings and the conditions indicated within this Bid Document.
3. A Form of Agreement is required to be signed and returned within 10 days of the award of contract.
4. TENDER DEPOSIT

The tender shall be accompanied by a tender deposit in the form of a certified cheque or a Bid Bond payable to the Owner (Municipality of North Middlesex) in the amount of 10% of the value of the tender price.

The Tenderers shall keep their tenders open for acceptance for 45 days after the closing date. Withdrawal during this period will result in forfeiture or enforcement of the tender deposit or Bid Bond.

Upon being notified that the tender has been accepted, the Contractor shall execute copies of the Agreement, supply bonds and insurance documents as specified, and start Work as specified.

Failure to execute the copies of the Agreement, or to supply bonds and insurance documents, within one week of the date of acceptance of the tender, will automatically mean the forfeiture or enforcement of the tender deposit. Tender deposits of unsuccessful Tenderers will be returned not later than two weeks following Tender close. The tender deposit of the successful Tenderer will be returned once the Contract Security is in place.

5. CONTRACT SECURITY

The bid deposit of the successful Tender shall be retained by the Municipality of North Middlesex until the contract is completed and a completion certificate is issued by the Engineer. The successful Contractor shall have the option of furnishing the Municipality of North Middlesex with a Performance Bond in the amount of one hundred percent (100%) of the total tender price (not including HST). The Performance Bond shall ensure completion of the work and maintenance of the work for a period of one year after the date of the completion certificate.

6. SCHEDULE

- a) The Contract is to be completed on or before – **September 15, 2026.**
- b) If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the Work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the Works.

7. EXAMINATION

- a) Upon receipt of Documents, verify that they are complete; notify the Contract Administrator should the Documents be incomplete.
- b) Each firm submitting a Tender shall carefully examine the Documents for discrepancies or omissions, and immediately notify the Consultant upon finding discrepancies or omissions, at least four (4) days prior to the date specified for closing.
- c) All firms submitting Tenders will acknowledge receipt of Addenda in the space provided in the Tender Form. If no Addenda are received, insert the word "None" in the space provided.

8. EXAMINATION OF SITE

- a) The Tenderers shall visit the site of the Work before submitting their Tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the Work. They shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the subsurface materials and conditions.
- b) The Tenderer shall not claim at any time after submission of their Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

9. INSURANCE

- a) The successful Bidder will file with the Municipality within 10 calendar days of award of Contract, General Liability, Automobile and Property Damage Insurance coverage required by the Ontario Provincial Standard General Conditions.

10. WORKER'S SAFETY INSURANCE BOARD

- a) The successful Bidder will file with the Municipality within 10 calendar days of award of Contract, a current Certificate of good standing from the Worker's Safety Insurance Board (WSIB).

11. TIME CONSTRAINTS

- a) All Work shall be completed within the times outlined in The Municipality of North Middlesex noise by-law regulations.
- b) No weekend Work is permitted without prior approval by The Municipality of North Middlesex.

12. GUARANTEE PERIOD

- a) The Contractor shall guarantee the Material and Work shall for a period of twelve (12) months from the acceptance date remain in such condition as will meet the Contract Administrator's approval, and that they will make good in a permanent manner, satisfactory to the Contract Administrator, any imperfections due to materials or workmanship used in the construction and any damage caused by such imperfections. The decision of the Contract Administrator shall be final as to the nature and cause of such imperfections and the necessity for remedying them.

Should the Contractor fail to comply with the directions of the Contract Administrator, the Contract Administrator may, after giving the Contractor forty-eight (48) hours written notice, perform the necessary Work, and the cost may be deducted, or collected by the Owner as provided in the Contract.

- b) Notwithstanding the provision of the subsection (a) of this clause, the Contract Administrator may, in cases of danger or public safety, make such immediate arrangements for repairs as he/she sees fit, and the Contract Administrator will inform the Contractor of such action. The cost of such emergency Work shall be borne by the Contractor.
- c) If the Contract Administrator notifies the Contractor, in writing, of imperfections prior to the termination of the guarantee period, the Contractor shall make good the imperfections as required in subsection (a) above, notwithstanding that such Work of making good may commence after or extend beyond the end of the guarantee period.

- d) To cover the rectification costs during the guarantee period, the Municipality shall retain 3% of the value of Work done. This holdback will be retained for a period of twelve (12) months from the acceptance date.

13. PAYMENT

- a) Monthly draws for Work completed will be paid as needed. Payment will be subject to the 3% maintenance holdback and a 10% statutory holdback in accordance with the Construction Act. Payment at the unit priced bid for each item shall be full compensation for all labour, equipment, and materials required to do the Work.

14. EXTRA WORK

- a) Extra Work shall be undertaken as described in subsection GC3.10.02 of the General Conditions.
- b) If applicable tender items are provided in other parts of the Contract, extra Work shall be performed using the appropriate unit prices from these parts.
- c) Extra Work shall be paid under the Contingency Allowance.

15. QUANTITY OVERUNS AND UNDERUNS

- a) Compensation for quantity over runs and under runs shall be as described in GC 8.01.02 of the General Conditions.

16. DAMAGE

- a) Any damage to existing infrastructure and neighboring properties shall be repaired by the Contractor to the satisfaction of the Contract Administrator and be at the Contractors expense.

17. Liquidated Damages

Where the working days exceeds those identified in the contract the Contractor shall be

responsible for the cost of the engineering inspection for the additional working days.

18. UTILITIES

- a) The Contractor shall secure locates at no extra cost to the Contract prior to any construction activities.

19. CONSTRUCTION LAYOUT

- a) The Contractor will be responsible for the layout of all lines and grades from the plans at no extra cost to the Contract. Control information will be provided to the successful Bidder by R. Dobbin Engineering Inc. in a digital format.
- b) All discrepancies are to be reported to the Contract Administrator prior to proceeding with the Work. The Contract Administrator will review the layout in the field prior to construction.

20. INCLEMENT WEATHER

- a) There will be no compensation for inclement weather other than consideration of an extension for lost time at the end of the Contract that will be at the discretion of the Contract Administrator.

21. SUBSTANTIAL PERFORMANCE

- a) The project will be considered substantially performed when all parts of the Contract are completed in accordance with the General Conditions of Contract – GC 1.05.

22. ONTARIO PROVINCIAL STANDARDS

- a) GENERAL CONDITIONS OF CONTRACT (OPSS.MUNI 100), November 2006 apply to this Contract.

- b) The Ontario Provincial Standard Specifications (OPSS) and Drawings (OPSD) apply to this contract. All required OPS Specifications can be downloaded at:

<http://www.ragsb.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage>

THE SUPPLEMENTAL SPECIFICATIONS APPLICABLE TO THIS PROJECT ARE AS FOLLOWS:

Operational Constraints

The following operational constraints form part of the Contract. No additional costs will be made for completing Work within the operational constraints. Payment for Work associated with the operational constraints shall be included in the applicable unit price item.

1. The Contractor is responsible to complete the Contract within the schedule specified.
2. Safe and reasonable access must be provided to local vehicle traffic and to pedestrian traffic. The Contractor shall ensure traffic regulatory signs and 911 signs are in place and secure at all times.
3. The Contractor is responsible for securing locates and providing coordination with all utilities and agencies. In addition, the Contractor shall protect from damage all buried and aerial utility lines during construction.
4. If required, the Contractor is responsible for obtaining a Permit to Take Water (PTTW) for dewatering purposes.
5. Geotechnical investigation has not been undertaken within the project limits.
6. All conditions from the Department of Fisheries and Oceans (DFO) and Ausable Bayfield Conservation's (ABCA) approvals shall be adhered to.

Estimate of Cost

<u>Item Description (Supply and Install New)</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost (\$)</u>	<u>Total (\$)</u>
Pre-Construction Meeting	1	LS	200	200
De-Watering c/w Turbididty Curtain	1	LS	8,000	8,000
Removal and Disposal of Existing Culvert and Level Excess Material	1	LS	5,000	5,000
Remove and Reinstall Concrete Blocks at Outlet	1	LS	2,000	2,000
Supply and Install 1400mmø CSP Pipe	47	m	800	37,600
Clear Stone Bedding	170	tonne	45	7,650
Supply and Install Granular "B"	100	tonne	35	3,500
Supply and Install 100% Crushed Granular "A"	30	tonne	45	1,350
Restoration/Seeding	1	LS	1,500	1,500
Rip Rap	20	tonne	100	2,000
Provisional: Supply and Install Additional Concrete Blocks	5	each	200	1,000
Contingency				<u>3,500</u>
Sub Total				73,300

Spruytte-Cunningham Drain
Municipality of North Middlesex
September 29, 2025

SPECIFICATION OF WORK

1. Location

The Spruytte-Cunningham improvements is located in Lot 23, Concession 4 in The Municipality of North Middlesex.

2. Scope of Work

The work included in this specification includes, but is not limited to, the following:

- Culvert replacement

3. General

Each tenderer must inspect the site prior to submitting their tender and satisfy themselves by personal examination as to the local conditions that may be encountered during this project. The Contractor shall make allowance in their tender for any difficulties which they may encounter. Quantities or any information supplied by the Engineer is not guaranteed and is for reference only.

All work and materials shall be to the satisfaction of the Drainage Superintendent who may vary these specifications as to minor details but in no way decrease the proposed capacity of the drain.

The Contractor shall be responsible for the notification of all utilities prior to the start of construction.

4. Plans and Specifications

This Specification of Work shall take precedence over all plans and general conditions pertaining to the Contract. The Contractor shall provide all labour, equipment, and supervision necessary to complete the work as shown in the Plans and described in these specifications. Any work not described in these specifications shall be completed according to the Ontario Provincial Standard Specifications and Standard Drawings.

5. Health and Safety

The Contractor at all times shall be responsible for health and safety on the worksite including ensuring that all employees wear suitable personal protective equipment including safety boots and hard hats.

When applicable the Contractor shall be responsible for traffic control as per the Ontario Traffic Manual Book 7 – Temporary Conditions (latest revision).

The Contractor shall be responsible to ensure that all procedures are followed under the Occupational Health and Safety Act to ensure that work sites are safe and that accidents are prevented. In the event of a serious or recurring problem, a notice of non-compliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risk. Continuous disregard for any requirement of the Occupational Health and Safety Act could be cause for the issuance of a stop work order or even termination of the Contract.

The Contractor shall also ensure that only competent workers are employed onsite and that appropriate training and certification is supplied to all employees.

6. Utilities

The Contractor is responsible for organizing locates and exposing all the utilities along the length of the drainage works. If any utilities interfere with the proposed drainage works in a manner not shown on the accompanying Estimate of Cost or profile the Contractor shall notify the Drainage Superintendent and Engineer.

The Contractor is responsible for coordinating the replacement of additional utilities with the utility company if they interfere with the proposed drain. All costs for the utility to replace their services will be outside of this report and shall be borne by the utility as per Section 26 of the Drainage Act.

All additional costs to work around and organize replacement of the utilities not included in the estimate shall be tracked separately and the cost plus a portion of the engineering (25% of the cost) shall be borne by that utility.

7. Pre-Construction Meeting

There is a requirement for a pre-construction meeting to be held prior to any construction taking place. The meeting shall be scheduled by the Contractor. The Landowners, Engineer, and the Municipality of North-Middlesex shall be notified of the pre-construction meeting at least 48 hours prior.

8. Benchmarks

The benchmarks are based on geodetic elevations. Elevations are available at the locations shown on the Plan and Profile drawings. Where these elevations are on existing structures to be replaced, they shall be transferred by the Contractor prior to the removal.

The Contractor is required to complete a benchmark loop prior to construction to verify the benchmarks. If discrepancies exist the Contractor must notify the Drainage Superintendent and Engineer prior to completing any work.

9. Traffic Control

Access and driveways to private properties shall not be obstructed longer than the minimum time necessary for the work and shall be reinstated as soon as possible all to the satisfaction of the Engineer. The contractor shall schedule any obstruction of existing driveways with the owners at least two full working days in advance. Roads must be kept open to local traffic and all obstructions and diversions of traffic must be approved by the Engineer or Drainage Superintendent and Roads Superintendent at least two (2) full working days in advance.

- a) The Contractor shall supply, erect and maintain all detour signs and special signs necessary for detours to divert traffic from the area under construction as directed by the Road Superintendent or Engineer. All this work shall be at the Contractor's expense.
- b) The Contractor shall be responsible for supplying, erecting and maintaining all signs, supports, barricades, flashers, cones, etc. in the construction area and at the boundaries of the work as part of the above detours, all to the satisfaction of the Engineer or Drainage Superintendent. All this work shall be done by the Contractor at their own expense.
- c) The Contractor shall not be allowed to proceed with construction activities unless proper signage and flagmen are present. Flagging procedures, signage and detours shall conform to the recommendations of Book 7, Temporary Conditions, Ontario Traffic Manual, issued by the Ministry of Transportation. Conformance shall be enforced by the Ministry of Labour Inspector.

10. Access and Working Area

Access to the work site for construction and future maintenance shall be from Maguire Road and along the existing access at the south limit of the property with Roll Number 000-020-031. Access shall generally be restricted to a width of 6 metres. The working area shall extend 15m past the extents of the proposed culvert in all directions.

11. De-Watering c/w Turbidity Curtain

De-watering shall be done in order to facilitate construction. The exact methodology for de-watering is up to the Contractor.

The water control plan shall be submitted to the Engineer and Municipality of North Middlesex prior to work commencing.

The turbidity curtain shall be installed by dragging it away from the headwall to scare any fish away from the headwall.

An environmental consultant will be on site to assist with the identification and relocation of any fish.

12. Removals

The existing culvert shall be removed in its entirety. The culvert and the concrete rubble shall be disposed offsite at the expense of the Contractor. Suitable backfill shall be stockpiled adjacent to the site for reuse during installation of the proposed culvert. The concrete blocks shall be removed in order to facilitate the installation of the larger culvert. The concrete blocks shall be re-installed along the Little Ausable River at the direction of the Engineer or Drainage Superintendent in order to protect the new outlet and adjacent drain banks.

13. Installation of Culvert

The Contractor is required to notify the Landowner forty-eight (48) hours prior to the removal of a culvert.

The Contractor shall supply, install, and backfill aluminized corrugated steel pipe (CSP) with a minimum wall thickness of 2.8mm. All corrugation profiles shall be of helical lock seam manufacture using 68 x 13mm corrugations for 1600mm dia. pipe and smaller and 125 x 25mm corrugations for 1800mm dia. pipe and larger. Pipe with 125 x 25mm corrugations shall be used if 68 x 13mm corrugations are not available.

The culverts shall be installed generally in the same location or as approved by the Drainage Superintendent or Engineer. It is the Contractors responsibility to ensure that the minimum cover is achieved when backfilling the culverts. The minimum cover is 300mm.

Any tile outlets extended as a result of a culvert shall be extended at the landowner's expense. The pipes that shall be extended upstream or downstream of the proposed culvert shall be done with non-perforated HDPE agricultural tubing with a manufactured coupling, elbow and rodent grate.

The bottom of the excavation shall be 100mm below the proposed invert or to the bottom of the excavation caused by the removed pipe, whichever is lower. The pipe shall be bedded with $\frac{3}{4}$ " clear stone. When the pipe has been installed to the proper grade and depth, the excavation shall be backfilled with $\frac{3}{4}$ " clear stone and wrapped in filter fabric from the bottom of the excavation to the spring line of the pipe. Care shall be taken to ensure that the backfill on either side of the culvert does not differ by more than 300mm so that the pipe is not displaced. The culvert shall be backfilled from the spring line to within 150mm of finished grade with Granular "B". Where no vehicular traffic is proposed to cross the culvert, the culvert may be backfilled with select native material. If the native material is deemed insufficient by the Drainage Superintendent or Engineer Granular "B" shall be used. The excess excavated material shall be spread within the area

of the proposed culvert to ensure 300mm of cover and shall be spread to the satisfaction of the Engineer or Drainage Superintendent. Where vehicular access is proposed, the top 150mm shall be backfilled with compacted 100% crushed granular “A” material to finished grade. In sections where no vehicular traffic is proposed to cross the culvert, the top 100mm shall be topsoil and seeded as per the restoration specification.

The southerly end wall shall be rip rap. It shall consist of 150mm x 300mm quarry stone or approved equal. The area to receive the rip rap shall be graded to a depth of 400mm below finished grade. Filter fabric (Mirafi P150 or approved equal) shall then be placed with any joints overlapped a minimum 600mm. The quarry stone shall then be placed with the smaller pieces placed in the gaps and voids to give it a uniform appearance. The rip rap on the north end wall shall extend to the proposed channel bottom

If additional concrete blocks are required in the Little Ausable River they shall consist of concrete blocks with dimensions of approx. 600mm x 600mm x 1200mm, 600mm x 600mm x 2400mm or 300mm x 600mm x 1200mm as required. 600mm x 600mm x 2400mm concrete blocks will be paid at twice the unit price established per block, all others will be at a unit of 1. The blocks shall be set at each end of the culvert so that each row of blocks will be offset approx. 100mm from the row below. The blocks shall be imbedded a minimum of 300mm into each bank.

The blocks shall be placed over a layer of filter fabric (Mirafi P150 or approved equal). The culvert shall be backfilled in conjunction with the placement of the blocks. The gaps between the culvert and the blocks shall be filled with concrete cinder blocks/bricks and mortar to give the end wall a finished appearance.

14. Seeding/Restoration

All areas disturbed by construction shall be returned to their pre-construction state. The grassed areas shall be restored 100mm of screened topsoil and hand seeded. The side slopes of the open channel shall be restored with hand seed.

If the hand seed or hydroseed has not germinated, at the discretion of the Engineer or Drainage Superintendent, prior to the one-year maintenance period, 100mm of topsoil shall be placed and hydroseeded in accordance with the seed mixture, fertilizer and application rate as shown below.

Seed mixture, fertilizer and application rates are as follows:

- Canada Wild Rye (*Elymus Canadensis*), Virginia Wild Rye (*Elymus virginicus*), or Indian grass (*Sorghastrum nutans*)
- Fertilizer (300 kg/ha.) consisting of 8-32-16.
- Hydraulic mulch (2,999 kg/ha.) type “B” and water (52,700 litres/ha.) in accordance with OPSS 572 (hydroseed).

The above seed mixture shall apply unless otherwise approved by the Drainage Superintendent or Engineer.

15. Environmental Considerations

The Contractor shall take care to adhere to the following considerations.

- Operate machinery in a manner that minimizes disturbance to the banks of the watercourse.
- Erosion and sediment control measures must be installed prior to construction to prevent sediment from entering the water body.
- Material shall not be in areas regulated by the Conservation Authority or Ministry of Natural Resources.
- All granular and erosion control materials shall be stockpiled a minimum of 3.0m from the top of the bank or excavation. Material shall not be placed in surface water runs or open inlets that enter the channel.
- All activities, including maintenance procedures, shall be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicle and equipment refuelling and maintenance shall be conducted away from the channel, any surface water runs, or open inlets. All waste materials shall be stockpiled well back from the top of the bank and all surface water runs and open inlets that enter the drain.
- When possible, all construction within the open channel shall be carried out during periods of low flow or in dry conditions.
- The Contractor shall conduct regular inspections and maintain erosion and sediment control measures and structures during the course of construction.
- The Contractor shall repair erosion and sediment control measures and structures if damage occurs.
- The Contractor shall remove non-biodegradable erosion and sediment control materials once site is stabilized.
- Remove all construction materials from site upon project completion.



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Ontario and Prairie Region
Fish and Fish Habitat Protection Program
867 Lakeshore Rd.
Burlington, ON
L7S 1A1

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

September 12, 2025

Our file Notre référence
24-HCAA-02996

Municipality of North Middlesex
Joanne Sadler
229 Parkhill Main Street
Parkhill, ON, N0M 2K0

Subject: Culvert Replacement, Spruytte-Cunningham Drain, Municipality of North Middlesex (24-HCAA-02996) – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat

Dear Joanne Sadler:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on December 12, 2024. We understand that you propose to:

- Replace the existing 0.6m diameter by 40m long HDPE culvert with a 1.4m diameter by 47m long CSP Culvert at the downstream extent of Spruytte-Cunningham Drain, resulting in an approximate footprint of 84 square meters (m²) below the High Water Mark (HWM).
- Rehabilitate the existing concrete retaining wall at the outlet of the replacement culvert (no increase in footprint below the HWM).
- Work in isolation of flow to avoid sedimentation of the watercourse.

We understand the following aquatic species listed under the *Species at Risk Act* may use the area in the vicinity of where your proposal is to be located:

- Black Redhorse (*Moxostoma duquesnei*) listed as Threatened.

Our review considered the following information:

- Request for Review form and associated documents submitted on December 12, 2024; and
- Email correspondence with R. Dobbin Engineering Inc. on September 3, 2025 confirming additional project details.

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

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

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

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

- Carry out the project in accordance with [timing windows](#);
- Limit the duration of in-water works, undertakings and activities;
- Use fish scare techniques prior to installing silt curtains to ensure the work area is isolated from fish;
- Capture fish trapped within an isolated or enclosed area and relocate them to the same watercourse or water body;
 - Dewater gradually to reduce the potential for stranding fish;
 - Capture and relocate any fish as per applicable permits;
 - Exclude fish from the work area using a turbidity curtain dragged outward from shore;
 - **If a Black Redhorse is captured, and/or any other SAR**, stop work and contact DFO at DFO.OPHabitat.MPO@dfo-mpo.gc.ca with a digital voucher of the species. Photo vouchers shall be taken while SAR are fully submersed in a net or viewing box and the species released unharmed to the watercourse;
- Screen intake pipes during all phases of the project;
 - Use interim code of practice: [End-of-pipe fish protection screens for small water intakes in freshwater](#);
- Avoid obstructing or interfering with the movement and migration of fish;
- Maintain fish passage during all phases of project;
- Maintain a functioning vegetated riparian zone between the project site and the ordinary high water mark;
 - Use existing trails, roads, access points of cut lines;
 - Limit vegetation removal, pruning and grubbing to the area required for accessing the project site;
 - Re-vegetate the affected riparian zone with native species suitable for the project site;
- Restore the bed and banks, gradient and contour affected by the project;
- Develop and implement an erosion and sediment control plan for all phases of the project;
 - Conduct all operations in isolation of open or flowing water;

- Follow [Interim in-water site isolation](#);
 - Regularly observe the watercourse or water body for signs of suspended sediment during all phases of the project and take corrective action when and where required;
 - Remove all non-biodegradable erosion and sediment controls once the site has been stabilized;
 - Dispose of, and stabilize, all excavated material above the ordinary high water mark or top of bank of nearby watercourses or water bodies;
 - Operate machinery on land, from barges or on ice during all phases of the project;
 - Use only clean materials;
 - Avoid introducing sediment in the water, like silt, clay and sand;
- Develop a plan to prevent deleterious substances from entering a watercourse or water body;
- Aquatic invasive species are introduced and spread through transporting water, sands and sediments and using contaminated construction equipment. To prevent the spread of aquatic invasive species during construction in aquatic environments:
 - Ensure all equipment arrives on site clean and free of invasive species;
 - Clean, drain and dry any equipment used in the water; and,
 - Never move organisms or water from one body of water to another.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website ([Projects near water \(dfo-mpo.gc.ca\)](#)) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, and the *Species at Risk Act*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to DFO.OPHabitat.MPO@dfo-mpo.gc.ca or 1-855-852-8320.

We recommend that you notify this office at least 10 days before starting your project and that a copy of this letter be kept on site while the work is in progress. Send your notification to the DFO 10 day notification mailbox: DFO.OP.10DayNotification-Notification10Jours.OP.MPO@dfo-mpo.gc.ca. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Tyler Peat at Tyler.Peat@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Tyler Peat". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Tyler Peat
Biologist, Triage and Planning
Fish and Fish Habitat Protection Program



September 27, 2025

Municipality of North Middlesex
Attn: Joanne Sadler, Drainage Superintendent
229 Parkhill Main Street
Parkhill, ON, N0M 2K0

Adelaide Metcalfe

Blewater

Central Huron

Huron East

Lambton Shores

Lucan Biddulph

Middlesex Centre

North Middlesex

Perth South

South Huron

Warwick

West Perth

Dear Ms. Sadler:

**Re: Engineers Report for the Spruytte-Cunningham Drain 2025
Lot 23 Concession 4
Municipality of North Middlesex (former ward of McGillivray)
ABCA File Reference #25541**

This office is in receipt of correspondence from R. Dobbin Engineering Inc., and an Engineer's Report concerning proposed Section.78 Improvements to the above-referenced drain. The ABCA offers the following:

On April 1, 2024, Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits and Part VI of the *Conservation Authorities Act* came into effect. This regulation replaces the Ausable Bayfield Conservation Authority's previous regulation, Ontario Regulation 147/06: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses.

Ontario Regulation 41/24 (Prohibited Activities, Exemptions and Permits)

As we understand from the documentation received, the following works are being proposed under Ontario Regulations 41/24:

A) The replacement of one (1) 600mm dia. culvert with one (1) 1400mm dia. culvert; The proposed culvert is to be extend 7.0 metre south of the existing culvert; A new private access is to be constructed over the proposed culvert.

B) The remediation of the existing outlet protection within the Little Ausable River; Isolation and de-watering of the area is to be designed and performed by the contractor in order to facilitate the rehabilitation of the existing erosion protection.

We have no concerns with the scope of the work as presented in the report submitted to this office with regards to Ontario Regulation 41/24. To avoid any negative environmental impacts of the works, Specifications of Work Section 15. Environmental Considerations as outlined in the R. Dobbin Engineering report shall be followed, as well as the following mitigation measures in accordance with Ontario Regulation 41/24:

- (i) All excavated materials and debris are to be removed from within ABCA regulation limit unless prior written consent of the Ausable Bayfield Conservation Authority has been granted for it to be stockpiled or to remain.
- (ii) To minimize potentially negative impacts to the downstream water quality and in the receiving watercourse, works should take place during low to no flow conditions.
- (iii) Erosion and sediment control measures should be installed prior to construction, inspected and remain in place until vegetation cover and work site become stabilized.
- (iv) There will be no increase in flows resulting from this drainage works.
- (v) Erosion protection at the inlet of the proposed culvert should be angular quarry stone rip-rap as per the profile drawing as shown on page 2 of 2 of the Spruytte-Cunningham Drain Report drawing package.

Section 35: Federal Fisheries Act

This ABCA advice shall not be construed as any form of review or advice in regards to compliance with requirements under the Federal Fisheries Act.

Please refer to the following links for additional information in regard to the requirements of the Federal Fisheries Act.

<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>
fisheriesprotection@dfo-mpo.gc.ca

Phone: 1-855-852-8320

We also remind the municipality, this correspondence does not release the proponent of the responsibility for obtaining any other permits that may be required under federal, provincial or municipal legislation. Please be advised that Endangered Species could be present in this area and are protected under the *Endangered Species Act* (ESA 2007). Contact your local Ontario Ministry of the Environment, Conservation and Parks office to ensure your proposal does not contravene the ESA 2007. Additional information on species at risk can be found at:

<https://www.ontario.ca/page/species-risk>

We respectfully remind you that the ABCA has been charging a review fee of \$450 for reviews under Section 28 of the Conservation Authorities Act pertaining to new Municipal Drain Reports. An invoice pertaining to this review will follow.

We wish to thank the municipality for circulation of the new Municipal Drain Report proposal to this office for our review and comment. If you have any questions regarding the above, please do not hesitate to contact the undersigned at our office.

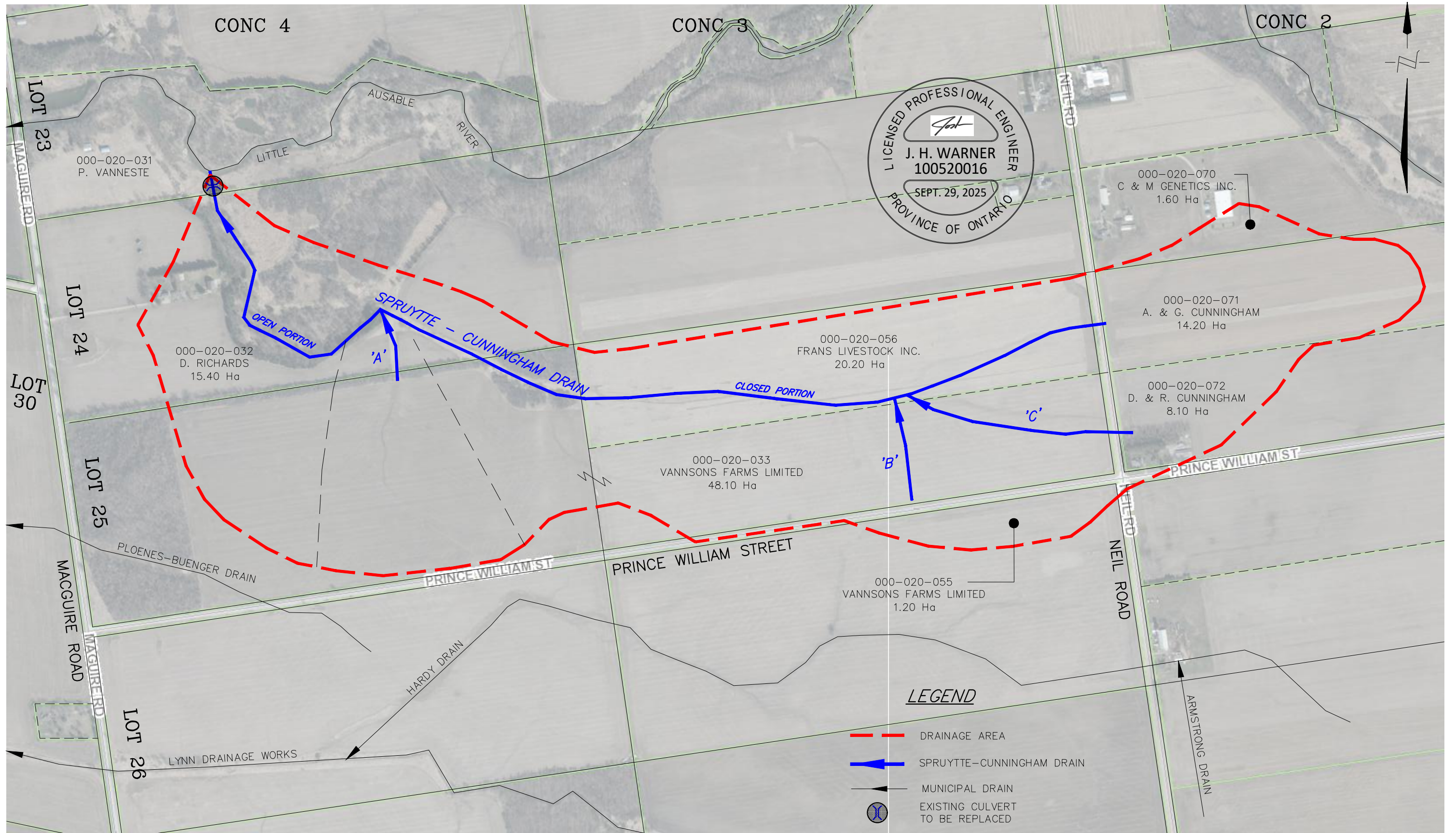
Yours truly,

AUSABLE BAYFIELD CONSERVATION AUTHORITY

A handwritten signature in blue ink that reads "Jaden Schoelier". The signature is fluid and cursive, with the first name "Jaden" and last name "Schoelier" clearly distinguishable.

Jaden Schoelier
Water and Planning Technician

cc. R. Dobbin Engineering Inc, Josh Warner P. Eng



4218 Oil Heritage Road
Petrolia Ontario, N0N 1R0
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:
Spruytte-Cunningham Drain Plan

PROJECT No.
2024-1591

APPROVED
J. WARNER

CHECKED
B. VAN RUITENBURG

DRAWN
C. SAUNDERS

NO.	REVISIONS	DATE	BY
1	FINAL REPORT	SEPT. 29, 2025	CS

SCALE: 1:7500

0 100 200 300m

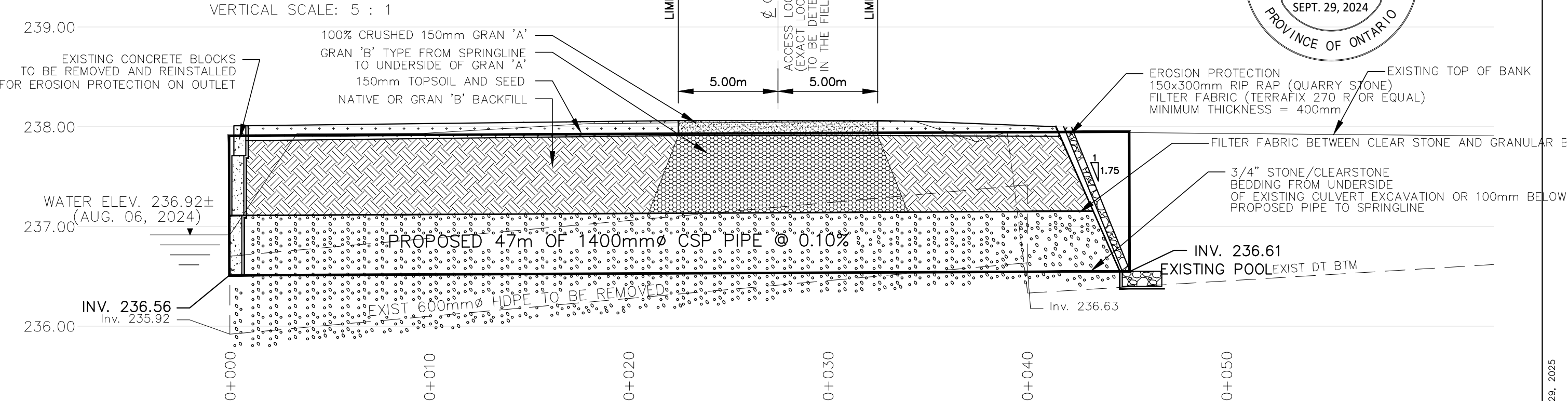
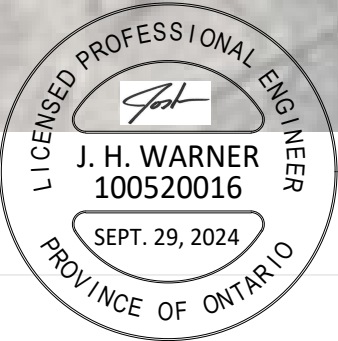
MUNICIPALITY of NORTH MIDDLESEX

SPRUYTTE - CUNNINGHAM DRAIN

PLAN

GENERAL NOTES

1. CONTRACTOR TO ENSURE MINIMUM COVER OF 300mm ABOVE PROPOSED 1400mmØ CSP PIPE.
2. EXISTING CONCRETE BLOCKS TO BE REMOVED AND REINSTALLED ARE LOCATED IN THE LITTLE AUSABLE RIVER, MOST BEING SUBMERGED AND EXISTING CONDITION NOT KNOWN.
3. ANY EXCESS MATERIAL FROM EXCAVATION TO BE REUSED ON SITE.



4218 Oil Heritage Road
Petrolia Ontario, N0N 1R0
Phone: (519) 882-0032 Fax: (519) 882-2233

DRAWING NAME:
Spruytte - Cunningham Drain Detailed Plan & Profile

PROJECT No.
2024-1591

APPROVED J. WARNER	NO.	REVISIONS	DATE	BY
CHECKED C. SAUNDERS	1	FINAL REPORT	SEPT. 29, 2025	CS
DRAWN B. VAN RUITENBURG	SCALE 1:200 0 2 4 6m			

MUNICIPALITY of NORTH MIDDLESEX

SPRUYTTE - CUNNINGHAM DRAIN

DETAILED PLAN & PROFILE

2

OF 2

Last Updated: September 29, 2025