

SUPPLEMENTARY CONDITIONS

SC 1 WORKING HOURS

The Contractor shall only perform work at the Site between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday (the “Working Hours”) and in accordance with City of Vaughan Noise By-law. If the Contractor is required to work at the Site outside of the Working Hours, it shall obtain prior written approval from the Region.

SC 2 PROVISION FOR TRAFFIC

Teston Road shall be kept open to through traffic at all times.

The Contractor shall not reduce the number of through lanes or otherwise restrict traffic on Teston Road without the prior written approval of the Owner and without first obtaining a road occupancy permit from the Region.

Access shall be maintained at all times to all businesses and residences presently having access to the road.

SC 3 ROAD OCCUPANCY PERMIT

Prior to commencing any work on a Regional right-of-way, the Contractor must obtain a Road Occupancy Permit (“**ROP**”) from the Region’s Public Works Department.

In order to obtain an ROP, the Contractor shall submit the following documentation, at a minimum, to the Roads Operations Permits Group of the Region’s Public Works Department for review and/or approval:

- A completed ROP application;
- Proof of the insurance required under the Contract;
- A detailed written traffic control plan for the control of through traffic and, where applicable, details for the safe passage of pedestrians through the construction area; and
- A traffic protection plan for worker safety in accordance with the requirements of the *Occupational Health and Safety Act*, RSO 1990, c O.1.

The Contractor shall abide by all of the conditions of the ROP for the duration of the Contract.

The Owner shall not be responsible for any delays or additional costs incurred by the Contractor in obtaining the ROP.

Any questions regarding the ROP or the application process should be directed to the Region’s Roads Occupancy Permits Group at permits@york.ca.

SC 4 PERMITS AND APPROVALS

The Contractor shall adhere to all requirements, conditions and restrictions as specified in the permits and approvals required for the completion of the Work.

Permits/Approvals:

The Contractor is advised that the following permits/approvals have been obtained for the Work:

- Site Plan Agreement

Pending Permits/Approvals

The Contractor is advised that the Owner is in the process of obtaining the following permits/approvals for the work described below:

- Building Permit

Copies of the permits and approvals will be provided to the Contractor once they have been obtained. The permits and approvals will form part of the Contract Documents and the Contractor shall comply with the requirements of all permits and approvals at no additional cost to the Owner.

The Contractor shall not commence any work for which a permit or approval is required until such time as the permit or approval has been obtained by the Owner and provided to the Contractor.

In the event that the Owner encounters delays in obtaining the permits and approvals, any work for which a permit or approval is required may be deleted from the scope of Work under the Contract, or the Contract may be terminated in its entirety. The Contractor shall not have any claims for delays, on the part of the Owner, in obtaining the permits and approvals, or any claims in the event that any work is deleted from the Contract or the Contract is terminated because a required permit or approval has not been obtained by the Owner.

SC 5 TARIFFS

All costs associated with tariffs that were in effect at the Bid closing date are deemed to be included in the Contract Price.

If new or additional tariffs come into force after the Bid closing date that increase the Contractor's costs of performing the Work, the Contractor shall notify the Owner in writing within 15 Days of the enactment of the additional tariffs. Such notice shall include a detailed description of the tariffs, including the rates and amounts of the tariffs and the specific products or components thereof that are affected. The Contractor shall take commercially reasonable steps to mitigate the costs and damages

it may incur as a result of such tariffs by consulting with the Owner to determine whether:

- the goods can be sourced from countries to which the additional tariffs do not apply; and/or
- the goods can be shipped and imported into Canada prior to effective date of the additional tariffs.

If the goods can only be sourced from a country subject to the additional tariffs and cannot be shipped before the tariff's effective date, the Owner will reimburse the Contractor, and the Contract Price shall be adjusted accordingly, for the reasonable direct costs the Contractor incurs as a direct result of the additional tariffs, provided sufficient documentary evidence is submitted that substantiates such costs. No claims for costs the Contractor incurs as an indirect result of the tariffs (such as, without limitation, due to fluctuations in the cost of materials caused by general market conditions, supply chain disruptions, or geopolitical events – even if such factors are influenced by the tariffs at issue), markups, or administrative charges will be considered. The Owner must approve the submitted documentary evidence before any Contract Price adjustment may be authorized. Examples of documentary evidence which may be acceptable to the Owner includes:

- Official manufacturer notice outlining the price increase and reason (e.g. tariff changes).
- Updated price list from the manufacturer showing the revised rates and effective date.
- Government-issued tariff documentation (for example, Canadian Border Services Agency notice).
- Contractor or distributor correspondence with supporting manufacturer documentation.
- Third-party market reports or industry publications confirming tariff-related cost increases.
- Customs documentation showing applicable tariff rates and their impact on costs.

This entitlement to a potential increase in the Contract Price does not apply to price increases for factors that the Contractor could have reasonably anticipated, accounted for or avoided as of the Bid closing date. Such factors include, but are not limited to, fluctuations in the cost of fuel, delivery costs or inflation.

The Owner reserves the right to deny the Contractor's claim for a Contract Price adjustment if the documentary evidence provided by the Contractor does not meet the

Owner's requirements, as determined by the Owner in its sole discretion. The Owner may refuse the Contractor's claim for an adjustment to the Contract Price or approve an amount less than what was requested if the Owner, in its sole discretion, determines that the price adjustment request is unreasonable or exceeds the Owner's budgetary limits.

This price adjustment is the Contractor's sole and exclusive remedy in relation to the imposition of additional tariffs. For clarity, the Contractor shall not be entitled to an extension of Contract Time on account of the additional tariffs (including, without limitation, on account of any delays, disruptions, cost increases, economic or market conditions, or supply chain impacts arising directly or indirectly from the additional tariffs). Upon receiving payment for the price adjustment, the Contractor agrees to waive its entitlement to, and release the Owner from, any claims for additional compensation, schedule extensions, or other relief (including, without limitation, an increase in the Contract Price and/or an extension of Contract Time) arising out of the imposition of the additional tariffs.

If a tariff that was in effect at the Bid closing date is subsequently reduced or eliminated, resulting in a decrease of the Contractor's costs of performing the Work, the Contract Price shall be adjusted downward to reflect the reduction or elimination of the tariff and the associated decrease in the Contractor's costs.

The Owner shall have the right to audit, inspect, and examine the Contractor's records necessary to verify any required Contract Price adjustment pursuant to this Supplementary Condition, including without limitation invoices, receipts, purchase orders, customs documentation, supplier quotations, supplier payment terms, and any other relevant financial or transactional records. The Contractor shall cooperate fully with any such audit, inspection, or examination and provide access to such records promptly upon request.

SC 6 SUBSTANTIAL PERFORMANCE OF THE CONTRACT

The Work will not be deemed to be ready for use or being used for the purposes intended pursuant to section 2 of the *Construction Act* until the following conditions have been met at a minimum:

- each item of mechanical, electrical, instrumentation, piping and HVAC equipment installed under this Contract has been tested to demonstrate compliance with the performance requirements of this Contract;
- each mechanical, electrical, instrumentation, piping and HVAC system installed or modified under this Contract has been tested in accordance with the specified requirements;

- the Work has satisfactorily passed all required inspection and performance testing and can be used for the purposes intended;
- all test results have been submitted to the Owner;
- all operating manuals, maintenance manuals, and "As-Built" drawings have been completed and submitted to the satisfaction of the Owner;
- all training required under the Contract has been completed and instructions have been provided to the Owner's staff to enable the Owner to operate the facility;
- all spare parts and materials have been supplied; and
- all warranty certificates have been submitted.

No deviations from these requirements will be permitted.

SC 7 ON-SITE AND EXCESS SOIL MANAGEMENT

7.1 Interpretation

- .1 Unless the context expressly or by necessary implication requires otherwise, the following definitions apply to this Supplementary Condition and Specification Section 31 23 10 Excavating, Trenching, Backfilling:

Terms referenced in this Supplementary Condition shall be as defined in O. Reg. 406/19 unless modified below.

MECP Director means the Director of the Ontario Ministry of the Environment, Conservation and Parks under the *Environmental Protection Act*, R.S.O. 1990 c. E.19 ("EPA").

O. Reg. 406/19 means Ontario Regulation 406/19 (On-site and Excess Soil Management), as amended, made under the EPA.

Owner's QP means the Qualified Person retained by the Owner (or by the Consultant or other party retained by the Owner) identified in SC 18.2.1(b).

Regulation 347 means Ontario Regulation 347 of the Revised Regulations of Ontario, 1990 (General – Waste Management), as amended, made under the EPA.

Reuse Site Instrument means one of the instruments described in subsection 3(2).4 of O. Reg. 406/19, which for clarity are:

- (a) a permit that is issued under a by-law passed under section 142 of the *Municipal Act, 2001* or section 105 of the *City of Toronto Act, 2006*

- (b) provisions of a by-law passed under section 142 of the *Municipal Act, 2001* or section 105 of the *City of Toronto Act, 2006*
- (c) a licence or permit issued under the *Aggregate Resources Act*
- (d) an approval under the *Planning Act*
- (e) a certificate of property use issued under section 168.6 of the EPA
- (f) any other site-specific instrument under an Act of Ontario or Canada that may regulate the quality or quantity of soil that may be deposited for final placement at the Reuse Site.

Soil Management Plan means the Soil Management Plan – Paramedic Response Station #33 (PRS33), dated November 2, 2023.

- .2 The definitions in section 1(1) of O. Reg. 406/19 are incorporated by reference herein and apply to this Supplementary Condition and any other Contract Documents referenced in SC 18.1.1.
- .3 In this Supplementary Condition:
 - (a) Notwithstanding SC 18.1.2, if the term “Project” is defined in the Contract, reference to “Project” herein shall be deemed to refer to the term as it is defined in the Contract and not as it is defined in O. Reg. 406/19.
 - (b) The words “herein,” “hereof” and “hereunder” shall refer to this Supplementary Condition as a whole and not to any particular section or subsection hereof.

7.2 Roles and Responsibilities

- .1 The parties acknowledge that:
 - (a) The Owner is acting as Project Leader in respect of the Project.
 - (b) Montrose Environmental is acting as the Owner’s QP. For the purposes of communicating with the Owner’s QP, communications can be directed as follows:
 - (c) Jacky So, P.Eng., QPESA
 - (d) 905.877.9531
 - (e) jso@montrose-env.ca | montrose-env.com
 - (f) The Contractor is acting as operator (as that term is used in O. Reg. 406/19) of the Project Area.
- .2 To the extent the Contractor is required by the terms herein to send a notice to or seek approval or consent from the Owner or the Consultant, the Contractor shall include or copy the Owner’s QP on any such correspondence.

.3 General

The Contractor shall perform the Work in accordance with the requirements of O. Reg. 406/19, and the Soil Rules and the Excess Soil Standards. The Contractor represents and warrants that it is familiar with and knowledgeable of O. Reg. 406/19, the Soil Rules and the Excess Soil Standards. The Contractor further acknowledges that O. Reg. 406/19 is being implemented in phases and the Contractor shall perform the Work in accordance with the applicable requirements of the phase.

The Contractor shall as necessary excavate, track, transport, stockpile, sample, test, process, reuse on Site, dispose of off Site and complete any other handling required for proper management reuse and/or disposal of Soil. All testing and sampling of Soil required of the Contractor hereunder shall be completed under the supervision of the Owner's QP. The Contractor shall be responsible for identifying appropriate off-project sites based on the quality, geotechnical suitability and quantity of Excess Soil from the Project Area for inclusion of these proposed sites in the Excess Soil Destination Assessment Report ("**ESDAR**") as contemplated under section 13 of O. Reg. 406/19, for approval by the Owner, the Consultant, and the Owner's QP. The Contractor should be aware that Reuse Sites may have their own requirements for accepting Excess Soil, including requirements based on geotechnical, aesthetic, chemical or other characteristics. The Contractor shall, at its own cost and without entitlement to an extension of the Contract Time or increase in the Contract Price, be solely responsible for retaining haulers and for identifying appropriate Reuse Sites (or other receiving sites approved by the Owner). In addition, the Contractor shall be responsible for obtaining the sites' written consent for accepting the Excess Soil from the Project Area on the Reuse Site (or other receiving sites approved by the Owner).

The Contractor shall not be entitled to any additional compensation on account of any actual or alleged delays in locating or securing approved Reuse Sites (or other receiving sites approved by the Owner) or delays related to acceptance of Excess Soil by the approved Reuse Sites (or other receiving sites approved by the Owner). The Contractor shall comply with any additional requirements the approved Reuse Sites (or other receiving sites approved by the Owner) may have for depositing of the Excess Soil. Any additional testing required to characterize the Excess Soil required by an approved Reuse Site (or other receiving sites approved by the Owner) shall be at the Contractor's expense.

7.3 Local Municipality By-Laws and Instruments

The Contractor shall comply with all requirements of Local Municipality by-laws, instruments, ordinances, regulations, directions, orders, rules and guidelines that

are applicable to Excess Soil generated at the Project Area and the work, services and obligations described herein (regardless of whether such requirements exceed or are more stringent or onerous than the requirements of this Supplementary Condition or O. Reg. 406/19).

7.4 Management of Excess Soil

7.4.1 General

.1 The Contractor shall be responsible for:

- (a) Reviewing the Soil Management Plan appended to the Contract Documents and providing comments based on the Contractor's means and methods for Soil management, including Excess Soil quantities, storage, process for segregation, processing, handling, tracking, transport and disposal and/or reuse of Soil, to the Owner's QP and the Consultant for review within 20 Business Days after the date specified in the Owner's written notice to the Contractor to commence the Work. The comments provided by the Contractor to the Owner's QP and the Consultant under this section shall include, but not be limited to the following:
 - (i) identification of the laboratory being used for analysis of samples during construction;
 - (ii) names of the haulers the Contractor proposes to retain for transportation of Excess Soil (unless the haulers have already been approved by the Owner);
 - (iii) a description of the measures to be implemented during transportation, handling and storage to ensure no adverse effects result from soil management;
 - (iv) identification of additional opportunities for reuse of excavated Soil at the Project Area;
 - (v) identification of the proposed Reuse Sites the Contractor will utilize during the construction; and
 - (vi) any other information reasonably requested by the Owner, the Owner's QP or the Consultant.
- (b) Performing the Work in accordance with the Soil Management Plan and completing all sampling, testing and data management required to allow the Owner's QP to interpret and determine the environmental quality of Soil. Based on the environmental quality of Excess Soil, the Contractor shall employ the appropriate transportation options and ultimate beneficial reuse

or disposal options in accordance with O. Reg. 406/19, Regulation 347, the Soil Rules and Excess Soil Standards.

- (c) Assisting the Owner's QP in preparing and/or updating a soil characterization report in accordance with O. Reg. 406/19 and the Soil Rules and Excess Soil Standards (the "**Soil Characterization Report**") which is to be updated on an ongoing basis if implementation of the Soil Management Plan produces updated information for interpretation on Soil quality and quantity. Prior to finalizing the Soil Characterization Report and/or any updates, a draft version of same will be provided to the Contractor for review and comment. The Contractor shall ensure that no Excess Soil leaves the Project Area before the Soil Characterization Report is finalized.
- (d) Assisting the Owner's QP with preparing and/or updating, an ESDAR in accordance with O. Reg. 406/19 and the Soil Rules and Excess Soil Standards prior to any Excess Soil leaving the Project Area. The Contractor shall provide the following information to the Owner's QP for review, comment and approval 30 Business Days prior to any Excess Soil leaving the Project Area:
 - (i) identification (including location) of all Class 2 Soil Management Site or Local Waste Transfer Facilities ("**Temporary Sites**") proposed to be used to temporarily store Excess Soil and all Reuse Sites (or other approved receiving sites) to which Excess Soil from the Project Area will be deposited as well as the owner and operator contact information for each site and their Qualified Persons, if applicable;
 - (ii) a description of the proposed Temporary Site and/or Reuse Site's (or other approved receiving site) requirements for the deposit of Excess Soil and confirmation that those requirements can and will be complied with by the Contractor;
 - (iii) confirmation that the Reuse Site will have the required capacity for the intended quality and volume of Excess Soil, and that the Reuse Site has filed a notice in the Registry in accordance with Section 19 of O. Reg. 406/19, if applicable;
 - (iv) confirmation that the Excess Soil to be deposited at the proposed Reuse Site is Dry Soil and will remain Dry Soil until it is finally placed at the Reuse Site (or, if it is not Dry Soil, confirmation that a Reuse Site Instrument authorizes such Excess Soil to be deposited at the Reuse Site), as contemplated by section 3(2).3 of O. Reg. 406/19;
 - (v) if the Reuse Site is governed by a Reuse Site Instrument:
 - (A) a copy of the Reuse Site Instrument;

- (B) the Soil quality standard applicable to the Reuse Site under the Soil Rules and Excess Soil Standards and the Reuse Site's Qualified Person; and
 - (C) written confirmation that the quantity and quality of Excess Soil will meet the requirements for placement at the Reuse Site in accordance with section 4 of O. Reg. 406/19 and that the other requirements of section 4 of the O. Reg. 406/19 have been satisfied;
 - (vi) if the Reuse Site is not governed by a Reuse Site Instrument:
 - (A) a description of the beneficial purpose for which the Excess Soil from the Project Area will be used at the Reuse Site, as contemplated in section 5(1)3 of O. Reg. 406/19; and
 - (B) written confirmation that the Excess Soil, including its quantity and quality, will meet the timing and all other requirements for Soil placement at the Reuse Site in accordance with section 5 of O. Reg. 406/19 and that the other requirements of section 5 will be satisfied;
 - (vii) contingency measures to be implemented, including but not limited to, location of an alternate site in the event Excess Soil cannot be deposited at the locations listed and/or the circumstances in which the Excess Soil should be returned to the site at which it was loaded;
 - (viii) identification of the reporting process to be used to update the ESDAR as needed throughout the Work to avoid delays in Soil movement;
 - (ix) a copy of any Instrument applicable to a proposed Temporary Site; and
 - (x) a copy of the Environmental Compliance Approval (as defined in the EPA) or other applicable permitting instrument for each Class 1 Soil Management Site and/or Waste Disposal Facility the Contractor will be using to dispose of the Excess Soil.
- (e) Extending reliance on all reports, documents and recommendations prepared by the Contractor (or those for whom it is responsible) for the management of Excess Soil for the Project to the Owner and, on request of the owner or operator, extending reliance to the owner or operator of a Reuse Site on the Soil Characterization Report and ESDAR pertaining to the

Excess Soil the site has consented to receive. Reliance under this section means reliance on terms acceptable to the Owner.

- (f) Liaising with the Consultant, the Owner's QP and other Qualified Persons acting on behalf of any proposed or approved Reuse Sites on Soil management issues.
 - (g) Carrying out any additional sampling and analysis for characterization of Excess Soil as needed in consultation with the Consultant and the Owner's QP as needed to meet any requirements of approved Reuse Sites (or other approved receiving sites).
 - (h) Notifying the Owner forthwith in writing after becoming aware of circumstances which indicate that information under the Soil Management Plan, the Soil Characterization Report or the ESDAR is inaccurate or requires updating and providing updated information to the Owner's QP or the Consultant for review. If an update is required as a result of circumstances under section 15(3) of O. Reg. 406/19, the circumstances shall be documented in writing by the Contractor and provided to the Owner, the Consultant and the Owner's QP to allow the Owner's QP to carry out the necessary updates in accordance with section 15 of O. Reg. 406/19.
 - (i) If applicable, 10 Business Days prior to any Soil leaving the Project Area and prior to Excess Soil from another project arriving at the Project Area, reviewing the notice filed in the Registry, and any updates, and providing confirmation in writing to the Owner and the Consultant that the information filed under sections 10, 12 and 14 of Schedule 1 of O. Reg. 406/19 is correct for the applicable locations to which the Excess Soil will be transported.
- .2 The Contractor shall not deposit Excess Soil at any site unless and until all such sites have been identified in the ESDAR and approved in writing by the Owner. The Contractor shall obtain and provide to the Owner for review and approval 10 Business Days prior to removing Excess Soil from the Project Area the draft form of the written consent directed to the Owner from the owner or operator of each approved Reuse Site (or other approved receiving site) and/or Class 2 Soil Management Site at which the Excess Soil will be deposited. The consent shall be in a form acceptable to the Owner and shall not be executed without the Owner's prior written approval. The Contractor shall not be entitled to any compensation on account of any delay or refusal in the Owner providing written approval. Additionally, the Contractor shall at all times be responsible for fulfilling any commitments or agreements made with the owner or operator of a Reuse Site (or other approved receiving site) or Class 2 Soil Management Site.

- .3 The Contractor shall submit to the Owner and the Consultant a notice of final placement of all Excess Soils related to the Project at the approved Reuse Sites (or other approved receiving site). The Contractor shall ensure that any Excess Soil is placed at the approved Reuse Site within the time period prescribed by O. Reg. 406/19.
- .4 Soil that can be reused from the Project Area or other Owner projects shall be given priority over Soil from non-Owner projects if it is suitable for the intended purpose.

7.4.2 On-Site Soil Management

Soil Storage

Unless otherwise indicated in the Contract Documents, the Contractor shall not store any Soil at the Project Area without the prior written approval of the Owner. The Contractor shall ensure Soil management at the Project Area is carried out in accordance with O. Reg. 406/19, including section 24 as it pertains to any instruments applicable to Soil management at the Project Area, the Soil Rules and Excess Soil Standards, applicable federal and provincial laws, and municipal by-law requirements, including but not limited to:

- (a) Soil and Crushed Rock shall be managed in such a way as to prevent any adverse effects associated with the receiving, processing, storage and movement of Soil, including management of:
 - (i) noise;
 - (ii) dust;
 - (iii) mud tracking;
 - (iv) leaching;
 - (v) run-off and erosion; and
 - (vi) potential outdoor air impact(s), including odour issue(s).
- (b) Dry Soil and Crushed Rock must be segregated and stored in stockpiles in accordance with paragraphs (c) and (d) below.
- (c) Soil and Crushed Rock from the Project Area requiring sampling and analysis that has not yet been completed must be kept segregated from other Soil and Crushed Rock.
- (d) unless stockpiled for a specific Reuse Site, Class 1 Soil Management Site, landfill or dump, where the stockpile meets the requirements for acceptance of the Excess Soil that have been confirmed with the receiving

site, Soil and Crushed Rock must be segregated in accordance with the following:

- (i) Soil and Crushed Rock that has been sampled and analyzed must be kept segregated from other Soil and Crushed Rock and segregated based on the table of excess soil quality standards that the Soil and Crushed Rock meets;
 - (ii) if Excess Soil has not been sampled and analyzed, the Excess Soil from different Project Areas must be segregated unless there is reasonable confidence that the Excess Soil is of similar quality given the property uses and activities associated with the areas from which it was excavated and there is no visual or olfactory evidence of contamination; and
 - (iii) Salt-impacted Excess Soil and Soil and Crushed Rock that will become Salt-impacted Excess Soil must be segregated from other Soil and Crushed Rock.
- (e) if permitted or approved, storage of the Soil shall meet the setback requirements of O. Reg. 406/19 and the Soil Rules and Excess Soil Standards.
- (f) Soil and Crushed Rock must not be stored at a location:
- (i) within 30 metres of a water body; and
 - (ii) within 10 metres of the property line (boundary), unless any of the following apply:
 - (A) 500 cubic metres or less of Excess Soil will be stored at any one time on the Project Area;
 - (B) Excess Soil storage at the Project Area will be for a period of time of less than one week;
 - (C) the storage location has a physical barrier (e.g. concrete wall) between the Excess Soil and the property boundary; or
 - (D) the storage is taking place in a public road right-of-way.
- (g) despite SC 18.4.2(f)(i), sediment that is dredged from a water body or any Soil that is to be excavated from within 30 metres of a water body may be temporarily stored within 30 metres of that water body if the following criteria are satisfied:
- (i) there are no visual or olfactory signs that the Soil or sediment is affected by contamination;

- (ii) the Soil or sediment is stored no longer than 1 week from the day it is excavated, except the Soil or sediment may be stored for the amount of time that is necessary to:
 - (A) reuse the soil in the Project Area as part of the Project; or
 - (B) to dewater liquid Soil before transportation or reuse; and
- (iii) a sediment and erosion control plan has been prepared and is being implemented for the Project Area for the duration of the time that Soil or sediment is temporarily managed, to prevent any impairment to the water body and any other adverse effects resulting from the storage of the sediment or Soil near the water body (e.g. silt runoff, consideration for floodplains, natural hazards, etc.).

(h) Soil shall be stored in a manner that prevents any contaminants from the Soil from leaching into the groundwater.

Liquid Soil Storage

If permitted or approved by the Owner, storage of Liquid Soil shall meet the requirements of O. Reg. 406/19 and the Soil Rules and Excess Soil Standards, including:

- (i) liquid Soil that is stored at a Project Area or a local waste transfer facility shall be managed in accordance with the following:
 - (i) all storage and processing locations of liquid Soil, processed or dewatered or solidified Soil and process residues shall be readily accessible for inspection by a provincial officer;
 - (ii) for Project Areas, no more than 10,000 cubic metres of liquid Soil, and process residues that are liquid may be present at the Project Area at any one time; and
 - (iii) all liquid Soil and process residues that are liquid shall be stored in a leakproof container on an impermeable surface in a manner sufficient to contain and prevent the material from escaping into the natural environment.

Soil Processing

No Soil or Crushed Rock processing at the Project Area is permitted without the Owner's prior written consent. Only Soil and Crushed Rock processing activities permitted under section 6 of O. Reg. 406/19 will be considered unless the Contractor has obtained the applicable Environmental Compliance Approval (as defined in the EPA). In the event the Owner provides consent, all such processing

shall be performed in accordance with O. Reg. 406/19, the Soil Rules, Excess Soil Standards, the EPA, the *Ontario Water Resources Act*, local instruments, the means and methods outlined in the Soil Management Plan and (if the Soil is designated as waste under O. Reg. 406/19) the Environmental Compliance Approval.

The Contractor shall ensure all Soil and Crushed Rock processing activities at the Project Area conform to the methods described in O. Reg. 406/19, and that such activities would not result in the excavated Soil and Crushed Rock at the Project Area being designated as waste due to processing.

If a procedure is required by section 6 of O. Reg. 406/19 for the purposes of dewatering or solidifying soil by mixing with a substance that contains a natural or synthetic polymer, the Contractor shall provide the Owner's QP or the Consultant with any information that, in the opinion of the Owner's QP, is relevant to the use of the substance to develop the written procedures and document as required under section 6 of O. Reg. 406/19. The Contractor, as operator of the Project Area, shall ensure a copy of the document(s) is provided to the owner or operator of the Reuse Site. The required information shall be provided to the Owner's QP and the Consultant a minimum of 20 Business Days prior to beginning any Soil and Crushed Rock mixing at the Project Area.

The Contractor shall not remove any processed Soils and/or Crushed Rock from the Project Area until written approval has been provided by the Owner or the Consultant.

7.5 Soil Hauling and Transportation

- .1 The Contractor shall ensure that any Soil that is designated as a waste will be transported in compliance with section 16 of Regulation 347 and sections 17 and 18 of O. Reg. 406/19. In addition, the Contractor shall provide a copy of the instrument authorizing the vehicle to manage waste to the Consultant for review 10 Business Days prior to Soil leaving the Project Area.
- .2 The Contractor shall ensure that any Excess Soil that is not designated as a waste will be transported in compliance with O. Reg. 406/19.
- .3 Unless one of the circumstances under section 18(5) of O. Reg. 406/19 applies, the Contractor shall cause all those operating a vehicle for the purpose of transporting Excess Soil to make available, at all times during transportation, a record that includes the following information ("**Hauling Records**"):
 - (a) the location of the site at which the Excess Soil was loaded for transportation.
 - (b) the date and time the Excess Soil was loaded for transportation.

- (c) the quantity of Excess Soil in the load.
 - (d) an indication of whether the load includes salt-impacted Excess Soil.
 - (e) the name, telephone number and email address of an individual at the site which the Excess Soil was loaded for transportation who may be contacted to respond to inquiries regarding the load, including inquiries regarding the soil quality.
 - (f) the name of the corporation, partnership or firm transporting the Excess Soil, the name of the driver of the vehicle and the number plates issued for the vehicle under the *Highway Traffic Act*.
 - (g) the location of the site at which the Excess Soil is to be deposited.
 - (h) the name, telephone number and email address of an individual at the site at which the Excess Soil is to be deposited who may be contacted to respond to inquiries regarding the deposit of Excess Soil.
- .4 The Contractor shall ensure that, upon arriving at a Temporary Site, Reuse Site or other approved receiving site, the person who is transporting the Excess Soil confirms that the Hauling Records also include the following information:
- (a) the date and time the load of Excess Soil was deposited at the Temporary Site, Reuse Site or other approved receiving site.
 - (b) rejection of any load and the reason for rejection.
 - (c) the name and phone number of the individual ("**Receiving Personnel**") at the Reuse Site, Temporary Site or other approved receiving site who acknowledges that the Excess Soil has been deposited on the date and at the time specified under SC 18.5.4(a).
 - (d) a declaration by the Receiving Personnel stating that the Receiving Personnel acknowledges the deposit of the Excess Soil.
- .5 Before a load of Excess Soil is removed by a vehicle from a site, the owner or operator of the site shall:
- (a) ensure that a record including all information described in SC 18.5.3 has been created; and
 - (b) confirm in the record that the information set out in the record is accurate.
- .6 If a vehicle load of Excess Soil is from two or more Project Areas, each Project Area shall be recorded in one record and SC 18.5.3 and SC 18.5.5 apply in respect of each Project Area identified in the record.
- .7 The Contractor shall require the person who is transporting the Excess Soil to provide the Receiving Personnel with a copy of their declaration mentioned in SC

18.5.4(d). The Contractor shall retain (and shall cause the persons transporting Excess Soil to retain) the Hauling Records for a period of at least two (2) years after the day that the Excess Soil was loaded for transportation.

- .8 The Contractor shall identify the Contract Administrator in the Hauling Records as the person who may be contacted to respond to inquiries regarding the Soil quality.
- .9 The Contractor shall notify haulers of an approved alternate site as described in SC 18.4.1.1(e)(vii) when required and/or the circumstances in which the Excess Soil should be returned to the site at which it was loaded.
- .10 The person who is operating a vehicle for the purpose of transporting Excess Soil shall give a copy of the record mentioned in SC 18.5.3 that includes the information required under SC 18.5.4 to the following:
 - (a) the individual mentioned in SC 18.5.5 or the operator of the site at which the Excess Soil was loaded.
 - (b) the individual mentioned in SC 18.5.4(c) or the operator of the site at which the Excess Soil was deposited.
- .11 For greater certainty, an electronic tracking system may be used for the purposes of complying with this SC 18.5.

7.6 Soil Tracking

The Contractor shall develop and apply a tracking system acceptable to the Owner to be used to track information about each load of Excess Soil during its excavation, on-site stockpiling, transportation and deposit at a Reuse Site (or other approved receiving site) and any transportation to and from a Temporary Site.

The Contractor shall:

- (a) submit its proposed form of tracking system to the Owner for review and approval within 20 Business Days after the date specified in the Owner's written notice to the Contractor to commence the Work;
- (b) ensure the tracking system is electronic and is capable of providing reports in digital format for any information required in this section and as requested by the Owner, the Consultant and the Owner's QP;
- (c) ensure the tracking system is capable of collecting the information required by, and complies with the requirements of O. Reg. 406/19 and the Soil Rules and Excess Soil Standards;
- (d) ensure the tracking system is capable of producing reports with respect to the information of each load of Excess Soil to be tracked, including but not limited to the information requirements for hauling records;

- (e) ensure the tracking system includes procedures or other methods to verify the accuracy of the information required to be tracked in respect of all Excess Soil that is to be removed from the Project Area;
- (f) ensure the Owner, the Consultant and the Owner's QP have unrestricted access to and are provided with training on the tracking system as it pertains to the Project;
- (g) ensure all Subcontractors and suppliers (of every tier) that are involved or engaged in any way in the excavation, management, testing, sampling, analysis, transportation or disposal of Excess Soil from the Project Area use and are integrated into, familiar with and trained on the Soil tracking system; and
- (h) provide to the Owner, prior to Total Performance of the Contract, all data and information that has been tracked, stored or collected in the tracking system during the course of the Project (which shall be prepared and delivered to the Owner in the form of a written report in electronic format), including but not limited to the Reports and updates required under SC 18.4.1.1(d).
- (i) retain a copy of any record or document it creates or acquires under this SC 18.6 in accordance with the terms of SC 18.10 and O. Reg. 406/19.

7.7 Notice to be Filed in Registry

.1 The Contractor acknowledges that:

- (a) the Owner will cause notices to be filed in the Registry for the Project in accordance with O. Reg. 406/19;
- (b) no Soil shall be removed from the Project Area until the Contractor obtains written confirmation from the Owner that either the notice has been filed in the Registry in accordance with and containing all information required by O. Reg. 406/19, or a notice is not required;
- (c) despite SC 18.7.1(b), the Owner may provide approval to remove Soil from the Project Area in circumstances permitted by section 8(3) of O. Reg. 406/19; and
- (d) if the requirements of section 19 of O. Reg. 406/19 apply to the Project Area as a Reuse Site, no Excess Soil from a non-Owner project shall be deposited at the Project Area until the Owner provides written confirmation that the notice has been filed in the Registry in accordance with and containing all information required by O. Reg. 406/19 and SC 18.9. The Contractor shall ensure that the Excess Soil delivered to the Project Area is segregated from

other Soil and managed in accordance with the Soil Rules and Excess Soil Standards and O. Reg. 406/19.

- .2 If removal is approved by the Owner under SC 18.7.1(c), the Contractor shall ensure that the required sampling is conducted promptly upon delivery of the Excess Soil to the Temporary Site. Before the Excess Soil is transported from the Temporary Site to a Reuse Site (or other approved receiving site) under this section, the Contractor shall obtain written confirmation from the Owner that the notice has been filed in the Registry.
- .3 The Contractor shall provide information as requested by the Owner, the Consultant or the Owner's QP to facilitate filing of the notices and updates to the Registry, which includes the "Initial Submission Declaration" and "Final Submission Declaration" forms provided by the Resource Productivity & Recovery Authority.
- .4 The Contractor shall be familiar with the contents of all notices filed and shall notify and provide updated information to the Owner and the Consultant forthwith of any errors, changes required or missing information in the notices (and updates to the notice).
- .5 The Contractor shall provide written notice to the Owner and the Consultant within five (5) Business Days of removal of the last load of Soil that will become Excess Soil for the Project from a Project Area or Temporary Site.
- .6 If a notice is filed in the Registry for the Project Area as a Reuse Site in accordance with SC 18.7.1(d), the Contractor shall provide written notice to the Owner and the Consultant within five (5) Business Days after the final load of Excess Soil has been deposited at the Project Area.

7.8 Provincial Orders

In the event the Contractor becomes aware of any federal, provincial, municipal, statutory, regulatory or other governmental order or draft order that has been or has a possibility of being issued in relation to Soil or Excess Soil or any of the other matters described herein, the Contractor shall forthwith furnish details and provide a copy to the Owner and the Consultant.

7.9 Receiving Excess Soil for Reuse at the Project Area

- .1 In the event Soil from other Owner projects is not available to meet clean fill needs for the Work, the Contractor shall submit an imported Soil management plan for the import of Soil to the Owner's QP and the Consultant for review and approval within 30 Business Days after award of the Contract. The imported Soil management plan shall include the following at a minimum:

- (a) the location of the proposed source sites and confirmation (with appropriate supporting documentation) as to whether or not the proposed source sites have filed notices with the Registry in accordance with section 8 of O. Reg. 406/19;
 - (b) Soil sampling results, chain of custody, sampling plan and location maps for proposed soil that is to be imported;
 - (c) the quantity of proposed Soil to be imported from each location for placement at the Project Area;
 - (d) the applicable Project Area Excess Soil quality standards, as determined in accordance with the Excess Soil Standards;
 - (e) the documents and reports prepared by the source sites for the proposed Soil to be imported as required by sections 11, 12 and 13 of O. Reg. 406/19, including assessments of past uses, sampling and analysis plans, soil characterization reports, and Excess Soil destination assessment reports and/or environmental site assessment reports prepared in general accordance with O. Reg. 153/04, as determined by the Owner at its sole discretion;
 - (f) confirmation of the geotechnical suitability of the Soil to meet the requirements of the intended use;
 - (g) procedures for load management, on-site storage and inspection (including any additional testing that may be required) of incoming loads in accordance with section 19 of O. Reg. 406/19, chain of custody and record management and a process for acceptance by the Owner of the loads of Excess Soil; and
 - (h) any other relevant information as requested by the Owner's QP and/or the Consultant.
- .2 The Contractor acknowledges the Owner must provide written consent in a form acceptable to the Owner to the source site owners identified by the Contractor. The consent shall not be executed and no other commitments or agreements shall be made with the owner or operator of the source site of the Excess Soil without the Owner's prior written approval. The Contractor shall not be entitled to any compensation on account of any delay or refusal in the Owner providing written approval.
- .3 The Contractor shall ensure reliance is extended to the Owner on reports, data and recommendations used to identify suitability of Excess Soil from a source site to be reused at the Project Area. Reliance under this section means reliance on terms acceptable to the Owner.

7.10 Excess Soil Records

The Contractor shall retain a copy of every document and record that the Contractor has created or acquired under O. Reg. 406/19 for seven (7) years from the date of Total Performance of the Contract. The Contractor shall retain copies of all subcontracts and supply agreements it enters into with Subcontractors or suppliers relating to the management of Excess Soil, including the transportation or importation (if permitted) of Excess Soil, for seven (7) years after the date of Total Performance of the Contract.

The Contractor shall submit to the Consultant a copy of any notice, results reports, certificates of analysis and other documentation related to the Excess Soil that the Contractor provides to the owner or operator of a Reuse Site under O. Reg. 406/19 or the Soil Rules and Excess Soil Standards.

The Contractor hereby grants to, and agrees to obtain for, the Owner a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, right and licence to access, use, copy, rely on, support, maintain, modify, sublicense, assign and distribute all notices, analyses, data, results, reports, inspection certificates and other documentation related to Excess Soil that the Contractor (or its Subcontractors, suppliers or consultants) created or acquired during the course of the Contract, including all documentation and records created or acquired under O. Reg. 406/19, all information and data tracked and stored on the Soil tracking system, any documentation and reports received by the Contractor (or its Subcontractors, suppliers or consultants) from any sites from which Excess Soil was imported to the Project Area (if permitted), including those referred to in SC 18.9.1(e), and any documentation provided to the Contractor (or its Subcontractors, suppliers or consultants) from Reuse Sites or other approved receiving sites where soil was temporary or permanently deposited (collectively “**Excess Soil Records**”).

Excess Soil Records shall be provided by the Contractor to the Owner upon request or made available to the Owner and its representatives for audit upon request. The foregoing shall not be construed to limit, revoke or abridge any other rights, powers, or obligations relating to audit which the Owner may have at law or by contract.

This SC 18.10 shall survive termination or expiration of the Contract.

7.11 Landfilling Site or Dump

Effective January 1, 2027, prior to disposing of any Excess Soil from the Project Area that meets the standards set out in the Excess Soil Standards at a Landfilling Site or Dump, the Contractor shall provide to the Owner for approval a written notice outlining how the Excess Soil meets exemptions to the prohibition under O. Reg. 406/19 to the satisfaction of the Owner, at its sole discretion.

7.12 Temporary Storage for Excess Soil

All Excess Soil shall be deposited in the final Reuse Site(s) in accordance with the requirements of O. Reg. 406/19, and in no event later than the date of Total Performance of the Contract.

If the Owner has confirmed a Class 2 Soil Management Site is available for use, the Contractor shall not begin depositing Excess Soil at the Class 2 Soil Management Site until it has received written confirmation from the Owner that the MECP Director has been notified as required by section 21 of O. Reg. 406/19. After Excess Soil has been removed from the Class 2 Soil Management Site, the Contractor shall prepare a draft written notice of closure to the MECP Director of closure of the Class 2 Soil Management Site in accordance with section 21 of O. Reg. 406/19 and submit it to the Consultant and the Owner for submission to the MECP Director.

If the Contractor becomes aware that any information in a written notice mentioned above is no longer complete or accurate, the Contractor shall forthwith notify the Owner and the Consultant and provide same with the completed or corrected information for submission to the MECP Director.

7.13 Procedure for Observations of Soil Affected by Contaminant Discharge

Without limiting any of the Contractor's other obligations under the Contract Documents relating to toxic or hazardous substances or materials, if any person working at the Project Area makes an observation during Soil excavation within the Project Area, including any visual or olfactory observation, that suggests that the Soil being excavated may be affected by the discharge of a contaminant, the Contractor shall ensure the following actions are performed:

- .1 The person shall immediately notify the Contractor of the observation of potential contamination.
- .2 The Contractor shall immediately cease all Soil excavations in the Project Area.
- .3 The Contractor shall immediately notify the Owner, the Owner's QP and the Consultant of the observation, verbally and in writing.
- .4 The Contractor shall identify the area that may be impacted by the discharge of a contaminant and ensure that any excavated Soils from that area are segregated from other excavated Soil in the Project Area.
- .5 The Contractor shall coordinate with the Owner's QP and perform the work for the determination and development of recommendations for the following:
 - (a) the portion of the Project Area that is affected by the discharge of a contaminant;

- (b) confirmation that all excavated Soil that is affected by the discharge of a contaminant is identified and segregated from other excavated Soil at the Project Area;
 - (c) appropriate disposal options for any Excess Soil from that portion of the Project Area that was affected in accordance with O. Reg. 406/19 and other applicable regulations; and
 - (d) requirement for any revisions to any documents required under O. Reg. 406/19.
- .6 The Contractor shall consult with the Owner's QP and the Consultant to ensure the recommendations noted in SC 18.13.5 have been satisfactorily executed prior to directing excavations be resumed.

7.14 Indemnity for Soil Management

The Contractor acknowledges the importance of its compliance with its obligations herein and that its failure to comply with its obligations may cause the Owner to breach contractual or other obligations with third parties and to be the subject of civil actions or proceedings or to breach O. Reg. 406/19 (including its obligations as Project Leader thereunder), the EPA (including other regulations enacted under the EPA), or federal, provincial or municipal laws or requirements (including municipal or local by-laws or instruments) and to incur or suffer losses and damages and be subject to statutory fines, penalties and orders. Without limiting the foregoing, the Contractor acknowledges that failure to comply with its obligations herein and O. Reg. 406/19 may result in Soil excavated during construction or removed from the Project Area being designated as "waste" under the EPA.

The Contractor shall indemnify, defend, and hold harmless the Owner, the Owner's QP and the Consultant and their respective directors, officers, appointees, employees, representatives and agents (each an "**Indemnatee**") from and against any and all liabilities, causes of action, costs, damages, losses, expenses, claims, demands, suits, fines, penalties, orders or judgments (each, a "**Claim**", and collectively, the "**Claims**"), including reasonable legal fees, costs and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnatee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, breach of contract, or misconduct of the Contractor, its Qualified Person (if applicable), officers, agents, employees, Subcontractors, suppliers or consultants, in connection with, in relation to or arising out of the Contractor's obligations and the work and services described herein, including Claims arising out of or relating to:

- (a) bodily injury (including death) or damage to tangible personal or real property;
- (b) non-compliance or breaches of applicable laws, including O. Reg. 406/19 and applicable municipal or local by-laws or instruments (including, for greater clarity, an Indemnatee's non-compliance or breach that was caused by the Contractor or those for whom it is responsible);
- (c) orders, fines or penalties made, issued or levied by authorities having jurisdiction (including but not limited to in respect of O. Reg. 406/19, the EPA, federal and other statutes or Local Municipality by-laws); and
- (d) any breach of any covenant set forth herein not expressly mentioned above.

In no event shall the Contractor by its action or inaction, or by default, concede or admit liability, or enter into any judgment or settlement regarding an indemnified Claim without the Owner's prior written consent. The Owner reserves the right to participate in the defence of any matter otherwise subject to indemnification by the Contractor.

For the purposes of this SC 18.14 and the Contractor's obligations therein, non-party Indemnitees are third party beneficiaries of this Contract. Other than as provided for in this provision (or to the extent expressly provided for elsewhere in the Contract Documents), this Contract is for the sole benefit of the signatories to it and their permitted successors and assigns.

SC 18.14 shall survive termination or expiration of the Contract.