

**THE ONTARIO AGGREGATE RESOURCES CORPORATION  
(TOARC)**



**Tender Document 23-001**

Revoked License Aggregate Pit Rehabilitation  
Lot 3, Concession 3  
The Township of Georgina, York County

**The Ontario Aggregate Resources Corporation**  
1001 Champlain Avenue, Suite 103  
Burlington, ON L7L 5Z4  
(905) 319-7424

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**1.0 TENDER DOCUMENTS  
PART I - TENDER CALL AND FORM OF TENDER**

**TENDER CALL**

The Ontario Aggregate Resources Corporation (TOARC) invites Tenders for:

**CONTRACT No. 23-001**

**DESCRIPTION** Tender for the supply of labour, equipment, and materials to rehabilitate a revoked aggregate pit located on:

23-001 (Blanchard) 8.75 ha: Lot 3, Concession 3, The Township of Georgina, York County

under authority of the **Aggregate Resources Act**, RSO. (as amended), through the Aggregate Resources Trust.

**TENDER SUBMISSION:**

Tenderers shall deliver their tenders to:

TOARC-tenders@toarc.com

The Subject line of the email must state the Tender number and the name of Tenderer. If the Tenderer is submitting multiple tenders, they must be sent individually with their corresponding tender number.

The Tenderer shall not submit its Tender by mail or facsimile.

**TENDER CLOSING:**

TOARC will receive tenders until:

1:00 p.m. local time June 2, 2023 (the "Tender Closing Time")

TOARC shall open and read the Tenders immediately following the "Tender Closing Time".

**PROJECT COORDINATOR:**

This project will be coordinated by:

**The Ontario Aggregate Resources Corporation**  
1001 Champlain Ave., Suite 103  
Burlington, ON  
L7L 5Z4



**FORM OF TENDER**

Tender by:

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Name of Tenderer

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Address of Tenderer

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Telephone Number of Tenderer

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Fax Number of Tenderer

Hereinafter called the Tenderer or Contractor.

**1.1 Contract Documents.**

The Contract Documents for **Contract Number 23-001** are:

- (1.0) Tender Documents
  - (i) Part I - Tender Call and Form of Tender, including as part of the Form of Tender:
    - Part A – Schedule of Items and Prices
    - Part B – Schedule of Addition and Deletion Prices
    - Part C – Summary of Tenderer’s Experience in Successfully Completing Similar Work
  - (ii) Part II - Tender Conditions – Instructions to Tenderers;
- (2.0) Special Provisions of Contract;
- (3.0) Special Provisions - Items;
- (4.0) General Conditions of Contract;
- (5.0) Form of Contract



(6.0) Attachments:

Schedule "A" – Description of Work  
Specifications:

02231	Clearing and Grubbing
02311	Site Grading
02315	Excavation, Backfilling & Grading
02911	Topsoil and Finish Grading
OPSS 804	Hydroseeding

Schedule "B" – Site Sketches  
Schedule "C" – Site Locations

(7.0) Addenda:

Addendum No. \_\_\_\_ dated \_\_\_\_\_, 2023, No. of Pages \_\_\_\_\_

Addendum No. \_\_\_\_ dated \_\_\_\_\_, 2023, No. of Pages \_\_\_\_\_

Addendum No. \_\_\_\_ dated \_\_\_\_\_, 2023, No. of Pages \_\_\_\_\_

Addendum No. \_\_\_\_ dated \_\_\_\_\_, 2023, No. of Pages \_\_\_\_\_

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(list additional addenda received here)

**1.2 Tenderer's Declarations.**

1.2.1 The Tenderer declares that it has obtained and read the Contract Documents.

1.2.2 The Tenderer declares that it has read, understands, and agrees to be bound by the Contract Documents.

1.2.3 The Tenderer declares that all information which it has provided to TOARC is true.



**1.3 Tenderer's Submission.**

**1.3.1 The Tenderer has included with its properly completed Form of Tender:**

- (a) **The Tender deposit equal to at least 10% of the total Tender Price in accordance with Section 1.3 of the Tender Conditions – Instructions to Tenderers;**
- (b) **The Agreement to Bond, or Agreement to furnish a Letter of Credit in accordance with Section 1.9 of the Tender Conditions – Instructions to Tenderers;**
- (c) **Part A to the Form of Tender – Schedule of Items and Prices;**
- (d) **Part B to the Form of Tender – Schedule of Addition and Deletion Prices;**
- (e) **Part C to the Form of Tender – Summary of Tenderer's Experience in Successfully Completing Similar Work;**

**1.4 Tenderer's Offer.**

1.4.1 The Tenderer, by submission of its Tender, offers to do the Work in accordance with the Contract Documents.

1.4.2 The Tenderer, by submission of its Tender, offers to do the Work and accept payment at the prices specified in the Schedule of Items and Prices attached to this Form of Tender.

1.4.3 The Tenderer's total Tender Price is:

\* \_\_\_\_\_ Dollars.

This offer is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Tender



**PART A – SCHEDULE OF ITEMS AND PRICES**

**23-001 (Blanchard) 8.75 ha: Lot 3, Concession 3, The Township of Georgina, York County**

Item	Spec. No.	Description	Lump Sum (excl.GST/HST)	GST/HST	TOTAL
<b>1.0 Site Preparation:</b>					
1.1	Mob-Demob	Labour and equipment to mobilize and demobilize equipment to and from site.			
1.2	02231	Site clearing and grubbing, tree stumps, boulders, and overburden to be set aside or buried, dig trench for scrap wood as indicated in the site drawings.			
1.3		Removal of concrete scale mounts to off-site facility for recycling concrete.			
<b>SUB-TOTAL Site Preparation</b>					
<b>2.0 Earthworks:</b>					
2.1	02911	Strip existing topsoil to its full depth, stockpile and re-spread on site within the limit of contract.			
2.2	02311 02315	Excavate, backfill, and grade all slopes as indicated in site drawing and that the site drains positively within the limit of contract.			
<b>SUB-TOTAL Earthworks</b>					
<b>3.0 Seeding:</b>					
3.1	OPSS 804	Supply and install Hydroseed (Northern Ontario Seed mix, or equivalent at 170kg/ha) + Hydraulic Mulch at 2,000kg/ha + Fertilizer (8-32-16) at 365kg/ha + FloccLoc Tackifier at 3.5kg/ha + Rye Nurse Crop at 60kg/ha in designated areas as per the site drawings (refer to Schedule B).			
<b>SUB-TOTAL Seeding</b>					
<b>LUMP SUM TOTAL including all applicable taxes, inclusive of HST</b>					



Any item(s) not specifically mentioned in the above Schedule of Items and Prices but shown on the plans and/or described in the attached “Schedule A - Description of Work” and specifications, or required to complete the work as herein described, is to be included in the above price. The base bid lump sum price is to be complete, including all applicable taxes, **inclusive of G.S.T./ H.S.T. (with the total tax rate specified)**, overhead, profit and all other Contractor’s expenses.





**PART A SUMMARY – SCHEDULE OF ITEMS AND PRICES**

<b>Contract</b>	<b>Owner</b>	<b>Description</b>	<b>Lump Sum (excl. GST/HST)</b>	<b>GST/HST</b>	<b>TOTAL</b>
23-001	Blanchard	8.75ha ha: Lot 3, Concession 3, Township of Georgina, York County			
<b>LUMP SUM TOTAL including all applicable taxes, inclusive of HST</b>					*

\* This total lump sum amount to be shown on this Form of Tender, under Item #1.4.3.

Any item(s) not specifically mentioned in the above Schedule of Items and Prices but shown on the plans and/or described in the attached “Schedule A - Description of Work” and specifications, or required to complete the work as herein described, is to be included in the above price. The base bid lump sum price is to be complete, including all applicable taxes, **inclusive of G.S.T./ H.S.T. (with the total tax rate specified)**, overhead, profit and all other Contractor’s expenses.



## **PART B - SCHEDULE OF ADDITION AND DELETION PRICES**

The following unit prices shall be full compensation for all labour, equipment and materials for the supply and installation for additions and/or deletions to this Contract. These costs will be added to, or deducted from the Tenderer's Total Tender Price. The scope of the work will be adjusted accordingly consistent with the acceptance of this work by TOARC.

The unit prices shall include all taxes and charges for overhead and profit and shall be in full compensation for completed work.

**The unit price may not vary by more than 10% between additions and deletions.**

TOARC reserves the right to accept or reject any or all of the following work:

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Addition Unit Price</b>	<b>Deletion Unit Price</b>
1.0	Supply and install Hydroseed (Northern Ontario Seed mix)	Per ha		
2.0	Other (please specify)	Per ha		
3.0		Per ha		

**PART C – SUMMARY OF TENDERER’S EXPERIENCE IN  
SUCCESSFULLY COMPLETING SIMILAR WORK**

All Tenderers must demonstrate that they have the necessary experience and expertise to carry out the proposed works in this Contract by completing “Part C – Summary of Tenderer’s Experience in Successfully Completing Similar Work”, of the Form of Tender (attach additional sheets if necessary).

<b>Year</b>	<b>Description of Contract</b>	<b>For Whom Work Performed</b>	<b>Value</b>	<b>Client/Consultant Responsible for the Work</b>



**1.0 TENDER DOCUMENTS**  
**PART II - TENDER CONDITIONS: INSTRUCTIONS TO TENDERERS**

**1.1 Completion and Submission of Tenders.**

- 1.1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign the Form of Tender, identify the officer's position with the corporation, and the Tenderer shall affix the corporation's corporate seal over the signature of the officer of the corporation.
- 1.1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and the signatures shall be properly witnessed.
- 1.1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of this Tender document.
- 1.1.6 The Tenderer shall submit to TOARC:
- (a) the Form of Tender, including Parts A, B, and C attached;
  - (b) the Tender Deposit; and
  - (c) the Agreement to Bond, or Agreement to furnish a Letter of Credit from a certified financial institution (See samples in Appendix 'A').
- 1.1.7 The Tenderer shall submit the Tender on the forms and .pdf them. Digital scans of supporting documents should be attached.
- 1.1.8 The Tenderer shall not submit its Tender by mail or facsimile. Only electronic submissions will be accepted to limit contact under Covid-19 regulations.
- 1.1.9 The Tenderer may withdraw its Tender at any time prior to the Tender Closing Time.
- 1.1.10 The Tenderer shall not submit revisions, amendments or changes of any kind whatsoever to a Tender after it has been submitted to TOARC.
- 1.1.11 Notwithstanding section 1.1.10, the Tenderer may withdraw its Tender prior to the Tender Closing Time and submit a revised Tender prior to the Tender Closing Time provided that the revised Tender is submitted in accordance with the provisions of the Contract Documents.
- 1.1.12 The Tenderer acknowledges and agrees that TOARC may, during the term of the Contract, maintain a record of the performance of the Contractor completing work for TOARC. TOARC will use this information to complete a "Contractor Performance Evaluation Form". A rating of the Contractor (the "Performance Rating") is established

based on the overall history of a company or a related person or entity in performing work for TOARC and TOARC will consider this rating in the evaluation.

## **1.2 Tender Opening.**

1.2.1 The Tenders shall be opened on 1:05 p.m. local time Friday June 2<sup>nd</sup>, 2023 at The Ontario Aggregate Resources Corporation office located at 1001 Champlain Avenue, Suite 103, Burlington, Ontario L7L 5Z4. TOARC will invite all tenderers to virtually attend the opening of the tenders.

## **1.3 Tender Deposit.**

1.3.1 At the time of tendering, the Tenderer shall submit with its Tender, a deposit in the form of a certified cheque, money order or Bid Bond payable to The Ontario Aggregate Resources Corporation. The Tender deposit shall equal at least ten (10) percent of the total Tender Price.

1.3.2 TOARC shall not pay interest on Tender deposits.

1.3.3 TOARC shall retain the Tender deposit of the Tenderer to whom the Contract is to be awarded (the “Successful Tenderer”) until:

- (a) the successful Tenderer has provided the Performance and Maintenance Bond or Letter of Credit, the Workplace Safety and Insurance Board Certificate of Clearance, and the Insurance Certificate in accordance with section 1.10, 1.11 and 1.13, to the satisfaction of TOARC; and
- (b) the successful Tenderer has executed the Form of Contract, in accordance with Section 1.12.

1.3.4 TOARC shall retain the Tender deposits of the unsuccessful Tenderers:

- (a) whom submitted the second and third lowest acceptable Tenders, until the Successful Tenderer has met the requirements set out in section 1.3.3; and
- (b) all other unsuccessful Tenderers shall have their Tender deposits returned.

## **1.4 Personal Investigation.**

1.4.1 The Tenderers must satisfy themselves by personal examination of the location of the proposed Work and by such other means as deemed necessary as to the actual conditions and requirements of the Work. Since the site is on privately owned land, the Contractor's personal investigation of the site shall occur on the date of the **mandatory** pre-Tender meeting. If further site investigation is required, Tenderers must make arrangements with TOARC prior to accessing the site.

## **1.5 Irrevocability of Offer.**

1.5.1 The Tender as submitted by the Tenderer shall constitute the Tenderer’s Offer.

1.5.2 The Tenderer shall not revoke its Offer until after the expiration of 60 days after the



opening of Tenders by TOARC.

## **1.6 Forfeiture of Tender Deposit.**

- 1.6.1 If the Tenderer revokes its offer prior to the expiration of 60 days after the opening of Tenders by TOARC, then the Tenderer shall forfeit its Tender deposit to TOARC as damages.
- 1.6.2 If the Successful Tender fails to fulfil its obligations pursuant to the sections 1.10, 1.11, 1.12, 1.13, 1.14 and 1.15, then the Successful Tenderer shall forfeit its Tender deposit to TOARC as damages.
- 1.6.3 The forfeiture of a Tender deposit pursuant to either section 1.6.1 or 1.6.2 shall not prohibit TOARC from pursuing any other legal remedy, which it may have.

## **1.7 Right to Accept or Reject Tenders.**

- 1.7.1 Notwithstanding any other provision in the Contract Documents, TOARC shall have the right to:
  - (a) accept any Tender;
  - (b) reject any Tender;
  - (c) reject all Tenders; and
  - (d) discontinue the tendering process at any time.
- 1.7.2 Without limiting the generality of section 1.7.1, TOARC shall have the right to:
  - (a) accept a Tender which is not the lowest Tender; and
  - (b) reject a Tender even if it is the only Tender received by TOARC.
  - (c) reject a Tender from a Tenderer that has received an unsatisfactory Performance Rating by TOARC.

## **1.8 Irregular Tenders.**

- 1.8.1 Whether or not a Tender is declared to be irregular shall be in the sole discretion of TOARC.
- 1.8.2 TOARC may, in its sole discretion, reject an irregular Tender.
- 1.8.3 An irregularity shall include, but not be limited to:
  - (a) incomplete Tenders;
  - (b) conditional or obscure Tenders;
  - (c) Tenders with additions, erasures, or alterations;
  - (d) Tenders, which are illegible; and
  - (e) Tenders, which are inappropriately executed.

## **1.9 Agreement to Bond *or* to Furnish a Letter of Credit.**

- 1.9.1 At the time of Tendering, the Tenderer shall submit with its Tender, an Agreement to Bond, completed and properly executed by a certified bonding company, *or* an

Agreement to furnish a Letter of Credit from a certified financial institution. The Agreement to Bond or Agreement to furnish a Letter of Credit, and the Tenderer's bonding company or financial institution, shall be to the satisfaction of TOARC (See samples in Appendix 'A').

#### **1.10 Successful Tenderer - Performance and Maintenance Bond or Letter of Credit.**

- 1.10.1 The Successful Tenderer and its surety shall provide TOARC with a Performance and Maintenance Bond, or Letter of Credit, equal to at least 50% of the total Tender Price, to remain in effect for a minimum period of one year from the date of total performance of the Contract.
- 1.10.2 The Successful Tenderer's Performance and Maintenance Bond and bonding company, or Letter of Credit and certified financial institution, shall be to the satisfaction of TOARC.
- 1.10.3 The Successful Tenderer's Performance and Maintenance Bond shall be submitted on standard construction document forms. The Letter of Credit shall be submitted on the letterhead of a certified financial institution and signed by a representative of that institution.

#### **1.11 Successful Tenderer - Insurance.**

- 1.11.1 The Successful Tenderer shall provide TOARC with an original Certificate of Insurance for each type of insurance coverage required by section 4.32 of the General Conditions and any additional coverage specified in the Special Provisions in a form, which is to the satisfaction of TOARC.
- 1.11.2 The Successful Tenderer shall submit a "Notice of Project" to the Ministry of Labour for projects tendered over \$50,000 and provide TOARC a copy of the completed form.

#### **1.12 Successful Tenderer - Form of Contract.**

- 1.12.1 The Successful Tenderer shall execute the Form of Contract provided in the Contract Documents in the same manner as described for the submission of Tenders in sections 1.1.1 to 1.1.4 inclusive.

#### **1.13 Successful Tenderer – Workplace Safety and Insurance Board Certificate of Clearance.**

- 1.13.1 Prior to commencing the Work, the Successful Tenderer shall provide TOARC with a current and valid clearance certificate, as issued by the Ontario Workplace Safety and Insurance Board ("WSIB"), confirming that the Successful Tenderer's WSIB account is in good-standing. Moreover, the Successful Tenderer shall provide updated clearance certificates as appropriate, to ensure that throughout the period of the Contract, TOARC is at all times in possession of a current and valid clearance certificate in respect of the Successful Tenderer.

#### **1.14 Successful Tenderer - Delivery of Documents.**

- 1.14.1 The Successful Tenderer shall deliver all documents required pursuant to sections 1.10,

1.11, 1.12 and 1.13 in the form prescribed by sections 1.10, 1.11, 1.12 and 1.13 no later than ten (10) calendar days after the date of contract award by TOARC.

1.14.2 If the Successful Tenderer fails to comply strictly with section 1.14.1 TOARC may, in addition to applying the provisions of section 1.6 and in TOARC's sole discretion, withdraw its acceptance of the Tender.

### **1.15 Successful Tenderer - Commencement of the Work.**

1.15.1 The Successful Tenderer shall not commence the Work until it has received a Commence Work Order issued by TOARC. The start work date shall be the date of issue of the Commence Work Order.

1.15.2 The Successful Tenderer shall commence work no later than five (5) calendar days after the date of issuance of the Commence Work Order for this Contract by TOARC.

1.15.3 If the Successful Tenderer fails to comply strictly with section 1.15, TOARC may, in its sole discretion, treat the Contract as abandoned by the Successful Tenderer.

### **1.16 Contract Documents.**

1.16.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender and all Addenda which pertain to this Contract and which are issued by TOARC.

1.16.2 If the Tenderer finds any errors, omissions, discrepancies or ambiguities in the Contract Documents, the Tenderer shall immediately notify TOARC at the address specified in Part I of the Tender.

1.16.3 No oral explanation, clarification or interpretation by any person shall modify any of the Contract Documents.

1.16.4 TOARC may, in its sole discretion, amend the Contract Documents prior to the tender closing time by issuance of an Addendum or Addenda to the Contract Documents.

### **1.17 Tender and Contract.**

1.17.1 This Tender upon acceptance by TOARC shall thereupon constitute a binding Contract between the parties according to the terms thereof.

### **1.18 Tenderer's Experience.**

1.18.1 All Tenderers must demonstrate that they have the necessary experience and expertise to carry out the proposed works in this Contract by completing "Part C - Summary of Tenderer's Experience in Successfully Completing Similar Work" of the Form of Tender.



## 2.0 SPECIAL PROVISIONS OF CONTRACT

### 2.1 Duration of Contract.

2.1.1 Award of this contract is conditional upon receipt of all necessary approvals. This contract shall remain in full force and effect until such time as the work as described herein has been approved by TOARC, not to be unreasonably withheld, and all parties to the contract have fulfilled their obligations including, but not limited to, the return of all documents, the release of financial assurances and the passing of the warranty period.

#### 2.1.2 Start and Completion Date:

TOARC and Contractor agree that the work shall commence no later than the 19<sup>th</sup> day of June 2023 and shall terminate on the 14<sup>th</sup> day of July 2023 unless otherwise agree writing. This timeline represents 20 working days.

2.1.3 Failure to totally complete this contract within the working day allotment shall entail the enforcement of liquidated damages as per Section 4.36 of the General Conditions of the Contract apart from the impact of inclement weather as outlined in Section 4.1.17(c).

2.1.4 TOARC and the Contractor may by mutual agreement in writing only, alter the start and/or completion dates.

### 2.2 Pre-Tender Meeting.

2.2.1 All Tenderers shall attend a **mandatory** pre-tender information meeting to be held on-site for the purpose of providing an overview of existing site conditions and information pertinent to carrying out the Work in this Contract. **Tenders submitted by Tenderers not in attendance at the Pre-Tender meeting will not be accepted.**

2.2.2 The Pre-Tender meetings will be held on May 24<sup>th</sup>, 2023 at:

- (a) 23-001 (Blanchard) 8.75 ha: Lot 3, Concession 3, The Township of Georgina, York County

### 2.3 Site Conditions.

2.3.1 Prior to submitting a tender, it is the Tenderer's responsibility to examine the site carefully and to fully ascertain existing conditions, circumstances and limitations affecting the Work, including confirmation of all information contained in Schedule B – Site Sketches. No allowances will be made in this Contract for additional costs arising out of failure by the Contractor to fully investigate existing site conditions.

## **2.4 Scope of Work.**

2.4.1 The goal of this project is to rehabilitate former revoked aggregate extraction site. In general, the Work to be carried out in this Contract is as follows:

- Clear and grub all existing plant growth, rocks, logs and stumps, dig trench for scrap wood, except those indicated for preservation or salvage and reuse within limit of contract, spec. 02231.
- Strip existing topsoil to its full depth, stockpile and spread on site within limit of contract, spec. 02911.
- Grade site slopes as indicated in site drawing and positive drainage within limit of contract, spec. 02311, 02315.
- Supply, transport and apply seed mixtures + hydraulic mulch within limit of contract, spec. OPSS 804.

See also: Schedule A: “Description of Work”, “Specification” and Schedule B “Site Sketches”.

## **2.5 Schedule of Work.**

2.5.1 Upon award of this contract, the Contractor shall prepare a “Schedule of Work” outlining projected weekly progress, and submit the Schedule of Work to TOARC within ten (10) calendar days of Contract award. The Contractor must complete the Work in an orderly and efficient fashion.

## **2.6 Site Access and Traffic Management.**

2.6.1 The Contractor will be permitted a total of one approved construction access route to the site. The location of this access point will be indicated on the “site sketch” (Schedule B).

2.6.2 The Contractor shall conduct the progress of the Work in such a way as to minimize interruption to traffic flows. The Contractor will not be permitted to close any public roadway at any time throughout the duration of this Contract.

2.6.3 The Contractor is not permitted to use any public road or right-of-way for storage of equipment or materials to be used in this Contract.

2.6.4 The Contractor shall maintain the access route(s) in a clean and clear manner so as not to impede or impair pedestrian or vehicular movement on the public road or right-of-ways. The Contractor is responsible for restoring the access route(s) damaged by construction activities to a condition equal to or better than the original condition.

2.6.5 The Contractor shall protect all existing utilities and structures including curbs, sidewalks, pavement and guardrails from damage due to construction activities. The Contractor shall restore all utilities, structures and road right-of way areas damaged by construction activities to a condition equal to or better than the original condition.

2.6.6 The Contractor shall ensure that all public roads, right-of-ways and site access routes are kept free from earth materials or refuse resulting from the construction operations. All trucks and heavy equipment used in the construction work shall be maintained and

operated in a condition that will prevent spillage of materials onto public roads, right-of-ways and site access routes. Should the Contractor be negligent of its duties in maintaining public road, right-of-way and site access route cleanliness, TOARC will take whatever steps are necessary to correct the deficiency and shall charge the Contractor for all costs associated with such repair.

- 2.6.7 The Contractor shall carry out Traffic Management in accordance with Section 4.31 of the General Conditions of this Contract.
- 2.6.8 No extra compensation will be paid to the Contractor under this Contract for performing any component of the Work outlined in Section 2.6.

## **2.7 Site Security and Restrictions.**

- 2.7.1 The Contractor is advised that the Work in this Contract occurs on private lands. The Contractor shall ensure that the site, including all facilities, equipment and materials on site, is maintained in a safe, secure and stable condition at all times. This shall include regular inspections of the site by the Contractor and carrying out any necessary remedial action by the Contractor to ensure the site is safe and secure. The Contractor is responsible for any damage caused as a result of failure to manage the construction site. All trucks and heavy equipment entering and leaving the site shall conform to the requirements contained in the Traffic Control Provision. No extra compensation will be paid to the Contractor under this Contract for keeping the site in a safe and secure condition at all times throughout the duration of the Contract.

## **2.8 Pollutants and Contaminants.**

- 2.8.1 Spills or discharge of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall forthwith be reported to TOARC. Such spills or discharges and their adverse effects shall be defined in the *Environmental Protection Act* Revised Statutes of Ontario, (as amended). This reporting does not relieve the Contractor of its legislated responsibilities regarding such spills or discharge.
- 2.8.2 Pollutants or contaminants found by the contractor shall be reported immediately to TOARC who will assess the need for Hazardous Materials reporting.
- 2.8.3 If the contractor encounters toxic or hazardous substances at the place of work, or has reasonable grounds to believe that toxic or hazardous substances are present at the place of work, which were not brought by the subcontractor and which were not disclosed in the contract documents, or which were disclosed but have not been dealt with by TOARC in accordance with the applicable legislation related to toxic and hazardous substances; the contractor shall take all reasonable steps, including stopping the work to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the place of work, and immediately report the circumstances to TOARC in writing.

## **2.9 Government Requirements.**

2.9.1 The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-Laws, which could in any way pertain to the Work outlined in the Contract.

## **2.10 Private Lands.**

2.10.1 The Contractor is advised that the Work occurs on private lands. The Limit of Contract will be delineated in the field at the time of the pre-tender meeting. The Contractor is responsible for the protection of all structures, surfaces and property within the Limit of Contract. The Contractor shall not carry out Work outside the Limit of Contract.

2.10.2 The Contractor shall not enter upon or occupy with labour, equipment or materials, any lands outside the Limit of Contract as defined at the site. Any rent or damages paid for occupying private lands outside the Limit of Contract shall be at the Contractor's own expense.

## **2.11 Safety.**

2.11.1 The Contractor shall take all necessary steps to conduct the Work in a safe manner, to prevent accidents, and to protect all workers, subcontractors and other personnel, as well as all visitors, land owners, and members of the general public and their property, from any harm or damage that may arise or occur in connection with the Work.

2.11.2 The Contractor shall ensure that all Work procedures, equipment and materials conform to applicable legislative standards. More specifically, but without limitation, the Contractor shall be knowledgeable of, and shall ensure that all of its workers, subcontractors and other personnel abide by, the provisions of all applicable legislative enactments, by-laws and regulations in regards to health and safety in the Province of Ontario. In particular, the Contractor shall ensure that it is knowledgeable of and performs all obligations imposed by the Ontario Occupational Health and Safety Act, as amended, and all applicable regulations thereto. The contractor shall also comply with all safety programs and directives of TOARC. Failure on the part of the contractor to comply with such directives, will entitle TOARC to require the work to be suspended, until compliance by the contractor

2.11.3 Without limitation to Sections 2.11.1 or 2.11.2, above, the Contractor shall:

- (a) ensure that the Work is at all times subject to the oversight of a competent supervisor who is on-site, and who is authorized to act on a Contractor's behalf, and who shall be responsible for ensuring, on the Contractor's behalf, that the work is being properly and safely carried out;
- (b) post an emergency contact sign at a conspicuous location at the Work site. That sign shall include the names of the Contractor and the Contractor's site supervisor(s), together with telephone numbers where they can be reached on an urgent basis in the event of any problem arising at the site; and
- (c) ensure that all workers, subcontractors and other personnel, as well as all visitors, landowners, and members of the general public who are in or at the Work site, wear

protective headwear and footwear, as well as a reflective safety vest (coloured blaze orange or red).

## **2.12 Clean up.**

2.12.1 The Contractor shall remove all equipment and materials from and clean up all works areas continuously as the Work progresses to enable unhindered access to the completed portions of the site. The contractor shall maintain the premises in a safe and tidy condition, free from the accumulation of waste products and debris caused by the contract work.

## **2.13 Contractor Performance Evaluation Form.**

2.13.1 TOARC may, during the term of the Contract, maintain a record of the performance of the Contractor completing work for TOARC. TOARC will use this information to complete a “Contractor Performance Evaluation Form”. A rating of the Contractor (the “Performance Rating”) is established based on the overall history of a company or a related person or entity in performing work for TOARC and TOARC may consider this rating in the evaluation of future contract awards by TOARC.

## **2.14 Warranty**

2.14.1 The warranty period under this contract is for one (1) year from the date of total completion of the work.

2.14.2 The contractor shall be responsible for the proper performance of the work to the extent that the design and the contract documents permit such performance.

2.14.3 TOARC shall give the contractor notice in writing of observed defects and deficiencies, which occurred during the one- year period.

2.14.4 The contractor shall correct promptly at its expense, defects or deficiencies in the work which appear prior to and during the one- year warranty period.

### **3.0 SPECIAL PROVISIONS – ITEMS**

#### **3.1 Site Preparation:**

##### **3.1.1 Clearing and Grubbing (Schedule A - Item No. 1.2)**

The lump sum price bid for this item shall be full compensation for all labour, equipment and materials necessary to clear and grub all existing plant growth, rocks, logs and stumps, except those indicated for preservation or salvage and re-use, and all other debris to be disposed of off-site, at a dump site to be arranged and paid for by the Contractor, according to Specification No. 02231.

#### **3.2 Earthworks:**

##### **3.2.1 Topsoil (Schedule A - Item No. 2.1)**

The lump sum price bid for this item shall be full compensation for all labour, equipment and materials necessary to strip existing topsoil to its full depth, stockpile and spread on site within the limit of contract, according to Specification No. 02911.

##### **3.2.2 Excavation, Backfilling and Grading (Schedule A - Item No. 2.2)**

The lump sum price bid for this item shall be full compensation for all labour, equipment and materials required to excavate, grade and backfill to ensure all slopes as indicated in site sketch and ensure that the site drains positively within the limit of contract, according to Specification No's. 02311 and 02315.

#### **3.3 Planting and Seeding**

##### **3.3.1 Tree Planting (Schedule A - Item No. 3.2)**

The lump sum price bid for this item shall be full compensation for all labour equipment and materials to supply, install and maintain the planting, according to Specification No. 02906 and Schedule B.

**NOT APPLICABLE**

##### **3.3.2 Seeding (Schedule A - Item No. 3.1)**

The lump sum price bid for this item shall be full compensation for all labour, equipment and materials to supply, install and maintain seed mix on all disturbed areas within the limit of contract, according to Specification OPSS.804 and Schedule B.

#### **3.4 Fence**

The lump sum price bid for this item shall be full compensation for all labour, equipment and materials to supply and install according to Specification No. 02815.

**NOT APPLICABLE**

## 4.0 GENERAL CONDITIONS OF CONTRACT

### 4.1 Definitions in this Contract.

- 4.1.1 **Applicable Laws** means any law, rule, statute, regulation, order, judgement, decree, policy, guideline, code, manual or other requirement having the force of law in the Province of Ontario as they may be issued and in force from time to time.
- 4.1.2 **Clean, Inert Fill** means earth or rock fill, or waste of a similar nature, including concrete, sand and brick, that contains **no** organic matter, metal, contaminated materials, or decomposable chemical substances.
- 4.1.3 **Construction Holdback** shall be ten (10) percent of the total contract price before G.S.T./ H.S.T. that TOARC will hold until sixty (60) days after Total Completion has been issued in accordance with the Construction Act, R.S.O., c. C.30.
- 4.1.4 **Contract** means this agreement for the performance of the Work as set out in the Contract Documents.
- 4.1.5 **Contract Documents** means the Contract Documents as set out in Section 1.1 of the Form of Tender.
- 4.1.6 **Contractor** means the person or persons, corporation or corporations to whom the contract for the Work has been awarded.
- 4.1.7 **One Year Warranty Holdback** shall be five (5) percent of the total contract price before GST/ HST that TOARC will hold until one year after the date of Total Completion.
- 4.1.8 **Owner** means the private landowners on whose lands the Work in this Contract will be performed.
- 4.1.9 **Plans** mean all site sketches, surveys or reproductions of same pertaining to the Work in this contract.
- 4.1.10 **Project Co-ordinator** means a representative of The Ontario Aggregate Resources Corporation of Ontario as designated by TOARC.
- 4.1.11 **Removal** means removal and disposal off-site to a dumpsite arranged and paid for by the Contractor.
- 4.1.12 **Specifications** means all the documents and agreements made pertaining to the method or manner of performing the Work to the quality and quantities as specified in the Contract Documents.
- 4.1.13 **TOARC** means The Ontario Aggregate Resources Corporation.
- 4.1.14 **Total Completion** means the date upon which TOARC has accepted the work as final and issues a Certificate of Total Completion (Section 32, Construction Act).
- 4.1.15 **Trust** means the Aggregate Resources Trust.

- 4.1.16 **Work** means all activities and things to be executed under the contract, whether completed or uncompleted or as varied by TOARC, and includes all equipment, materials and labour supplied or used by the Contractor.
- 4.1.17 **Working Day** means any day between the time of sunrise and sunset but does not include:
- (a) Sundays and Statutory Holidays;
  - (b) days which TOARC, in its sole discretion determines not to be a working day based on delays caused by Acts of God, Public Enemy, Acts of the Province, By-laws of the City, Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes, or delays of sub-contractors due to such causes; and
  - (c) days on which inclement weather (rain, snow or temperature), in the sole discretion of TOARC, prevents the Contractor from efficiently proceeding with construction. The count of working days shall commence when the Contractor has received written notice to start work from TOARC, in which the specific date work is to start is stated.

## **4.2 Plans and Specifications.**

- 4.2.1 All plans and specifications shall be read and interpreted together, and any material for the Work or portion of the Work which has been described in the specifications and omitted from the plans, or vice versa, shall be deemed to have been described and included in both the plans and specifications and in the event of any discrepancy, the decision of TOARC as to which shall apply shall be final.

## **4.3 Omissions and Errors.**

- 4.3.1 Any part of the Work which has not been described in the plans and specifications but which is obviously necessary for the satisfactory completion of the whole Work for the purpose intended, shall be supplied or performed as though it had been described and provided for in both the plans and specifications for the Work.

## **4.4 Conflicts.**

- 4.4.1 In the event of any conflict or inconsistency in the Contract Documents, the Contract Documents shall take precedence and govern in the following order:
1. Special Provisions of Contract
  2. Tender Conditions - Instructions to Tenderers
  3. Form of Tender
  4. Special Provisions - Items
  5. Specifications
  6. Plans
  7. General Conditions
  8. Form of Contract



#### **4.5 By-Laws, Statutes, etc.**

4.5.1 The Contractor agrees to comply with all Applicable Laws including all wage and labour laws, the Occupational Health and Safety Act (as amended) and the Workplace Safety and Insurance Act, 1997 (as amended) and all regulations thereto. The Contractor agrees to assume full responsibility for any neglect or failure to comply with such laws and to pay all fines or penalties which may be imposed by reason of such failure or neglect and to save and hold blameless TOARC from any responsibility whatsoever in such matters. The Contractor shall obtain all required permits, approvals and licences at its own expense.

#### **4.6 Other Contractors.**

4.6.1 TOARC reserves the right to let other contracts outside the limit of contract and the Contractor shall connect properly and coordinate its Work with that of the other Contractors.

#### **4.7 Overloaded Equipment.**

4.7.1 The Contractor shall advise TOARC of its plans re: hauling equipment and that where such equipment is to be used, it will comply with all requirements of the appropriate authority having jurisdiction over the haulage ways. Where trucks or other equipment are used by the Contractor or its employees or agents for hauling and may, in the opinion of TOARC, cause damage to roads, TOARC and the Contractor shall agree, at the Contractor's expense, to use equipment of a smaller weight and/or the Contractor shall be responsible for the repair of such damage as if it were a part of this contract. The Contractor shall comply with all "half-load" requirements on roads, when such roads are so designated.

#### **4.8 Contract Interpretations.**

4.8.1 TOARC's decision shall be final and binding with respect to:

- (a) interpretation of the Contract Documents;
- (b) resolution of any omissions in the Contract Documents;
- (c) the quality, dimensions and sufficiency of the Work or any part thereof;
- (d) the measurement or quantity of valuation of the Work; and
- (e) extras and deductions to the Work;

4.8.2 When TOARC makes a decision under the authority of section 4.8.1 and directs the Contractor to proceed with the Work in accordance with TOARC's decision, the Contractor shall immediately proceed with the Work and shall make no claim whatsoever for an extension of time to complete the Work except as otherwise provided in this Contract.

#### **4.9 Utilities.**

4.9.1 The Contractor shall obtain all stakeouts required by the utilities and shall expedite this work in completion of the Work. The Contractor shall make no claims for extras in the

event that any of the utilities find it impossible to complete any relocation prior to the commencement of the Work.

#### **4.10 Deviations From Plans and/or Specifications.**

4.10.1 The Contractor shall not deviate from, or in any way alter, the plans and specifications of the Contract Documents, without the prior written consent of TOARC.

#### **4.11 Changes to Work.**

4.11.1 TOARC reserves the right to make additions to, deductions from or changes in the Work at the prices named in the Contract. The Contractor agrees to make such changes in the Work as ordered in writing by TOARC at the prices determined in accordance with the Form of Tender, and the Contract shall in no way be invalidated thereby.

4.11.2 TOARC is not liable for extras supplied by the Contractor that are not provided for in the specifications or required by the written instructions of TOARC.

#### **4.12 Workmanship.**

4.12.1 The Contractor shall ensure that a high quality of workmanship shall be maintained. The contractor shall keep the Work site and Work free of unsightly details. All workmanship shall be subject to the approval of TOARC.

#### **4.13 Methods and Sequence of Work.**

4.13.1 Before commencing Work, the Contractor shall submit, in writing, to TOARC, the proposed methods and sequence of Work in the form of a project schedule. The Contractor shall not commence the Work until it has received TOARC's approval of the proposed methods and sequence of the Work.

#### **4.14 Work Stoppage.**

4.14.1 TOARC may, at any time, stop or suspend Work for just cause and the Contractor shall not thereby be entitled to any additional payment or to any claim for loss of profit or anticipated profit or for damages or otherwise. Just cause shall include, without limitation, the identification of 'species at risk (SAR)' or other environmentally significant and/or vulnerable features not identified before the signing of this contract.

4.14.2 If the Work is discontinued at the direction of TOARC and will not be resumed until the following working season or for any extended period, the Contractor shall, when directed by TOARC, open and place any affected roadway in a passable, safe and convenient condition for public travel, and the roadway shall not again be closed to traffic or traffic thereon be obstructed without prior written authority of TOARC.

4.14.3 Concealed of Unknown Conditions.

If the contractor discovers conditions at the place of work which are:

(a) Subsurface or otherwise concealed physical conditions which existed before the commencement of the work, which differ materially from those indicated in the contract documents, or

(b) which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents; then the observing party shall give notice in writing to the other party of conditions before they are disturbed and in no event later than three working days after the first observance of the conditions.

TOARC will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially, and this would cause an increase or decrease in the contractors cost or time to perform the work, then TOARC shall issue appropriate instructions for a change in the work.

If TOARC finds that the conditions at the place of work are not materially different or that no change in the price is justified, TOARC shall report the reasons for this finding to the contractor in writing.

#### **4.15 Completed Work.**

4.15.1 The Contractor, on completion of the Work, shall leave the site of the Work and the abutting land to the site of the Work in a clean and neat condition to the satisfaction of TOARC.

4.15.2 TOARC may, in its discretion, retain from any monies due to the Contractor an amount sufficient to settle any claims for damages from third parties arising out of the execution of the Works by the Contractor of which TOARC becomes aware.

4.15.3 TOARC may retain monies pursuant to section 4.15.2 until the claims, which gave rise to the retention of monies have been settled or the damage has been rectified. TOARC shall not be obliged to pay any interest to the Contractor on the monies retained pursuant to section 4.15.3.

#### **4.16 Faulty Work.**

4.16.1 The Contractor shall promptly remove from the premises all materials condemned by TOARC as failing to conform with the Contract whether incorporated in the Work or not. The Contractor shall promptly rebuild condemned Work in accordance with the Contract, and without expense to TOARC and pay TOARC the cost of making good other Work destroyed or damaged by such rebuilding. If the Contractor does not remove condemned material or Work within the time fixed by written notification, TOARC may either remove or store it at the expense of the Contractor.

4.16.2 If, in the opinion of TOARC, it is not expedient to correct defective Work, or Work which has not been done in accordance with the Contract, TOARC may deduct from the Contract the difference in value between the Work done and that which is called for by the Contract, which amount shall be determined by TOARC.

#### **4.17 Sub-Contractors.**

4.17.1 No sub-contract shall under any circumstances relieve the Contractor of its liabilities and obligations under this Contract.

#### **4.18 Tools and Materials.**

4.18.1 Except where otherwise provided, the Contractor shall provide all necessary tools and materials for the proper completion of the Work.

#### **4.19 Approval of Equipment.**

4.19.1 All equipment, including plant and machinery, used in fulfilling this Contract shall conform to the current/applicable requirements of the authority have jurisdiction over the required access haulage ways and failure to comply shall not relieve the Contractor from responsibility for the proper performance of or liability under the Contract.

#### **4.20 Inspectors.**

4.20.1 TOARC shall inspect the Work upon being advised of its completion by the Contractor; and TOARC also reserves the right to visit the Work site at any time to assess the Contractor's progress and to inspect the quality of Work performed. In that regard, TOARC shall appoint from time-to-time such Inspector(s) as it may deem necessary to inspect the Work, and the Contractor shall provide its full cooperation in connection with the inspections contemplated by this Section 4.20.1.

An Inspector may stop the execution of the Work (or any part of the Work) if he/she determines that the Work is not being carried out in accordance with the Contract Documents and/or if any other question or dispute arises concerning the execution of the Work which cannot be resolved between the Contractor and the Inspector.

4.20.2 If an Inspector stops the execution of the Work pursuant to Section 4.20.1, the Contractor shall not recommence the Work unless and until it is directed to do so by TOARC. In such circumstances, the Contractor shall neither have nor make any claim against TOARC (nor any of its Inspectors, employees or agents) for any costs, expenses, or other damages allegedly incurred as a result of the work stoppage.

4.20.3 As an employee of TOARC, an Inspector's duty is solely to TOARC, and he/she shall not have any duties to the Contractor. In particular, it is expressly understood that regardless of an Inspector's attendance at or absence from the Work site, and regardless of an Inspector's notice of or failure to notice any unsatisfactory aspect of the Work, the Contractor shall in no way be relieved of its responsibilities with regard to: (a) ensuring the quality of materials and workmanship involved in the Work, (b) ensuring the safety of all workers involved in the Work, (c) ensuring the safety of all other persons and property that may be affected by the Work, and (d) ensuring compliance in all respects with the Contract Documents.

#### **4.21 Contractor's Agent.**

4.21.1 The Contractor or its competent authorized agent or foreperson shall be at the site at all times while the Work is in progress, and any directives issued by TOARC to such agent or foreperson shall be of the same effect as if issued directly to the Contractor.

#### **4.22 Correction after Payment of Holdback.**

4.22.1 The issuing of the "Construction Holdback" shall not relieve the Contractor from responsibility for faulty material or workmanship appearing within a period of one (1) year from the date of Total Completion. The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damages resulting from these activities appearing within such one (1) year period. TOARC shall give notification of observed defects.

#### **4.23 Removal of Structures and Protection of Work Site.**

4.23.1 The Contractor shall, at no expense to TOARC, save from injury all trees and shrubs to be conserved within and outside the limit of contract, and shall handle carefully and satisfactorily replace all fences which it shall be necessary to move in order to carry out the Work in this Contract at no additional expense to TOARC, unless TOARC directs otherwise.

4.23.2 The Contractor further agrees that it will, at no additional cost to TOARC, properly enclose and protect the Work and the Work site by, among other things, erecting appropriate signage, barriers, fencing, lights, and similar installations. Consistent with its obligations pursuant to the Occupational Health and Safety Act, the Contractor shall also take such other precautionary measures as may be reasonable and advisable in the circumstances to ensure the safety and protection of all workers, subcontractors and other personnel, as well as visitors, landowners, and members of the general public who are in, at or in the general vicinity of the Work site.

4.23.3 The Contractor shall exercise every precaution to avoid damage to water, gas or telephone mains, conduits, lines or services, or to sewer or other structures. It shall be the sole responsibility of the Contractor to obtain full information concerning the location and depth of these from the various companies or owners before commencing Work. The Contractor shall be solely liable for any damage to such structures and TOARC will not be responsible either for the locating of these or for any damage to them.

#### **4.24 Disorderly Conduct.**

4.24.1 Any disorderly person(s) or incompetent person(s) who may be employed or otherwise engaged by the Contractor on the Work shall be promptly removed, and no person so removed shall thereafter be employed or otherwise engaged upon any portion of the Work without the express consent of TOARC.

4.24.2 The Contractor shall not permit or suffer the introduction or the use of any intoxicant upon or about the works embraced in this Contract, or upon any grounds occupied by the Contractor for the purpose of this Contract.

**4.25 Storage of Machinery, Materials and Supplies.**

4.25.1 The obligation is upon the contractor to provide for a safe place for storage of equipment and ensure that it is protected from theft at all material times, including after- hours, weekends, and holidays.

**4.26 Night, Sunday and Holiday Work.**

4.26.1 TOARC may, under unusual circumstances or in the case of emergency, order any Work to be carried out in the whole or in part at night or on Sunday, or any Statutory Holiday, and the Contractor shall have no claim for extra compensation in respect thereof.

**4.27 Water and Electricity.**

4.27.1 Any water and electricity required by the Contractor shall be supplied by the Contractor at its own expense.

**4.28 Tests.**

4.28.1 The Contractor shall supply at its own expense certified copies of all tests upon all materials related to the Work. Such tests shall be made as and when directed by TOARC and by a laboratory approved by TOARC.

4.28.2 If at any time any portion or portions of the material or work previously approved by TOARC or its Inspectors as being satisfactory is shown to be unsatisfactory, the Contractor shall remedy this defect at its own cost.

**4.29 Notice to Contractor.**

4.29.1 TOARC may for just cause issue to the Contractor a “Notice to Contractor” Form, which is issued as an Order to Comply or Stop Work order and shall have further indicated thereon a description of the infraction.

4.29.2 On receiving a “Notice to Contractor”, the Contractor shall either comply with the order or discontinue Work until directed otherwise, in writing by TOARC.

4.29.3 Failure to comply with or obey the terms of a “Notice to Contractor” shall be considered a fundamental breach of this Contract.

**4.30 Traffic Control.**

4.30.1 During the performance of the Work, it shall be the Contractor’s responsibility to protect the safety and convenience of the travelling public.

4.30.2 The Contractor shall supply, erect, maintain and remove all traffic warning and guidance devices necessary for the safe movement of both vehicular and pedestrian traffic. These devices shall conform to Ministry of Transportation’s “Traffic Control Manual for Roadway Work Operations” (March 2001), or latest edition.

#### **4.31 Insurance.**

- 4.31.1 During the entire term of the Contract, the Contractor shall provide, maintain and pay for a General Public Liability Insurance and Motor Vehicle Insurance Policy of two million dollars (\$2,000,000.00) per occurrence of lawful money of Canada that protects the Contractor and the employees of the Contractor from all claims, demands, actions and causes of action that may be taken or made against them or any of them for any loss, damage or injury, including death, of any nature of kind whatsoever that may arise through an act or omission of the Contractor or any employee or employees of the Contractor.
- 4.31.2 During the entire term of this Contract, the Contractor shall have the policy of insurance required pursuant to this section endorsed:
- (a) to name The Ontario Aggregate Resources Corporation and the Trust and their officers, employees, agents, and Owner as additional insureds.
  - (b) to provide that the insurance shall apply in the same manner as though separate policies were issued in respect of any action or claims brought against any of the insured by any other insured or by any employee of such other insured; and
  - (c) to provide that no cancellation of the insurance shall be made except on at least fifteen (15) days prior written notice from the insurer to TOARC.

#### **4.32 Indemnification.**

- 4.32.1 The Contractor shall be fully and solely responsible for any and all loss or damage arising from its acts and/or omissions (including the acts and/or omissions of its workers, subcontractors and other personnel) in connection with the execution of the Work. In that regard, and without limitation to the foregoing, it is expressly agreed that the Contractor shall indemnify and hold harmless TOARC and the Trust (as well as their respective officers, directors, employees and agents) from and against any and all claims, demands, costs, acts, causes of action, expenses, fines, penalties, legal fees and liabilities of any sort which may arise as a consequence of or otherwise in connection with the Contractor's actions and/or omissions (including the acts and/or omissions of its workers, subcontractors and other personnel) in relation to the execution of the Work (including, without limitation, any workplace accident, actual or alleged non-compliance with applicable legislation, and any non-performance of and/or non-compliance with the Contractor's obligations pursuant to this Contract). It is also agreed that in the event that any such liability arises, TOARC may, to the fullest extent possible, withhold the amount of the said liability from any payments that are otherwise due and owing (or will in the future become due and owing) to the Contractor.

#### **4.33 Conditions of Payment.**

- 4.33.1 The Contractor shall, on the last day of each calendar month, submit an Application for Payment to TOARC for the Work Completed in that calendar month.
- 4.33.2 TOARC shall review the monthly Application for Payment and shall either accept the Application for Payment and issue a Payment Certificate for the amount set out in the

Application for Payment or reject the Application for Payment and inform the Contractor as to why the Application for Payment has been rejected. The Contractor shall not be entitled to any interest upon any bill for extra work on account of delay in its approval by TOARC.

4.33.3 If TOARC issues a Payment Certificate, TOARC shall retain ten (10) percent of the amount specified in the Payment Certificate (the "Construction Holdback") and, in addition, shall retain five (5) percent of the amount specified in the Payment Certificate (the "One Year Warranty Holdback"). TOARC shall pay the Contractor eighty-five (85) percent of the amount specified in the Payment Certificate within 30 days after the issuance of the Payment Certificate.

4.33.4 TOARC shall not pay the Contractor the "Construction Holdback" until; if applicable:

- (a) after the expiration of the 60 day holdback period in accordance with the Construction Act, 1990, Revised Statutes of Ontario, as amended;
- (b) The Work has been accepted by TOARC and the Contractor has met all other obligations under the Contract;
- (c) the Contractor has provided proof, to the satisfaction of TOARC, that the insurance required by section 4.32 in the amounts required by section 4.32 will be provided by the Contractor for at least 30 days after the date of acceptance of the completed work;
- (d) The Contractor has provided a Statutory Declaration for Release of Holdback or Declaration of Last Supply to TOARC.

4.33.5 TOARC shall not pay the Contractor the "One Year Warranty Holdback" until; if applicable:

- (a) after the expiration of the one (1) year warranty period from the date of Total Completion.
- (b) and, provided that TOARC has not issued any notification to the contractor with respect to defects arising from faulty materials or workmanship.

#### **4.34 Construction Act.**

4.34.1 The *Construction Act* applies to all aspects of the performance of this Contract. A copy of any claim for lien under the Construction Lien Act, and applicable affidavit verifying same, must be provided to:

**The Ontario Aggregate Resources Corporation**  
1001 Champlain Ave., Suite 103  
Burlington, ON  
L7L 5Z4

#### **4.35 Liquidated Damages.**

4.35.1 If the Contractor fails to complete the Work on or before the Completion Date or the extended Completion Date if the parties agree to extend the date for completion of the work, or upon expiry of the designated number of working days, TOARC shall have the





right to deduct from the amount due to the Contractor, one percent of the estimated contract price (to a maximum of \$500.00), for each working day (on the basis of a five (5) day week) that the Work shall remain incomplete or unfinished for the dislocation and inconvenience caused to TOARC as a result of such default, the same to be liquidated damages not a penalty, and the said money so deducted shall remain the property of TOARC. The decision of TOARC as to what shall constitute a working day shall be as defined in Section 4.1.17 of this Contract.

#### **4.36 Termination.**

- 4.36.1 If the Contractor becomes insolvent or abandons the work or makes an assignment of this Contract without the prior written consent of TOARC, or if TOARC becomes adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor violates any of the material provisions of this agreement and fails to rectify same within twenty-four (24) hours of the Contractor's receipt of notice of such violation from TOARC, TOARC may terminate this Contract in which event the Contractor shall be liable to TOARC for any damages which TOARC sustains as a result of such aforesaid violation or other above noted events of default; provided all of TOARC's rights and remedies in this agreement, at law, equity, or otherwise, to recover any such damages shall survive any such termination and remain in full force and effect thereafter.
- 4.36.2 TOARC may, in its sole discretion, postpone or terminate this agreement where, in the opinion of TOARC, the commencement or continuation of the Work would produce results unsatisfactory to TOARC, and the Contractor further agrees that in the event of the aforementioned termination TOARC is under no further obligation to reward all or any part of the incomplete work to the Contractor in the form of a new agreement.
- 4.36.3 Where TOARC cancels this agreement, TOARC agrees, subject to this agreement, to pay the Contractor for the unpaid portion of the services performed in accordance with the agreement up to the date the cancellation notice is deemed to be given.
- 4.36.4 Where TOARC cancels this agreement and such cancellation is due to no fault of the Contractor in the opinion of TOARC, TOARC agrees, subject to this agreement, to release to the Contractor all accumulated holdbacks, without interest, subject to the provisions of the *Construction Lien Act*.

#### **4.37 Damages as a Result of Termination.**

- 4.37.1 The parties agree that the Contractor shall have no claim or right of action against TOARC or the Trust for damages, costs, expenses, loss of profit or otherwise by reason of or directly or indirectly arising out of any action taken under or pursuant to the provisions of Section 4.37, except to the extent provided for under section 4.37.

#### **4.38 Performance Evaluation.**

- 4.38.1 TOARC may conduct a Performance Evaluation at the end of this Contract according to the attached "Contractor Performance Evaluation Form" (See Appendix 'A'). The



Contractor agrees that the results of the Performance Evaluation will be considered in any future awards and will have a direct impact and influence in the selection of successful Tenderers on future awards. Poor Performance Evaluations may result in disqualification from bidding on any type of future project.

#### **4.39 Waivers, Amendments and Modifications.**

4.39.1 No provision of this agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and is signed by the party against whom it is sought to enforce the waiver, amendment or modification.

#### **4.40 Assignment, Alteration and Substitution.**

4.40.1 The Contractor agrees that this agreement, or any part thereof, shall not be assigned, altered or subcontracted without the prior written consent of TOARC, which approval may be withheld by TOARC in its sole discretion.

#### **4.41 Contract Continuity.**

4.41.1 Each and every sentence, and each and every paragraph and provision of this agreement shall be severable, and in the event that any one or more of the same is declared invalid or unenforceable, the balance shall survive and remain in full force and effect thereafter.

#### **4.42 Time.**

4.42.1 Time shall be deemed to be material and of the essence in carrying out this contract.

#### **4.43 Independent Contractor**

4.43.1 In performing the Work, the Contractor shall be an independent contractor and shall not be deemed to be a servant, agent or employee of TOARC. Likewise, none of the workers, subcontractors and other personnel (if any) who are employed or otherwise retained by the Contractor in connection with the Work shall be deemed to be the servants, agents or employees of TOARC.

4.43.2 The Contractor agrees to indemnify and save harmless TOARC (including its directors, officers, employees, agents and other representatives) from and against any and all losses, claims, damages, costs, expenses, fines, penalties and liabilities of any nature or kind (including, without limitation, legal fees and expenses) arising directly or indirectly from: (i) TOARC's non-deduction of income taxes and other similar amounts from the amounts payable by TOARC to the Contractor pursuant to this Contract; and (ii) any determination by the Canada Revenue Agency or any other governmental agency, court, or adjudicative body that the Contractor and/or any of its employees, subcontractors or other personnel are or were employees of TOARC.

#### **4.44 Binding Effect.**

4.44.1 The parties hereto agree that this agreement embodies the entire agreement between the parties, and the Contractor represents that in entering into this agreement the Contractor does not rely upon any previous oral or implied representation, inducement or



understanding of any kind or nature.

4.44.2 The parties hereto agree that this agreement shall be binding upon and ensure to the benefit of TOARC and its successors and the Contractors successors and permitted assigns.

**4.45 Taxes.**

4.45.1 All taxes, where applicable, shall be paid by the Contractor. The Contractor shall submit its tendered prices on a tax-included basis



**5.0 FORM OF CONTRACT**

**FORM OF CONTRACT – CONTRACT No. 23-001**

THIS AGREEMENT made in duplicate this \_\_\_\_\_, 2023.

BETWEEN: \_\_\_\_\_ of the  
Township of \_\_\_\_\_ in the  
Region, District or County of \_\_\_\_\_ and  
Province of Ontario, hereinafter called the “Contractor”

\_\_\_\_\_ and

**THE ONTARIO AGGREGATE RESOURCES CORPORATION**

hereinafter called “TOARC”

WITNESSETH, that the Contractor for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of TOARC, to do the Work as described in the Contract Documents, furnish all materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender therefore, which are identified and acknowledged in the Contract Documents all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all stipulations hereof have been embodied herein.

**DESCRIPTION OF WORKS**

The rehabilitation of a former revoked aggregate extraction site.

- Clear and grub all existing plant growth, rocks, logs, and stumps, dig trench for scrap wood, except those indicated for preservation or salvage and reuse within limit of contract, spec. 02231.
- Strip existing topsoil to its full depth, stockpile and spread on site within limit of contract, spec. 02911.
- Grade site slopes as indicated in site drawing and positive drainage within limit of contract, spec. 02311, 02315.
- Supply, transport and apply seed mixtures + hydraulic mulch within limit of contract, spec. OPSS 804.

See also: Schedule A: “Description of Work”, “Specifications” and Schedule B “Site Sketches”.



IN CONSIDERATION WHEREOF, TOARC agrees to pay to the Contractor for all work done, the prices on the Tender.

The agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and TOARC have hereunto signed their names and set their seals on the first above written.

\_\_\_\_\_  
Signature of Contractor or Seal of the Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Contractor or Seal of the Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Bruce Semkowski, President  
TOARC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## **SPECIFICATIONS**

### ***Section 002231***

### ***CLEARING AND GRUBBING***

#### **Part 1 General**

##### **1.1 DEFINITION**

- .1 Clearing consists of cutting off trees and brush vegetative growth to not more than a specified height above ground and disposing of felled trees, previously uprooted trees and stumps, and surface debris.
- .2 Close-cut clearing consists of cutting off standing trees, brush, scrub, roots, stumps and embedded logs, removing at, or close to, existing grade and disposing of fallen timber and surface debris.
- .3 Clearing isolated trees consists of cutting off to not more than specified height above ground of designated trees, and disposing of felled trees and debris.
- .4 Underbrush clearing consists of removal from treed areas of undergrowth, deadwood, and trees smaller than 50 mm trunk diameter and disposing of all fallen timber and surface debris.
- .5 Grubbing consists of excavation and disposal of stumps and roots boulders and rock fragments of specified size to not less than a specified depth below existing ground surface.

##### **1.2 STORAGE AND PROTECTION**

- .1 Prevent damage to fencing, trees, existing buildings, utility lines, root systems of trees and any other items which are designated to remain.
  - .1 Repair any damaged items to approval of Project Coordinator.
  - .2 Replace any trees designated to remain, if damaged, as directed by Project Coordinator.

#### **Part 2 Execution**

##### **2.1 PREPARATION**

- .1 Inspect site and verify with Project Coordinator, items designated to remain.
- .2 Locate and protect utility lines. Preserve in operating condition active utilities traversing site.
- .3 Notify utility authorities before starting clearing and grubbing.

## **2.2 CLEARING**

- .1 Clear as directed by Project Coordinator, by cutting at a height of not more than 300 mm above ground. In areas to be subsequently grubbed, height of stumps left from clearing operations to be not more than 1000 mm above ground surface.
- .2 Cut off branches and/or cut down trees overhanging area cleared as directed by Project Coordinator.
- .3 Cut off unsound branches on trees designated to remain as directed by Project Coordinator.

## **2.3 GRUBBING**

- .1 Grub out stumps and roots to not less than 600 mm below ground surface.
- .2 Grub out visible rock fragments and boulders, greater than 450 mm in greatest dimension.

## **2.4 REMOVAL AND DISPOSAL**

- .1 Remove cleared and grubbed materials to disposal area designated by Project Coordinator.
- .2 Cut timber greater than 125 mm diameter and stockpile as indicated. Stockpiled timber becomes property of Owner.
- .3 Dispose of cleared and grubbed materials by burying as directed by Project Coordinator.
- .4 Bury to approval of Project Coordinator by:
  - .1 Consolidating.
  - .2 Covering with minimum 500 mm of mineral soil.
  - .3 Finishing surface.
- .5 Stockpile cleared and grubbed vegetative material on site as directed by Project Coordinator.
- .6 Remove diseased trees identified by Project Coordinator and dispose of this material to approval of Project Coordinator.

## **2.5 FINISHED SURFACE**

- .1 Leave ground surface in condition suitable for immediate grading operations/stripping of topsoil to approval of Project Coordinator.

## **2.6 TREE CUTTING AND CHIPPING**

- .1 Cut down all trees with a minimum trunk diameter of 200 mm into sections no greater than 500 mm to the approval of the Project Coordinator.

- .2 Sections of trees should be neatly stacked in a designated area of the site to the approval of the Project Coordinator.
- .3 All trees designated for chipping should be chipped down to lengths between ¼” and 1”. Chipped trees shall be piled neatly in an area as designated by the Project Coordinator.

**END OF SECTION**





*Section 02311*

**SITE GRADING**

**Part 3 General**

**3.1 EXISTING CONDITIONS**

- .1 Known underground and surface utility lines and buried objects are as indicated on site plan.
- .2 Refer to dewatering in Section 02315 - Excavating Trenching and Backfilling.

**3.2 PROTECTION**

- .1 Protect existing fencing, trees, natural features, buildings, and surface or underground utility lines, which are to remain as directed by Project Coordinator. If damaged, restore to original or better condition unless directed otherwise.
- .2 Maintain access roads to prevent accumulation of construction related debris on roads.

**Part 4 Products**

**4.1 MATERIALS**

- .1 Fill material: in accordance with Section 02315 - Excavating, Trenching and Backfilling.
- .2 Excavated or graded material existing on site may be suitable to use as fill for grading work if approved by Project Coordinator.

**Part 5 Execution**

**5.1 STRIPPING OF TOPSOIL**

- .1 Do not handle topsoil while in wet or frozen condition or in any manner in which soil structure is adversely affected as determined by Project Coordinator.
- .2 Commence topsoil stripping of areas as directed by Project Coordinator after area has been cleared.
- .3 Strip topsoil to depths as directed by Project Coordinator. Avoid mixing topsoil with subsoil.
- .4 Stockpile in locations as directed by Project Coordinator. Stockpile height not to exceed 3 m.

**5.2 GRADING**

- .1 Rough grade to levels, profiles, and contours allowing for surface treatment as indicated.
- .2 Grade ditches to depth required for maximum run-off as directed.
- .3 Prior to placing fill over existing ground, scarify surface to depth of 150 mm. Maintain fill and existing surface at approximately same moisture content to facilitate bonding.

.4 Do not disturb soil within branch spread of trees or shrubs to remain.

**END OF SECTION**



**Section 02315**  
**EXCAVATING, TRENCHING AND BACKFILLING**

**Part 6**            **General**

**6.1**                **PROTECTION OF EXISTING FEATURES**

- .1        Protect existing features in accordance with applicable local regulations.
- .2        Existing buried utilities and structures:
  - .1        Size, depth and location of existing utilities and structures as indicated are for guidance only. Completeness and accuracy are not guaranteed.
  - .2        Prior to commencing excavation Work, notify applicable Owner or authorities having jurisdiction, to establish location and state of use of buried utilities and structures. Owners or authorities having jurisdiction must clearly mark such locations to prevent disturbance during Work.
  - .3        Confirm locations of buried utilities by careful test excavations.
  - .4        Maintain and protect from damage, water, sewer, gas, electric, telephone and other utilities and structures encountered as indicated.
  - .5        Record locations of maintained, re-routed and abandoned underground lines.
  - .6        Confirm locations of recent excavations adjacent to area of excavation.
- .3        Existing buildings and surface features:
  - .1        Conduct, with Project Coordinator, a condition survey of existing buildings, trees and other plants, fencing, service poles, wires and anything else which may be affected by Work.
  - .2        Protect existing buildings and surface features from damage while Work is in progress. In event of damage, immediately make repair to approval of Project Coordinator.
  - .3        Where required for excavation, cut roots or branches as approved by Project Coordinator.

**Part 7**            **Execution**

**7.1**                **SITE PREPARATION**

- .1        Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.

## **7.2 STRIPPING OF TOPSOIL**

- .1 Commence topsoil stripping of areas as directed by Project Coordinator after area has been cleared.
- .2 Strip topsoil to depths as directed by Project Coordinator. Do not mix topsoil with subsoil.
- .3 Stockpile in locations as directed by Project Coordinator. Stockpile height not to exceed 3-m.

## **7.3 STOCKPILING**

- .1 Stockpile fill materials in areas designated by Project Coordinator.
- .2 Protect fill materials from contamination.

## **7.4 DEWATERING AND HEAVE PREVENTION**

- .1 Keep excavations free of water while Work is in progress.
- .2 Submit for Project Coordinator's approval details of proposed dewatering or heave prevention methods, such as dikes, well points, and sheet pile cut-offs.
- .3 Avoid excavation below groundwater table if quick condition or heave is likely to occur. Prevent piping or bottom heave of excavations by groundwater lowering, sheet pile cut-offs, or other means.
- .4 Protect open excavations against flooding and damage due to surface run-off.
- .5 Dispose of water in accordance with MNRF Environmental Protection policies and in manner not detrimental to public and private property, or any portion of Work completed or under construction.
- .6 Provide flocculation tanks, settling basins, or other treatment facilities to remove suspended solids or other materials before discharging to storm sewers, water courses or drainage areas.

## **7.5 EXCAVATION**

- .1 Do not disturb soil within branch spread of trees or shrubs that are to remain. If excavating through roots, excavate by hand and cut roots with sharp axe or saw.
- .2 Do not obstruct flow of surface drainage or natural watercourses.
- .3 Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.
- .4 Notify Project Coordinator when bottom of excavation is reached.
- .5 Obtain Project Coordinator's approval of completed excavation.

## **7.6 BACKFILLING**

- .1 Do not proceed with backfilling operations until Project Coordinator has inspected and approved installations.
- .2 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .3 Do not use backfill material which is frozen or contains ice, snow or debris.
- .4 Place backfill material in uniform layers not exceeding 150 mm compacted thickness up to grades indicated. Compact each layer before placing succeeding layer.

## **7.7 RESTORATION**

- .1 Upon completion of Work, remove waste materials and debris, trim slopes, and correct defects as directed by Project Coordinator.
- .2 Replace topsoil as directed by Project Coordinator.
- .3 Clean and reinstate areas affected by Work as directed by Project Coordinator.

**END OF SECTION**



**Section 02911**

**TOPSOIL AND FINISH GRADING**

**Part 8 Products**

**8.1 TOPSOIL**

- .1 Topsoil for seeded areas: mixture of particulates, micro organisms and organic matter which provides suitable medium for supporting intended plant growth.
  - .1 Contain no toxic elements or growth inhibiting materials.
  - .2 Finished surface free from:
    - .1 Debris and stones over 200 mm diameter.
  - .3 Consistence: friable when moist.

**8.2 SOIL AMENDMENTS**

- .1 Fertilizer: industry accepted standard medium containing nitrogen, phosphorous, potassium and any other micro-nutrients suitable to the specific plant species or application or defined by the soil test.

**Part 9 Execution**

**9.1 STRIPPING OF TOPSOIL**

- .1 Commence topsoil stripping of areas as directed by Project Coordinator after area has been cleared.
- .2 Strip topsoil to depths as directed by Project Coordinator. Avoid mixing topsoil with subsoil where textural quality will be moved outside acceptable range of intended application.
- .3 Stockpile in locations as directed by Project Coordinator. Stockpile height not to exceed 3-m.
- .4 Protect stockpiles from contamination and compaction.

**9.2 IMPORTING SUBSOIL**

- .1 The importation of fill shall only be done under the direct inspection of an Inspector appointed by TOARC (Subsection 4.20.1). Only clean fill (as defined by the MECP) will be accepted and only if approved by TOARC and is part of the contract.

**9.3 PREPARATION OF EXISTING GRADE**

- .1 Verify that grades are correct. If discrepancies occur, notify Project Coordinator and do not commence work until instructed by Project Coordinator.
- .2 Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.



- .3 Remove debris, roots, branches, stones in excess of 150 mm diameter and other deleterious materials. Remove soil contaminated with calcium chloride, toxic materials and petroleum products. Remove debris which protrudes more than 75 mm above surface.
- .4 Rip entire area which is to receive topsoil to minimum depth of 300 mm. Cross cultivate those areas where equipment used for hauling and spreading has compacted soil.

**9.4 PLACING AND SPREADING OF TOPSOIL/PLANTING SOIL**

- .1 Place topsoil after Project Coordinator has accepted subgrade.
- .2 Spread topsoil in uniform layers not exceeding 150 mm.
- .3 Spread topsoil to following minimum depths after settlement.
  - .1 150 mm for seeded areas or as site conditions permit.
- .4 Manually spread topsoil/planting soil around trees, shrubs and obstacles.

**9.5 ACCEPTANCE**

- .1 Project Coordinator will inspect and test topsoil in place and determine acceptance of material, depth of topsoil and finish grading.

**END OF SECTION**



**Section OPSS 804**  
**HYDROSEEDING**

**Part 1 General**

**1.1 Description**

- .01 This section covers the requirements for seeding alone or seeding with either rolled or hydraulically applied erosion control products.
- .02. This specification is written as a provincial-oriented specification. Provincial-oriented specifications are developed to reflect the administration, testing, and payment policies, procedures and practises of the Ontario Ministry of Transportation.
- .03 Use of this specification or any other specification shall be according to the Contract Documents.

**1.2 Quality and Quantity Assurance, Handling and Storage**

- .01 Seed: The Certificate of Seed Analysis shall identify the seed supplier's lot designation numbers. All seed and inoculant shall be stored in cool, dry locations until use. Inoculant is only required for seed mixes containing Crown Vetch or Birdsfoot Trefoil. Test results shall comply with the values shown in Table 1 of OPSS 804 for the various seed mixes.
- .02 Fertilizers: Fertilizer shall be supplied in original factory sealed bags bearing the manufacturer's original label indicating mass and analysis. All fertilizer shall be in granular form being dry, free flowing, free from lumps, and with an analysis shown in Table 2.
- .03 Mulches: Hydraulic mulch shall not inhibit growth or germination of the seed mix. Hydraulic mulch shall be dry, free of weeds and other foreign materials, and shall be supplied in factory sealed packages bearing the manufacturer's label indicating the product name and mass.
- .04 Water: Shall be free of any contaminants or impurities that would adversely affect the germination and growth of vegetation.
- .05 Topsoil: Do not spread, or otherwise handle while in a frozen or muddy condition.
- .06 Waybills/Tags: Prior to final payment, the Contractor is responsible for submitting to the Project Coordinator all tags/waybills specifying the type and quantity of seed, mulch, covers and fertilizer products installed on the site.

**1.3 Timing of Work**

- .01 The seeding operation shall not commence until the Project Coordinator has approved the surface preparation and the layout of seed mix locations and cover types as per Schedule B.



- .02 Carry out seeding during periods most favourable for the establishment of a healthy stand of grass; for example, during calm weather on ground which is free from frost, snow and water.

## Part 2 Products

### 2.1 Materials

- .01 Seed Mix: Shall be within the limits of the Contract in accordance with Schedule B.

.02 “Northern Ontario Seed Mix” certified seed or equivalent, meeting the requirements of the Seeds Act for Canada No.1 Seed, and mixed as specified as follows:

<b>3%</b>	<b>Red Top</b>	<i>Agrostis gigantea</i>
<b>7%</b>	<b>Canada Bluegrass</b>	<i>Poa compressa</i>
<b>5%</b>	<b>Birdsfoot Trefoil</b>	<i>Lotus corniculatus</i>
<b>3%</b>	<b>Alsike Clover</b>	<i>Trifolium hybridum</i>
<b>2%</b>	<b>White Clover</b>	<i>Trifolium repens</i>
<b>40%</b>	<b>Creeping Red Fescue</b>	<i>Festuca rubra</i>
<b>30%</b>	<b>Perennial Rye Grass</b>	<i>Lolium perenne</i>
<b>10%</b>	<b>Meadow Fescue</b>	<i>Festuca pratensis</i>

- .02 Annual Nurse Crop: Seed shall be either Fall Rye Grain or Winter Wheat Grain, unless otherwise approved by the Project Coordinator.

- .03 Mulch: Shall be either a mixture of straw mulch or straw mulch tackifier or hydraulic mulch.

- .04 Straw Mulch: Straw mulch shall be oat or wheat straw. Straw shall be supplied in bales, dry, and free of weeds or other foreign materials.

- .05 Straw Mulch Tackifiers: Organic straw mulch tackifiers may include wood and fibre paper mulch or guar and starch based tackifiers. Asphalt based tackifiers shall not be used.

- .06 Hydraulic Mulch: Hydraulic mulch shall consist of shredded wood or paper fibers or both, water or a stabilizing emulsion or both.

Stabilizing emulsions shall consist of an organic tackifier or an inorganic polymer. Common stabilizing emulsions include guar gum, psyllium, or polyacrylamide or all three.

- .07 Bonded Fibre Matrix (BFM) and Fibre Reinforced Matrix (FRM): BFM shall consist of thermally refined wood fibers and 10% by weight cross-linked hydro-colloidal tackifiers. BFM shall be 100% biodegradable. The curing period for BFM shall be not more than 48 hours. In a dry state, BFM and FRM shall be comprised of not less than 70% by weight of long stranded wood fibres held together by organic or mineral bonding agents or both.

FRM shall consists of thermally refined wood fibers, 10% by weight cross-linked hydro-colloidal tackifiers, and 5% by weight crimped man-made fibers. FRM shall be 100% biodegradable. FRM shall not have a curing period.

.08 Erosion Control Blanket (ECB): EBC shall be of a consistent thickness with a 100% biodegradable even fibre distribution. The ECB shall be covered on top with a biodegradable and photodegradable plastic mesh or may be sewn together with cotton thread. ECB shall be supplied in a dry rolled mat protected with an outer waterproof wrap bearing the manufacturer’s original label indicating product name and application instructions.

.09 Erosion Control Blanket (ECB) Staples: ECB staples shall be u-shaped, constructed or wire with a diameter of at least 2.5 mm with legs at least 150 mm long and 25 mm apart.

## 2.2 Application Rates

0.1 Primary seed, nurse crop seed and fertilizer application rates shall be as shown in Table 2 below.

**TABLE 2**  
**Application Rates for Seed and Fertilizer**

Permanent Seed Mixes	Permanent Seed Mix Rate kg/10,000 m2	Fertilizer Rate minimum 200kg/ha			Nurse Crop Rate kg/10,000m2
		8-32-16	0-46-0	0-0-60	
Standard Roadside Mix	170	365			60
Crown Vetch Mix	140	365	260		60
Birdsfoot Trefoil Mix	140	365	260		60
Salt Tolerant Mix	170	350			60
Lowland Mix	170	350			60
Acidic Soil Mix	170	350	220	220	60
Old Field Mix	140	30			60
Northern Ontario Mix	170	350			60
HayPro Dry	25	350			25

.02 Straw mulch, hydraulic mulch, Bonded Fibre Matrix (BFM), Fibre Reinforced Matrix (FRM), and Erosion Control Blanket (ECB) application rates shall be as shown in Table 3 below.

**TABLE 3**  
**Application Rates for Mulch, ECB and Matrix Covers**

Straw mulch	Minimum depth 25 mm – max depth 50 mm
Hydraulic mulch	Rate of 2,000 kg of dry product per 10,000m <sup>2</sup> mixed with water into homogenous slurry
Bonded Fibre Matrix (BFM) or Fibre Reinforced Matrix (FRM)	Minimum rate of 4,485 kg of dry product per 10,000m <sup>2</sup> . Mixed with water in a hydraulic seeder and mulcher at a rate of 20-30kg of dry product to 500-600 litres of water
Erosion Control Blanket (ECB)	Placed and stapled into position according to the manufacturer's instructions. Uppermost edge shall be extended 1 metre beyond the crest of slope and anchored as per Schedule B.

### **Part 3 Execution**

#### **3.1 Preparation**

- .01 Upon approval of finished grade, grass seed, nurse crop seed (if specified), mulch and fertilizers shall be thoroughly mixed with water and applied to the designated areas by means of an approved hydraulic seeder, mulcher or straw mulch blower at the specified rates as seen in Tables 2 and 3.
- .02 All machinery shall be properly calibrated to ensure proper coverage.
- .03 The surface to be seeded shall be prepared not more than 5 days prior to the seeding operation.
- .04 At the time of seeding, all surface areas designated for seeding shall have a fine-graded uniform surface and shall exhibit no evidence of erosion. The surface shall be uniformly cultivated to a minimum depth of 50 mm and shall not have surface stones greater than 25 mm in diameter, foreign material, and weeds.

#### **3.2 Installation**

- .01 Seed and fertilizer shall be applied prior to the application of cover.
- .02 Seed, fertilizer, and water shall be thoroughly mixed in the hydraulic seeder and mulcher into a homogeneous water slurry. The water slurry shall be applied to the prepared earth areas by means of the most appropriate method in section 3.3.
- .03 Seeding shall overlap the adjoining ground cover by 300 mm.
- .04 Hydraulic mulch: Shall not come in contact with foliage of any trees, shrubs or other vegetation and waterbodies.
- .05 Bonded Fibre Matrix (BFM) and Fibre Reinforced Matrix (FRM) shall not be applied when rainfall is expected in 48 hours, during rainfall, or within 12 hours after rainfall.

.06 Erosion Control Blanket (ECB): shall be installed manually using the proper staples outlined in 21.

### **3.3 Methods**

.01 Seed and fertilizer may be applied separately by a cyclone spreader.

.02 Hydraulic Seeder and Mulcher: Shall be capable of mixing the materials into homogeneous slurry and maintaining the slurry in a homogenous state until it is applied. The discharge pumps, gun nozzles and hose extensions shall be capable of applying the materials uniformly over the area outlined in Schedule B.

.03 Straw Mulch Blower: Shall be capable of separating straw from the bales without chopping it into short lengths and applying the straw mulch in uniform, cohesive mat. If tackifiers are used the equipment shall be capable of applying tackifiers and straw simultaneously.

.04 Bonded Fibre Matrix (BFM) or Fibre Reinforced Matrix (FRM) shall be applied by nozzle sprayer or extension hose.

.05 After completion of work remove all debris from site and make good any damage to site caused by seeding.

### **3.4 Maintenance**

.01 The maintenance of seeded areas shall commence immediately after all work has been completed and shall continue until date of acceptance.

.02 Fertilizing: Shall include all required supplementary fertilizer applications necessary to establish a vigorous, growing stand of grass.

.03 Such maintenance shall include all measures necessary to establish and maintain grass in a vigorous growing condition, including, but not limited to the following:

.04 Erosion: Any erosion resulting from faulty workmanship and/or materials shall be repaired and re-seeded at the Contractor's expense.

.05 Re-seeding: Re-seeding shall be carried out over all areas, which show deterioration, bare spots, or are thin.

***\*This is ONLY a summary of OPSS 804, contractor is responsible to fully obey the specifications by OPSS Spec 804.***

**END OF SECTION**



# The Ontario Aggregate Resources Corporation

Contract No. 23-001

## Schedule 'A' Description of Work

---

The goal of this project is to rehabilitate a former revoked aggregate extraction site.

In general, the work to be carried out in this Contract includes, but is not necessarily limited to, the following activities:

- Clear and grub all existing plant growth, rocks, logs, and stumps, dig trench for scrap wood, except those indicated for preservation or salvage and reuse within limit of contract, spec. 02231.
- Strip existing topsoil to its full depth, stockpile and spread on site within limit of contract, spec. 02911.
- Grade site slopes as indicated in site drawing and positive drainage within limit of contract, spec. 02311, 02315.
- Supply, transport and apply seed mixtures + hydraulic mulch within limit of contract, spec. OPSS 804.

See also: Schedule A: "Description of Work", Schedule B "Site Sketches"



**The Ontario Aggregate Resources Corporation**

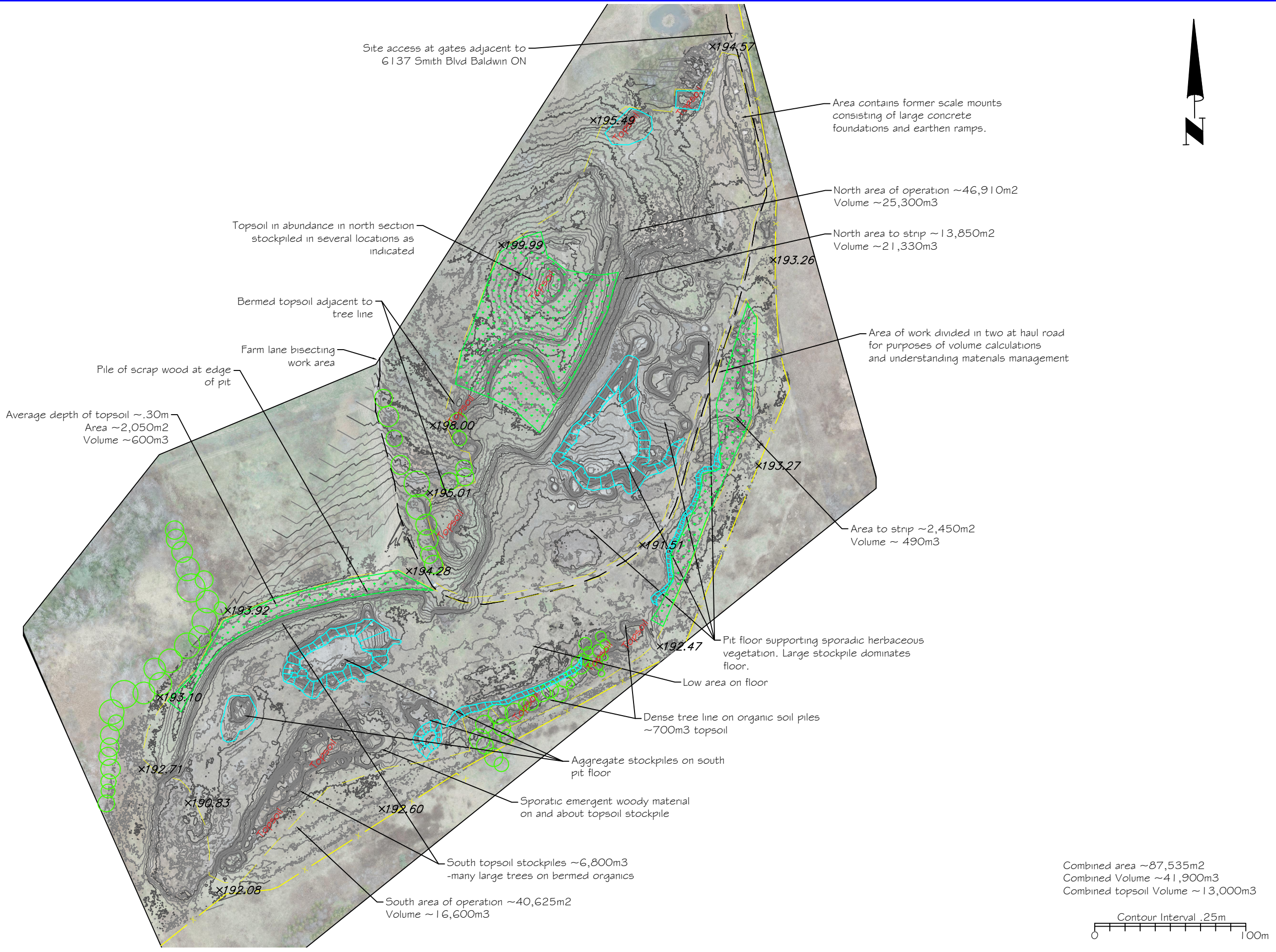
**Contract No. 23-001**

**Schedule 'B'  
Site Sketches**

---

“See Attached”





**LEGEND**

	BERM
	BUSH
	CONIFEROUS
	DECIDUOUS
	GRASSLAND
	RIPARIAN
	SLOPE
	WELL
	WETLAND
	WOODLOT
	FENCE

- NOTES:**
1. ALL TREES WITHIN LIMIT OF EXCAVATION THAT ARE FLAGGED ARE NOT TO BE DISTURBED WITHIN DRIPLINE.
  2. LOCATES FOR HYDRO AND BELL LINES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
  3. DISTURBANCE OF EXISTING VEGETATION MUST BE KEPT TO A MINIMUM DURING GRADING.
  4. ALL SLOPES TO BE A MINIMUM OF 3:1 OR LESS. UNLESS OTHERWISE INDICATED.
  5. ALL GRUBBED MATERIAL TO HAVE A MINIMUM OF 2m OF COVER UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
  6. CONTRACTOR TO PLACE EMERGENCY CONTACT SIGN AT ACCESS POINT AS STATED IN CONTRACT.
  7. CONTRACTOR RESPONSIBLE FOR PERMITS TO TAKE WATER AS REQUIRED

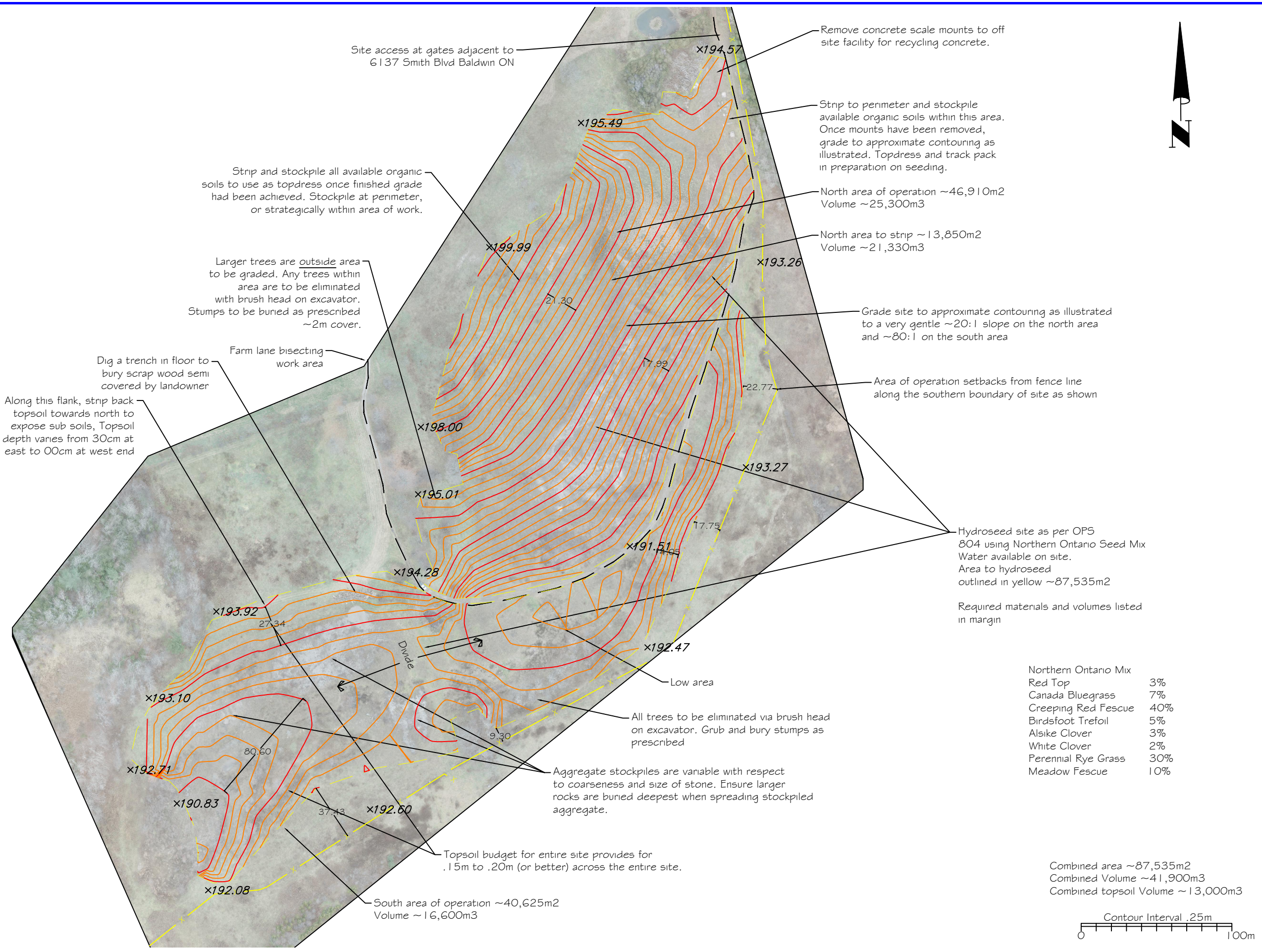
**SITE PLAN : Existing**



PROJECT NO.:	23-001
DATE:	30 April 2023
DRAWING BY:	PJ Hartnett
FILE NO.:	6633 Revoked

Combined area ~87,535m<sup>2</sup>  
 Combined Volume ~41,900m<sup>3</sup>  
 Combined topsoil Volume ~13,000m<sup>3</sup>

Contour Interval .25m



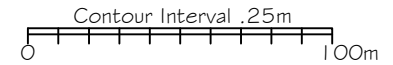
**LEGEND**

	BERM
	BUSH
	CONIFEROUS
	DECIDUOUS
	GRASSLAND
	RIPARIAN
	SLOPE
	WELL
	WETLAND
	WOODLOT
	FENCE

- NOTES:**
1. ALL TREES WITHIN LIMIT OF EXCAVATION THAT ARE FLAGGED ARE NOT TO BE DISTURBED WITHIN DRIPLINE.
  2. LOCATES FOR HYDRO AND BELL LINES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
  3. DISTURBANCE OF EXISTING VEGETATION MUST BE KEPT TO A MINIMUM DURING GRADING.
  4. ALL SLOPES TO BE A MINIMUM OF 3:1 OR LESS. UNLESS OTHERWISE INDICATED.
  5. ALL GRUBBED MATERIAL TO HAVE A MINIMUM OF 2m OF COVER UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
  6. CONTRACTOR TO PLACE EMERGENCY CONTACT SIGN AT ACCESS POINT AS STATED IN CONTRACT.
  7. CONTRACTOR RESPONSIBLE FOR PERMITS TO TAKE WATER AS REQUIRED

Northern Ontario Mix	
Red Top	3%
Canada Bluegrass	7%
Creeping Red Fescue	40%
Birdsfoot Trefoil	5%
Alsike Clover	3%
White Clover	2%
Perennial Rye Grass	30%
Meadow Fescue	10%

Combined area ~87,535m2  
 Combined Volume ~41,900m3  
 Combined topsoil Volume ~13,000m3



**SITE PLAN : Proposed**

North Ont Seed Mix	170kg/ha=~1,500kg
Fertilizer 8-32-16	365kg/ha=~3,200kg
FlocLoc Tackifier	3.5kg/ha=~30kg
Rye Nurse Crop	60kg/ha=~525kg
Hydraulic Mulch	2,000kg/ha=17,500kg

**The Ontario Aggregate Resources Corporation**

PROJECT NO.:	23-001
DATE:	30 April 2023
DRAWING BY:	PJ Hartnett
FILE NO.:	6633 Revoked





**LEGEND**

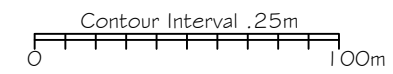
	BERM
	BUSH
	CONIFEROUS
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	GRASSLAND
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**SITE PLAN :Topsoil Map**



PROJECT NO.:	23-001
DATE:	30 April 2023
DRAWING BY:	PJ Hartnett
FILE NO.:	6633 Revoked



**The Ontario Aggregate Resources Corporation**

**Contract No. 23-001**

**Schedule 'C'  
Site Locations**

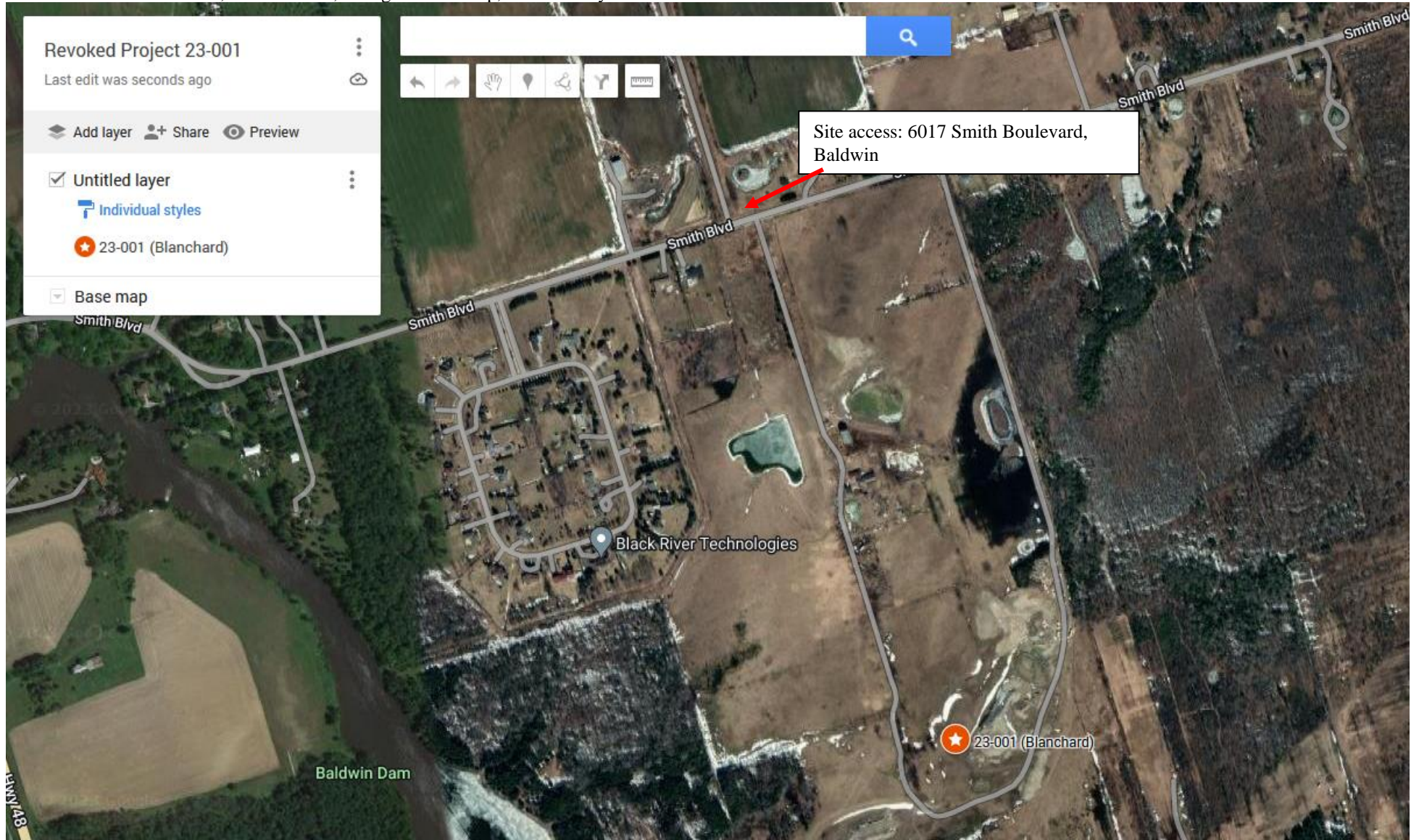
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“See Attached”




## Site Location Map

23-001 – Blanchard – Lot 3, Concession 3, Georgina Township, York County



Nearest intersection: Smith Boulevard and Highway 48

 Access through gate at 6017 Smith Boulevard, Baldwin

APPENDIX 'A' –

**The Ontario Aggregate Resources Corporation  
CONTRACTOR PERFORMANCE EVALUATION FORM**

The Contractor Performance Evaluation Form is prepared by the Project Coordinator after the issuance of substantial performance certificate.

*Failure to score above 70 may result in future projects not being awarded as a result of past performance.*

Contract No.:		Contract Start and End Date:	
Contract Description:			
Contractor:		Contract Price:	Date Prepared:
ITEM	Rating Criteria (refer to explanation on reverse)	Maximum Points Obtainable	Actual Points Awarded
1	<i>Commencement</i> Any rating below 5 indicates extent of delay by Contractor in commencing work or the amount of effort required by the Project Coordinator in order to get Contractor to commence project on time (including submission of WSIB, insurance, bonding).	10	
2	<i>Adequate and Proper Equipment</i> The contractor provided adequate equipment to execute work efficiently and expeditiously.	10	
3	<i>Workmanship/Service</i> Difficulties encountered achieving acceptable workmanship/service = 0-15 Normal workmanship/service = 20 +/- Exceptional workmanship/service = 30	30	
4	<i>Safety Procedures</i> Evidence of adequate and proper safety procedures.	5	
5	<i>Co-Operation</i> Degree of co-operation with TOARC.	5	
6	<i>Public Relations</i> Contractor's consideration for general public, motorists and residents	5	
7	<i>Extras</i> Requests for unreasonable extras	5	
8	<i>Clean Up</i> Degree of effort by Project Coordinator to have project cleaned up in an acceptable manner	5	
9	<i>Financial Arrangements</i> The contractor submitted accurate invoices in a timely fashion.	5	
10	<i>Completion</i> Degree of cooperation and effort by the Contractor to complete all required work on time, and work in a timely	20	
<b>TOTAL POINTS FOR THIS CONTRACT</b>		100	
General Comments:			
Rated By:		Approved By:	

## PERFORMANCE EVALUATION

The Contractor Performance Evaluation Form is prepared by the Project Coordinator after issuance of the Contract Completion Certificate. The completed form provides a record of the Contractor's performance on the contract. If, from a perusal of the completed form, it is felt advisable to discuss this with the parties concerned, the Project Coordinator will arrange a meeting.

The following breakdown of the form is provided to assist the Project Coordinator preparing the form so that uniformity may be provided in the ratings.

Item	Description	Points
1	Deduct one point from maximum obtainable for each day where an unreasonable delay in commencement by Contractor inconvenienced public and/or caused the Association undue expense.	
	Adequate equipment	10
2	Short of equipment	6 - 9
	Inadequate equipment	0 - 5
	Average to extraordinary workmanship with little or no TOARC effort	25 - 30
3	Average workmanship with some TOARC effort	15 - 25
	Average workmanship with considerable TOARC effort and pressure	0 - 15
	No pressure to ensure adequate safety	5
4	Little pressure to ensure adequate safety	4
	Some pressure to ensure adequate safety	3
	Considerable pressure to ensure adequate safety	0 - 2
	Excellent	5
5 & 6	Good	4
	Fair	3
	Poor	0 - 2
	None	5
7	Few prices high or few quantities high	4
	Some prices high and many quantities high	3
	Most prices high and many quantities high	0 - 2
	Excellent clean-up without direction	5
	Clean-up with direction	4
	Clean-up with pressure and direction	3
8	Clean-up with considerable delay and pressure	2
	Clean-up with considerable delay, pressure and causing inconvenience to public and landowner	1
	Clean-up completed by TOARC and charged to Contractor	0
	No problem with bonding/financial arrangements	5
9	Some problems with bonding/financial arrangements	2 - 4
	Major problems with bonding/financial arrangements, interim payments and suppliers/sub-contractors not receiving payments, etc.	0 - 1
	Satisfactory effort to expedite work	5
10	Not overly concerned with time allowance	2 - 4
	No effort to expedite work – very slow	0 - 1

Comments outline general remarks concerning contractor's performance of the work on the contract. Excellent 100-96, Very Good 95 – 90, Good 89 – 85, Fair 84 – 75. Poor – below 74

**APPENDIX 'A' CONTINUED-  
SAMPLE DOCUMENTS**

**(1) Agreement to Post Letter of Credit (on Financial Institutions Letterhead)**

Date: \_\_\_\_\_

The Ontario Aggregate Resources Corporation  
1001 Champlain Ave., Suite 103  
Burlington, ON  
L7L 5Z4

Re: (Company Information)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The **(Financial Institution)** hereby acknowledge that we will provide a Letter of Credit to **(Company Name)** for **fifty percent (50%)** of the tender price on tender No. \_\_\_\_\_. Listing The Ontario Aggregate Resources Corporation as the holder of the Letter of Credit.

Signed

\_\_\_\_\_



**(2) SURETY'S CONSENT / AGREEMENT TO BOND**

BOND NO: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (Principal) has submitted a written tender to **THE ONTARIO AGGREGATE RESOURCES CORPORATION** (Obligee) dated the \_\_\_\_\_, concerning; **THE REHABILITATION OF REVOKED GRAVEL PIT/QUARRY – CONTRACT NO. \_\_\_\_\_.**

And the condition of this obligation being such that if the Principal shall have the tender accepted within **SIXTY (60)** days from the closing date of tender, we, \_\_\_\_\_, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship agree to issue for the Principle if the Principal shall enter into a written contract with Obligee, the following bond(s):

1. a contract performance bond of **FIFTY PERCENT (50%)** of the contract price not exceeding the maximum sum of:

**FIFTY PERCENT (50%) OF AMOUNT OF TENDER PRICE**

2. a labour and material payment bond for **NIL (-)** of the contract price not exceeding the maximum sum of:

**NIL (-) OF AMOUNT OF TENDER PRICE**

This consent shall be null and void unless an application for the said bond(s) is made within **SIXTY (60)** days of following the awarding of the contract.

Signed and Sealed \_\_\_\_\_



**\*\* THIS FOLLOWING DOCUMENT:**

**“FORM 5- DECLARATION OF LAST SUPPLY UNDER SUBSECTION 31 (5) OF THE ACT”**

**FOLLOWING PAGE TO BE USED IF THERE ARE *NO* SUBCONTRACTORS\*\***





**FORM 7**  
**DECLARATION OF LAST SUPPLY UNDER SUBSECTION 31(5) OF THE ACT**  
*Construction Act*

\_\_\_\_\_  
(name of supplier)

a supplier of services or materials to an improvement being made to:

\_\_\_\_\_  
(address of premises)

declares that:

1. The following services or materials were supplied: \_\_\_\_\_  
(description of services or materials)

2. These services or materials were supplied under a contract (or subcontract) with \_\_\_\_\_  
(name of payer)

dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

3. The last supply of services or materials made by the supplier to the improvement under contract (or subcontract) was made on \_\_\_\_\_  
(date of last supply)

4. No further services or materials will be supplied under the contract (or subcontract).

Declared before me at the \_\_\_\_\_

of \_\_\_\_\_ in the \_\_\_\_\_

of \_\_\_\_\_  
(supplier)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
A Commissioner, etc.

CA-7-E (2018/04)



**\*\* THE FOLLOWING DOCUMENT:**

**“Statutory Declaration**

**TO BE MADE BY THE CONTRACTOR WHEN APPLYING FOR PROGRESS PAYMENT  
OR FOR RELEASE OF HOLDBACK, SECURITY DEPOSIT OR BOTH UPON  
SUBSTANTIAL OR TOTAL PERFORMANCE”**

***FOLLOWING PAGE TO BE USED IF THERE ARE SUBCONTRACTORS\*\****



**Statutory Declaration**

**TO BE MADE BY THE CONTRACTOR WHEN APPLYING FOR PROGRESS PAYMENT  
OR FOR RELEASE OF HOLDBACK, SECURITY DEPOSIT OR BOTH UPON  
SUBSTANTIAL OR TOTAL PERFORMANCE**

C A N A D A ) IN THE MATTER OF THE CONTRACT  
PROVINCE OF ONTARIO ) BETWEEN TOARC,  
TO WIT: ) OWNER, AND [CONTRACTOR],  
) CONTRACTOR, FOR THE  
) [NAME OF PROJECT] ON PREMISES  
) LOCATED AT [MUNICIPALITY],  
) IN THE PROVINCE OF [ONTARIO]  
)

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the Province of [ONTARIO],  
do hereby DECLARE THAT:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the Contractor named in the construction contract between TOARC and Contractor dated \_\_, 20\_\_ (the “**Contract**”), and as such have personal knowledge of the facts hereunder declared.
2. All accounts for labour, subcontracts, products, materials, construction machinery and equipment and other indebtedness which may have been incurred by Contractor in the performance of the Work (as defined in the Contract) *[NTD: Ensure term is defined.]* and for which TOARC may in any way be held responsible have been paid in full except holdback monies properly retained.
3. There are no claims for lien registered against Owner or the Place of the Work (as defined in the Contract) *[NTD: Ensure term is defined.]* and I am not aware of any grounds supporting any claim for lien against Owner by any person including, without limitation, Contractor.
4. I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

**DECLARED** before me at the [City/Town/etc.]  
of [MUNICIPALITY] )  
in the Province of [Ontario] this \_\_\_\_\_ )  
day of \_\_, 20\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
Name:

\_\_\_\_\_  
A Commissioner, etc.

