



Certificate of Substantial Performance

of the Contract Under Section 32 of the
Construction Act, R.S.O. 1990, C.C.30

Contract: Main and King Combined Sewer
Overflow (HCS04) Outstation
Rehabilitation

Contract No: C13-17-22

Contractor: **DeFaveri Group Contracting Inc.**

Owner: City of Hamilton

We, AECOM (Consultant)

hereby notify the *Owner* that based upon our inspection of the works and to the best of our knowledge and judgement:

- 1.0 The above-mentioned Work have been completed and tested so as to fulfill the requirements of the Contract and of Sections 2(1) and (2) of the Construction Act for Substantial Performance of the Work.
- 2.0 All testing specified in the *Contract* and all additional testing, if any, required by the *Owner* has been carried out satisfactorily.
- 3.0 The following documents have been received and are forwarded herewith:
 - 3.1 A written undertaking by the *Contractor*, on its company letterhead, to complete expeditiously the identified deficiencies and outstanding *Work*, as attached, and to discharge all unfulfilled obligations under the *Contract*.
 - 3.2 The *Contractor's* final claim for all amounts incurred before and on the date of *Substantial Performance of the Work*.
 - 3.3 A release on the *Owner's* "Contract Release" form, signed by the *Contractor*, releasing the *Owner* from all further claims relating to the *Work* (except in respect of outstanding *Work*) and other than claims relating to liens under the applicable lien legislation of the *Place of the Work*.
 - 3.4 A declaration by the *Contractor* on the Statutory Declaration of Progress Payment Distribution by Contractor CCDC 9A–2001 (latest edition) form stating that all liabilities incurred by or claims against the *Contractor* and its *Subcontractors* in carrying out the *Contract* have been discharged and that all liens in respect of the *Contract* and subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into court.
 - 3.5 A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

- 4.0 Advanced releases of holdback have previously been recommended in respect of the following *Subcontractors* and/or suppliers of pre-selected equipment:

Name	Certificate No.	Amount of Release

- 5.0 The payment to become due is derived as follows:

CONTRACT PRICE REVISED TO DATE	\$ 1,010,011.37
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Deduct:

.1	Total payments previously approved	\$ 880,789.97
.2	Amounts paid out by the <i>Owner</i> on behalf of the <i>Contractor</i>	\$ -
.3	Retention for maintenance security	\$ 28,220.25

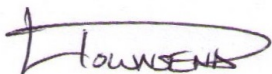
OR

- .4 Alternative maintenance security provided (give particulars)

.5	<i>Consultant's</i> estimate of costs for uncompleted <i>Work</i> (see attached Progress Estimate)	\$ 0.00
.6	<i>Consultant's</i> estimate of costs for deficiencies (see attached Deficiency List]	\$ -
.7	Holdback for Liens	\$ -

Total Deductions	\$ 909,010.22	\$ 909,010.22
Payable to Contractor after 60-day lien period expires		\$ 101,001.15

Payment Certifier:



2024-10-22

Agent of the Owner (*Consultant*)

Date

We hereby accept these works for use and operation by the *Owner* subject to satisfactory attention by the *Contractor* to

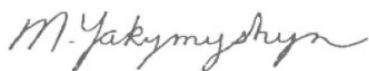
- the deficiencies and outstanding work noted above and attached;
- any further deficiencies that may become apparent during the period of maintenance;
- the maintenance that is required by the *Contract*.

The date of *Substantial Performance of the Work* as set out on page 4 of this Certificate establishes the commencement of the period of maintenance of the works.

The date of publication of page 4 of this Certificate in the Daily Commercial News (or other construction trade newspaper) establishes the commencement of the 60-day lien period per Section 31 of the *Construction Act*. Release of statutory holdback cannot be made before the expiry of such period.

The *Contractor's* insurance is to be maintained either until the Certificate of Completion has been issued or until such time as the *Contractor* has been notified in writing that the *Owner* has arranged its own insurance coverage of the permanent work and the *Contractor* may discontinue the *Contractor's* insurance, save that as provided in the *Contract Documents*.

Approved by Owner:



2024-10-22

Project Manager/Project Sponsor

Date



Certificate of Substantial Performance

of the Contract Under Section 32 of the
Construction Act, R.S.O. 1990, C.C.30

Community and Location: 707 King Street West, Hamilton, Ontario (1)

This is to certify that the Contract for the following improvement: (2)
Main and King Combined Sewer Overflow (HCS04) Outstation Rehabilitation

known as Contract No. C13-17-22, to the above premises was (3)

substantially performed on 16-Aug-24 (4)

Date Certificate signed: 23-Oct-24 (5)

Name of Owner: City of Hamilton (6)

Address for Service: City Clerk, 71 Main Street West, 1st Floor, Hamilton, ON L8P 4Y5 (7)

Name of Contractor: DeFaveri Group Contracting Inc. (8)

Address for Service: 1259 Arvin Avenue, Stoney Creek, ON, LBE 0H7 (9)

Name of Payment Certifier: AECOM (10)

Address: 50 Sportsworld Crossing Drive, Suite 290, Kitchener, Ontario, N2P 0A4 (11)

Identification of premises for preservation of liens:* _____ (12)

Office to which claim for lien and affidavit must be given to preserve lien:* (13)

City Clerk, 71 Main Street West, 1st Floor, Hamilton, ON L8P 4Y5

Payment Certifier:

Agent of the Owner (Consultant)

Owner

(14)

*Strike out whichever is inapplicable

INSTRUCTIONS

1. The Certificate of Substantial Performance is to be issued when the *Contract* has been substantially performed to meet the requirements of the *Contract Documents* and Section 2(1) and (2) of the *Construction Act*, and the *Contractor* has submitted satisfactory documentation as required by the *Contract Documents*.
2. The *Consultant* is to complete and send to the Owner's Project Manager for approval one (1) original copy of this Certificate, together with all required documentation, within seven (7) days of establishing the date of substantial performance.
3. If the *Contractor* has added any qualification to the Contract Release, this should be referred to, and entered in Item 3.3.
4. If the Final Contract Price is known at the time that this Certificate is prepared, delete the word "Approximate" from Item 5.0.
5. The instructions for completing page 4 of the Certificate are as follows:
 - (1) Insert community, if applicable, and street address or location.
 - (2) Insert short description of the improvement.
 - (3) Insert *Contract* number.
 - (4) Insert date of *Substantial Performance of the Work*.
 - (5) Consultant to leave blank. The *Owner* will complete.
 - (6) The *Owner* is the City of Hamilton.
 - (7) Address for the *Owner* is City Clerk, 71 Main Street West, 1st Floor, Hamilton, ON L8P
 - (8) Insert name of *Contractor*.
 - (9) Insert address of *Contractor*.
 - (10) Insert name of *Consultant*.
 - (11) Insert address of *Consultant*.
 - (12) If premises is NOT owned by the City of Hamilton, is NOT a public street or highway, or is NOT a railway right-of-way, insert the lot and plan or the instrument registration number.
 - (13) For Provincially owned works, if premises is owned by the City, is a public street or highway, or is a railway right-of-way, insert "Clerks Department, City of Hamilton" and office address (City Clerk, 71 Main Street West, 1st Floor, Hamilton, ON L8P 4Y5)
 - (14) Consultant to sign on left; the *Owner* (usually the *Owner's* Project Manager) on the right. At the same time, the *Owner* will insert the date of signing on line (5).
6. The *Owner* will provide a copy of the approved page 4 to the *Consultant* for distribution to the *Contractor*. The *Contractor* will arrange for publication in the Daily Commercial News (or other construction trade newspaper). The *Contractor* shall provide a copy of the publication to the *Consultant* who will in turn provide a copy to the *Owner's* Project Manager. The 60-day lien period commences on the date of publication.
7. Subject to the provisions of the *Construction Act* and of the *Contract* and after the expiry of the 60-day lien period, the *Owner* will release to the *Contractor* the statutory hold-back.