

VIA EMAIL

December 20, 2024

File No. 215147

Soncin Construction Corporation
5732 Highway 7, Unit 10
Woodbridge, Ontario
L4L 3A2

Attn: Mehdi Masoudi, Project Manager

**Re: County of Simcoe
Mulmur-Tosorontio Townline Bridge No. 000345 Replacement
Contract No. 2024B000345-649-01
Certificate of Substantial Performance and Associated Terms**

Dear Mr. Masoudi:

In light of the delays associated with the Contract and the decision to postpone subsequent works to more favorable weather conditions (i.e., spring 2025), as outlined in the accepted Extension of Time Request Response, the roadway within the construction limits remains in a temporary condition. This condition will require ongoing maintenance throughout the winter months to address challenges posed by freeze-thaw cycles and rainfall events.

While the bridge portion of the project is complete, the roadway remains deficient and does not meet the design standards stipulated in the Contract. Although the road has been reopened and accepted by the Town of Mulmur for maintenance, the granular base is at risk of becoming unstable, with the surface potentially deteriorating rapidly. The Geotechnical Engineer has emphasized that they cannot provide a sign-off for the road construction at this time.

The Town of Mulmur will monitor road conditions regularly, notify Ainley of any concerns, and may need to regrade the road periodically to maintain its granular surface over the winter. Should the Town identify Works required beyond routine maintenance, these deficiencies will be brought to Soncin's attention. Soncin will be given 24 hours to address all necessary repairs. Failure to complete the repairs within this timeframe, or within a timeframe deemed appropriate by the Contract Administrator, may result in the County engaging a third-party contractor to rectify the deficiencies, with all associated costs back charged to Soncin.

By accepting this Certificate of Substantial Performance, Soncin agrees to the outlined terms and conditions until the project's full completion in spring 2025. The County further agrees to waive liquidated damages for the delayed road reopening (December 19, 2024, instead of December 13, 2024) and for the period through to project completion in spring 2025. Additionally, Soncin agrees that no claims will be made for extra costs associated with any potential road maintenance or the postponed operations.

Considering these terms and conditions, along with the successful completion of the bridge replacement, currently in use as intended, we enclose the "Certificate of Subcontractor Substantial Performance," issued as of December 19, 2024, marking the reopening of the road under temporary conditions for the above-referenced project.

In accordance with Section SG 6.1 of the Supplemental General Conditions, the Warranty Period is twenty-four (24) months from the date of placement of surface course asphalt.

Further, in accordance with Section GC 8.02.04.05 of the General Conditions, release of the 10% lien holdback shall be made sixty-one (61) days after the date of publication of the "Certificate of Substantial Performance" provided that no liens are registered, and we have received a copy of the required Spring Construction Schedule, Traffic Sign Log, Statutory Declaration and Clearance Certificate from the Workplace Safety and Insurance Board (WSIB).

It is your responsibility to publish the Certificate in a construction trade newspaper (Daily Commercial News) for at least one edition. Please notify us of the date of publication of the Certificate.

We trust this is satisfactory. However, if you have any questions or require further assistance with this matter, please feel free to contact the undersigned.

Yours truly,

AINLEY & ASSOCIATES LIMITED



James C. Baldwin, P.Eng.
Structural Engineer / Contract Administrator

JCB\\lag-barrie\1\Engineering\Barrie\215147\Contract Administration\Bridge\Progress Payments\Substantial Performance\2024B000345-649-01-Townline - Substantial Performance Certificate.docx

cc: James Crowe, Soncin Construction (By Email)
Julie Scruton, County of Simcoe (By Email)
Jae Park, County of Simcoe (By Email)
Isaiah Frielink, Ainley Group (By Email)

FORM 9

**CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE
CONTRACT UNDER SECTION 32 OF THE ACT**

Construction Act

County of Simcoe, County of Dufferin, Town of Mulmur, Town of Adjala-Tosorontio

(County/District/Regional Municipality/Town/City in which premises are situated)

In vicinity of bridge over Walkers Creek on Mulmur-Tosorontio Townline (44° 17' 32" N, 80° 02' 00" W)

(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

**County of Simcoe Contract No. 2024B000345-649-01
Mulmur-Tosorontio Townline Bridge No. 000345 Replacement**

(short description of the improvement)

to the above premises was substantially performed on

December 19, 2024

(date substantially performed)

Date certificate signed:

December 20, 2024

(payment certifier where there is one)

(owner and contractor, where there is no payment certifier)

Name of owner:

Corporation of the County of Simcoe

Address for service:

1110 Highway 26, Midhurst, Ontario L9X 1N6

Name of contractor:

Soncin Construction Corporation

Address for service:

5732 Highway 7, Unit 10, Woodbridge, Ontario L4L 3A2

Name of payment certifier
(where applicable):

James C. Baldwin, P.Eng. (Ainley & Associates Limited)

Address:

550 Welham Road, Barrie, Ontario, L4N 8Z7

(Use A or B, whichever is appropriate)



A. Identification of premises for preservation of liens:

(if a lien attaches to the premises, a legal description of the premises,
including all property identifier numbers and addresses for the premises)



B. Office to which claim for lien must be given to preserve lien:

**Corporation of the County of Simcoe
1110 Highway 26, Midhurst, Ontario L9X 1N6**

(if the lien does not attach to the premises, a concise description of the premises, including addresses,
and the name and address of the person or body to whom the claim for lien must be given)