

December 20, 2024

Daniel Millichamp - Project Director
LS Lakeshore Constructors (LSLC)
200, 2 International Boulevard
Toronto, Ontario M9W 1A2

Attention: Abraham Villafuerte – Senior Project Manager
Capital Projects Group
10 Bay Street, Suite 1400, Toronto, Metrolinx

Dear Mr. Millichamp, Villafuerte

Subject: Lakeshore East Corridor Infrastructure, West Corridor Expansion – Package C

RFP-2020 -AFPC-199 (PO# 227964)

Re: Substantial Completion Certificate of the Work (“Certificate”)

Hatch is in receipt of LS Lakeshore Constructors (LSLC) letter dated December 20, 2024, that constitutes the application for certificate of Substantial Completion, as required per Article 5.7.1 of the Construction Agreement, and expresses LSLC’s opinion that the conditions of achieving Substantial Completion have been satisfied on December 20, 2024.

The requirements for Substantial Completion include:

- (a) substantial performance of the Work has been achieved as set out in section 2 of the Construction Act;
- (b) Commissioning has been completed and accepted by Metrolinx and Metrolinx’s Representative, and the Work is ready for use or is being used for the intended purpose and is capable of completion; and
- (c) the Contractor has supplied all documentation required to be provided prior to the certification of Substantial Performance of the Work by Metrolinx’s Representative, as specified in the Agreement, including the Warranty Letter of Credit.

Concerning item (a) above, Hatch has prepared the attached financial statement that confirms the value of Work to be completed plus the value of defective work to be corrected is **\$311,134.⁰⁰** and this amount does not exceed the value permitted under section 2 (1)(b) of the Construction Act which is **\$629,567.³³**.

For above items (b) and (c), having reviewed the submitted documents by LSLC and to the best of Hatch’s and Metrolinx’s knowledge, information, and belief, this is to confirm that Metrolinx and Hatch accepted the submitted documents.

This letter is to notify Metrolinx and LSLC that Hatch has determined Substantial Completion is achieved on **December 20, 2024**.

Please find attached, the Deficiency List of the Project, for LSLC review and further action.

Based on the above, please find attached Form 9 Certificate of Substantial Performance of the Contract. This certificate shall be published by LSLC per the requirement of Construction Agreement Article 5.7.3.2.

We look forward for LSLC to satisfy remaining Agreement requirements of the Final Completion including submission of the remedied Deficiencies and outstanding/incomplete works LSLC's submission of As-Built Drawings final version and other required documents.

Sincerely,



Oscar Florez, P.Eng.

Global Director - Linear Infrastructure and Facilities - Transit
2800 Speakman Drive, Mississauga, ON, L5K 2R7

Oscar.florez@hatch.com

Attachments:

- Form 9: Certificate of Substantial Performance of the Contract,
- Substantial Completion – Financial Statement,
- Minor Deficiencies List –Project wide.

Cc:

David Swanson, Metrolinx
Sean McCreight, Metrolinx
Cara Roughen, Metrolinx
Aaron McLeod, Metrolinx
Wadie Zreik, Metrolinx
KrishnaVyas, Metrolinx
Kishore St. John, Metrolinx
Parin Barot, Metrolinx

Azher Albayati, Hatch
Naseer Alyasiri, Hatch
Rogi Pourasad, Hatch
Philip Byres, Hatch
Document Control, Hatch
Suleiman Koblawi, LSLC
Peter Borgacci, LSLC
Josh O'Neill, LSLC

FORM 9
CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE
CONTRACT UNDER SECTION 32 OF THE ACT

Construction Act

Canada, City of Toronto,

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

Lakeshore East Rail Corridor - Kingston Subdivision - from Station 529+935 to 532+232, Toronto.

(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:

Lakeshore East Corridor Infrastructure - West Corridor Expansion (Package C) -
Metrolinx Contract No. RFP-2020-AFPC-199 (PO# 227964).

(short description of the improvement)

to the above premises was substantially performed on December 20, 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: Metrolinx

Address for service: 10 Bay Street , Toronto, ON, M5J 2W3

Name of contractor: LS Lakeshore Constructors

Address for service: 2, 200 International Boulevard, Etobicoke, Ontario M9W 1A2

Name of payment certifier (where applicable): Hatch Corporation

Address: 2800 Speakman Drive, Mississauga, ON L5K 2R7

(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:

Metrolinx, Chief Legal Officer, 97 Front Street West, Toronto, ON M5J 1E6

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

LSE Package (C) - Substantial Completion - Financial Statement

1	Contract Price	Amount
1.1	Original Contract Price	\$23,866,744.00
1.2	Approved Changes	\$36,089,988.96
1.3	Current Contract Price	\$59,956,732.96

2	Criteria for Substantial Performance	Amount
2.1	3% x \$1,000,000.00	\$30,000.00
2.2	2% x \$1,000,000.00	\$20,000.00
2.3	1% x Remainder	\$579,567.33
2.4	Maximum allowable value of outstanding Work	\$629,567.33

3	Incomplete/Outstanding Works or items not required/unpaid: Agreed by Metrolinx and LSLC to be excluded from Substantial Completion except items C-2, C-3, C-6, E-1 and CO125(boardwalk).			
	Contract ITEM No.	DESCRIPTION	Remaining Amount (not used/paid) as of Oct 2024 Payment Application	Hatch/Mx Comments - Status
3.1	A1-2	Demobilization	\$ 245,000.00	Mx agreed for de-mob including repavement of 110 Wildwood Crst. Park lot to be performed after SC but before Final Completion as trailers and others are required to complete deficiency remedy. So the amount included with seasonal works items.
3.2	A-6	Post Condition survey	\$ 5,000.00	Post condition survey final report to be submitted after SC.
3.3	A-7	TTC Condition Surveys- Pre and Post	\$ 3,741.00	Topo report to be submitted after SC. So the amount included with seasonal works items.
3.4	A-8	Topographical Survey for preparation of As-Built drawings	\$ 37,148.00	Post condition survey final report to be submitted after SC. So the amount included with seasonal works items.
3.4	B-1	Environmental - Erosion and Sediment Control Zone 1	\$ 6,840.00	To be removed after landscape works. So the amount included with seasonal works items.
3.6	C-2	Remaining side slope grading between STA 530+050 to STA 530+200 and from STA 530+320 to 530+500	\$ 26,762.00	
3.7	C-3	Outstanding is final layer of sub-ballast, estimated cost is withheld.	\$ 28,778.00	
3.8	C-4	Remaining percolation test at STA 530+018 to be done.	\$ 3,000.00	
3.9	C-5	Zone 1 - Topsoil and hydroseeding	\$ 37,900.00	Seasonal works
3.10	C-6	Fencing Remaining at Smalls Creek Culvert east	\$ 2,100.00	
3.11	C-7	Zone 1 - Merrill Bridge Road Park Restoration	\$ 15,806.00	Seasonal works
3.13	C-12	Zone 2 - Topsoil and hydroseeding	\$ 5,120.00	Seasonal works
3.14	C-17	Zone 3 - Topsoil and hydroseeding	\$ 5,000.00	Seasonal works
3.15	E-1	RW4 - Supply and Install Fence	\$ 750.00	
4	COs & CDs	Changes		
4.1	CO065	Import Topsoil, remaining at Zone 3 RW7	\$ 5,458.00	Seasonal works
4.2	CO125	Smalls Creek Boardwalk Construction & Landscape Work	\$ 381,228.00	Seasonal works value \$239,784.00 to be deducted item 5.1 below
4.3		Total =	\$ 809,631.00	
5	Remaining Seasonal Works			
5.1	CO125	Remaining Planting Works	\$ 239,784.00	
5.2	Line Items	Remaining Seasons Works A-1, A-6, A-7, A-8, B-1, C-5, C-7, C-12, C-17 and CO065	\$ 367,013.00	
5.3		Sub-total	\$ 606,797.00	
6	Allowance for Defects to be Corrected		Amount	Comment
6.1	Minor Deficiency List total cost		\$ 108,300.00	Refer to Deficiency List

7	Conclusion: Deficiency + Incomplete Works	Amount	Comment
7.1	Minor Deficiency List total cost	\$ 108,300.00	per above
7.2	Outstanding/Incomplete Work	\$ 809,631.00	per above
7.3	Total	\$ 917,931.00	
8	Deduct Remaining Seasonal Works	\$ 606,797.00	Per above
9	Grand Total =	\$ 311,134.00	Less than allowable value per Construction Act (above item 2.4)



LS Lakeshore Constructors
2, 200 International Blvd
Etobicoke, Ontario
Canada M9W 1A2

December 20th, 2024

Metrolinx Representative
10 Bay Street
Toronto, Ontario M5J 2W3
Canada

Attention: Naseer Al-Yasiri – Metrolinx Representative / Contract Administration

Phone: 416 722 7094

Email: naseer.al-yasiri@hatch.com

Dear Naseer,

**SUBJECT: Metrolinx
Lakeshore East Corridor Infrastructure, West Corridor Expansion – Package C
RFP-2020-AFPC-199 (PO#227964)
Notice of Substantial Completion**

In reference to item 5.7 of the Contract Agreement and 2.(1) of the Construction Act, LSLC acknowledges the works Lakeshore East Corridor Infrastructure, West Corridor Expansion – Package C are Substantially Complete.

LSLC and Metrolinx jointly created a deficiency list and identified outstanding works. Though works have progressed since time of issuance and drafting of the list, LSLC and Metrolinx agree that the value of remaining works is below the calculated value per the Construction Lein Act.

LSLC hereby request the issuance of Substantial Completion, and executed Warranty Letter of Credit and Construction Certificate are enclosed.

Notwithstanding the foregoing, this letter is without prejudice to, and LSLC expressly reserves, any and all rights and remedies available under the Construction Agreement or at law or in equity or otherwise.

Please do not hesitate to contact me by phone or email, if they have any questions, comments, or concerns regarding this notice.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter L. Borgacci'.

Peter Borgacci – Deputy Project Director
Phone: 416 318 9047
Email: peter.borgacci@ledcor.com

Attachments:

CC

David Swanson, Metrolinx
Abraham Villafuerte, Metrolinx
Sean McCreight, Metrolinx

Josh O'Neill, LSLC
Daniel Millichamp, LSLC
Daniel Bech, LSLC










LS Lakeshore Constructors
200, 2 International Boulevard
Toronto, ON
M9W 1A2

Total Contract Value:
\$ **59,956,732.96**

Substantial Completion Calculation

RFP-2020-AFPC-199-227964 Lakeshore East West Corridor Expansion - Package C					
Substantial Completion Value Requirement			Remaining Works Summary		
3% of 1st million	\$	30,000.00	Contact Work	\$	806,631.00
2% of 2nd million	\$	20,000.00	Remaining Defects	\$	108,300.00
1% of the balance	\$	579,567.33	Deduct Seasonal Works	\$	606,797.00
	\$	629,567.33		\$	308,134.00

Contract No: RFP-2020-AFPC-199				Dec-24													
Project: LSE - W Pkg (C) - Zone 1, 2 and Zone 3				Initial Deficiency List													
Item No.	Date	Logged By	Deficiency Category	Zone	Location	Deficiency Description	Reference Photo #	Deficiencies Photos	Severity (for example, critical, major, or minor)	Status (By Hatch)	LSLC Comment on 2024-10-30	Hatch/Mx Comments Oct 9, 2024	Schedule Date for LSLC to complete	LSLC Notes/Comments Nov 19, 2024	Hatch/Mx Comments Dec 5, 2024	Hatch Cost Estimate	Hatch Estimate Details
002	2023/05/19	Hatch	Structure	Z2N and Z3N	531+237, 531+257, 532+075 & 532+200	Damage to Coating of Steel H-Piles, RW6 & RW7.			Minor	Open	Only RW #6 It needs to be reviewed.		2025-01-30	Not all locations remediated	Not all locations remediated	\$ 3,000.00	2 days 2 workers 2x70x10x2=\$2800 + Material \$200 = \$3000
003	2023/05/19	Hatch	Electrical	Z2N	531+100	Damage to Electrical Raceway Zone 2			Minor	Open	Raceway fixed		2025-01-30	LSLC to provide evidence/documentation	LSLC will provide confirmation letter from Subcontractor.	\$ 300.00	\$300 but subject to increase if testing not carried.
008	2023/10/20	Mx/Hatch	Structure	Z3N	RW7	Weeping Holes are covered or in low elevation in some locations along RW7 between Pile # 126 and Pile # 21			Minor	No Action	Weep holes are per IFC. Precast panels match IFC locations. RW6 & RW7 Lagging Panels - S144C-CNT-3790-010--003 - 01/24/2022 01:34 PM DOC S144C-CNT-3790-010-003_RW7 Lagging Panel Shop Drawing		2025-01-30	No action taken.	LSLC to uncover the holes.	\$2,800	2 days work 2x70x10x2=\$2800 with item 015
009	2023/10/20	Mx/Hatch	Civil	Z2N and Z3N	All	V - Ditch slope gradient must be 2:1, 1.8:1 and 3:1 for swale (h/v) to be checked and confirmed with survey record. (Refer Drawing C-100, 101 & S-601 Typical Details).			Minor	Open	Asbuilts to be submitted this week. All work complete		2024-12-24	LSLC to provide confirmation from its surveyor	Pending.	\$500	\$500
011	2023/10/20	Mx/Hatch	Structure	Z3N	RW7	Scraches on steel piles coat at RW7 need to be repaired.			Minor	Open			2025-01-30	Not all location remediated	Pending LSLC action	0	Cost Included in comment 002
013	2023/10/20	Mx/Hatch	Civil	Z3N	RW12	Slope of 2/1 for final grading to be checked and confirm with survey record between edge of subgrade and retaining wall at RW12 (Refer drawing S-651)			Minor	Open	Asbuilts to be submitted this week. All work complete		2024-12-24	LSLC to provide survey documentation	LSLC to submit records	\$500	\$500
015	2023/10/20	Mx/Hatch	Structure/Civil	Z3N	RW7	Backfilling at the RW7 toe of the concrete panels.			Minor	No Action			2024-12-20	Not action taken	Pending LSLC action	\$0	Cost included in comment 8
021	2024/03/13	Hatch	Civil	Z3N	532+050 to 532+145	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	For all Zones	43,500	See calculation sheet, cover comments 022 to 028.
022	2024/03/13	Hatch	Civil	Z3N	532+025 to 532+000	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
023	2024/03/13	Hatch	Civil	Z3N	531+900 to 531+750	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
024	2024/03/13	Hatch	Civil	Z3N	531+820 to 531+780	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
025	2024/03/13	Hatch	Civil	Z3N	531+785 to 531+700	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
026	2024/03/13	Hatch	Civil	Z3N	531+684 to 531+700	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
027	2024/03/13	Hatch	Civil	Z2N	531+525	Segregation in Final Layer of Sub-Ballast 6 M Patch			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
028	2024/03/13	Hatch	Civil	Z2N	531+505 to 531+430	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
030	2024/03/13	Hatch	Civil	Z2N	531+400 to 531+350	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
031	2024/03/13	Hatch	Civil	Z2N	531+417 to 531+367	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
032	2024/03/13	Hatch	Civil	Z2N	530+880 to 530+960	Segregation in Final Layer of Sub-Ballast			Minor	No Action	Segregation has been caused by rainfall since the works completion. This is a result of improper scope split between LSE and LSC.		2024-12-20	No action taken	Pending LSLC action	0	Cost included in comment 021
033	2024/03/13	Hatch	Civil	Z2N	530+830 to 530+870	Defected locations of the topsoil at Zone 2.			Minor	No Action	T&M Rate of Hydroseeding is \$70 per hour. Crew of 3 men, 1 hour.		2025-04-30	No action taken	Pending LSLC action	0	Included in outstanding works cost item C12, see below.
036	2024/03/13	Hatch	Civil	Z2N and Z3N		Performed but ungrown hydroseeding at Z2 and Z3 to be monitored, evaluated and provide status report.			Minor	Open	T&M Rate of Hydroseeding is \$70 per hour. Crew of 3 men, 1 hour.		2025-04-30	Not atndred, not fully grown	Pending LSLC action	0	Included in outstanding works cost item C12 and C17, see below.
039	2024/03/13	Hatch	Civil	Z3N	531+875 to 532+100	Side ditch (swale) in front of RW7 requires fine grading to shape as per IFC drawings			Minor	No Action	open		2024-12-20	Not completely fixed	Pending LSLC action	0	Included in outstanding works cost CO65, see below.
050	2024/03/15	LSLC	Civil	Z3N	RW12	Topsoil and seeding to be corrected	51		Minor	No Action	T&M Rate of Hydroseeding is \$70 per hour. Crew of 3 men, 1 hour.		2025-04-30	No action taken, not fully grown	Pending LSLC action	0	Included in outstanding works cost item C17, see below.
055	2024/03/15	LSLC	Structure	Z3N	RW7	Grounding - Removed coating to be fixed. Steel face of pile is rusting. Rust to be removed and repainted.	57		Minor	No Action			2025-01-30	No action taken	Pending LSLC action	\$2,150	2 workers for 1 days 1x2x70x10= 1400 + forman 1*75*10 =750
056	2024/03/15	LSLC	Electrical	Z3N	RW7	Grounding wire to be buried	58		Minor	No Action			2025-01-30	No action taken	Pending LSLC action	\$700	1 workers for 1 days 1x1x70x10= 700
062	2024/03/15	LSLC	Civil	Z2N	RW6	Slope to be confirmed	67		Minor	Open	Asbuilts to be submitted this week. All work complete		2024-12-20	Pending survey Data/confirmation from LSLC	Pending LSLC action	0	Included in above required survey costing.
063	2024/04/05	Hatch-RK	Electrical	Z3N	RW7	All ground wire welds to be checked for contenuinity (typical photo)	69		Minor	No Action	Completed. Test reports submitted under ITP.	No action taken	2025-01-30		Pending LSLC action	1000	Cost \$1000
064	2024/04/05	Hatch-RK	Electrical	Z3N	RW7	the Design calls for a cable chamber at the end of the counterpoise gorund wire installation (Note 3 on Elevation A/Section B, on drawing E-006). Was not evident on site.			Minor	No Action	The work was done and cannot be considered a deficiency item.	No action taken	2025-01-30		Pending LSLC action	5,800	2 workers for 2 days 1x2x70x10= 2800 + forman 1*75*10x2 =1500 + Matrial 1500 = 5800
066	2024/04/05	Hatch-RK	Electrical	Z3N	RW7	Retaining Wall Support to be bonded	70		Minor	No Action			2025-01-30	No action taken	Pending LSLC action	0	No cost estimated. Cost included with item 063.
070	2024/04/05	Hatch-RK	Electrical	Z2N and Z3N	Various locations	Handwell are missing lids Fixing per requirement. Gaps are noticed between covers and handwell.	71		Minor	Open	Lids has been installed		2025-01-30		LSLC to provide proposal for cover fixing	\$20,500	Method to be confirmed: 3 workers for 5 days 15x70x10= 10,500 + 5000 material + 5000 equipment = \$20,500. Itemt 091 included

Contract No: RFP-2020-AFPC-199										Dec-24							
Project: LSE - W Pkg (C) - Zone 1, 2 and Zone 3										Initial Deficiency List							
Item No.	Date	Logged By	Deficiency Category	Zone	Location	Deficiency Description	Reference Photo #	Deficiencies Photos	Severity (for example, critical, major, or minor)	Status (By Hatch)	LSLC Comment on 2024-10-30	Hatch/Mx Comments Oct 9, 2024	Schedule Date for LSLC to complete	LSLC Notes/Comments Nov 19, 2024	Hatch/Mx Comments Dec 5, 2024	Hatch Cost Estimate	Hatch Estimate Details
072	2024/04/05	Hatch-OF/MX-PT	Civil	Z2N and Z3N	Various location	Loose sub-ballast at North edge in various locations along both Zone 2 & Zone 3. Concern with compaction of subballst in multiple locations, boots were sinking without much pressure			Minor	No Action	Compaction reports submitted under JTP	No action taken	2025-01-30		Pending LSLC action	\$1,700	Roller for 2 days = 1000 + operator 1 days 77x10= 700
073	2024/04/05	Hatch-AA	Civil	Z2N	along Zone 2	Final sub-ballast elevation and evenness to be verified. LSLC to submit As-Built point file for cross sections along Zone 2 and 3.			Minor	Open		Not done, LSLC to provide the documentation	2024-12-24		Pending LSLC action post rectification	\$2,000	Surveyor for 5 days = 1000 + Pick up 1000
084	2024/04/05	Hatch-OF/NA	Civil	Z3N	Along Z3	Top soil and hydro seeding in swales along Zone 3 shall be performed in accordance with requirements of the Agreemnt and CO065.			Minor	No Action	T&M Rate of Hydroseeding is \$70 per hour. Crew of 3 men, 4 hours.		2025-04-30	No action taken	Pending LSLC action		0 Included in outstanding works cost CO65 and item C5, see below.
086	2023/08/22	Hatch	Track	Z1	530+320 T1	Deviation in T1 alignment due to settlement (NCR 16)			Minor	Open	Metrolinx to provide direction. Likely to be removed from LSLCs scope		2024-12-24	To be closed with a credit to MX	To be closed pending LSLC confirmation of credit		0 Cost estimation not included. But will be revisited before Dec 20 to whether to add \$64k.
091	2024/09/20	Hatch	Raceway	Z1	Handwell Station 530+780	Suply and install cover for Handwells.			Minor	Open			2025-01-30		To return to LSLC to provide proposal for cover fixing.		0 Cost included in item 70
092	2024/09/20	Hatch	Landscape	Z1	Embankment Slope Station 530+200 to 530+320	Complete Terraseeding Top of RW4 to elvation shown on the drawings. Errosion is observed.			Minor	Open	Removed from substantial completion	To monitor growth.	2025-04-30		Pending LSLC action	\$2,600	3 workers for one day 3*70*10 = 2,100 + equipment \$500
093	2024/09/20	Hatch	General	Z1	Station 530+260 South	Left 2 lock blocks			Minor	No Action			2025-01-30		Pending LSLC action	\$3,000	including debris on south and North side Excavator 20 hrs truck 20 hrs= 71*10 + 139*10 = 2000 + 2 operators 20*77 +20*62 =1000 total \$3000 Not included, item 096, 107 & 110 included
096	2024/09/20	Hatch	General	Z1	Station 530+075	Removal a Rock			Minor		Please clarify		2025-01-30		Pending LSLC action		0 Included cost with item 093
099	2024/09/20	Hatch	General	Z1	Station approx. 530+650	Reintatment of milage sign			Minor	No Action	LSLC approached track maintenance, and was directed not to reinstate signage. This would be handled by Metrolinx.		2025-01-30	To be closed by confirming Mx has directed LSLC to not touch the milage signage.	LSLC WILL REMOVE Prior to SC	\$300	\$300
100	2024/09/20	Hatch	General	Z1	Chainlink fences RW4 and West of culvert	Fencing Missing bolts and accessories, to be checked and identified			Minor	No Action		Not done	2025-01-30		Pending LSLC action	\$2,100	2 workers for 1 days 1x2x70x10= 1400 + forman 1*75*10 =750 Total \$2100 LSLC to complete prior to SC
101	2024/09/20	Hatch	General	Z1	Chainlink fences RW4 and West of culvert	Fencing Rusty spots at post and bases, to be checked and identified			Minor	No Action	Closed	Not done	2025-01-30		Pending LSLC action		0 Included in item 100
102	2024/09/21	Hatch	General	Z1	Stn (530+100) to Stn (530+360)±	Removal of T1 Track monitoring Prisms/ Monitoring Points.			Minor	No Action		Not done	2025-01-30		Pending LSLC action	\$750	\$750
103	2024/09/22	Hatch	General	Z1	Stn (530+400), Laydown area/ Storage	General cleanup, and remove unwanted materials.			Minor	Open		Not done	2025-01-30		Pending LSLC action	\$1,000	\$1,000
106	2024/09/27	Hatch	Landescape	Z1	South Smalls Creek	Removal of existing tree stump			Minor	No Action	Please clarify which tree stump. Cutting of tree in this area was performed by a Metrolinx contractor, and is not within the scope of LSLC.	Not done	2025-01-30	See previous note. If Hatch confirms tree was cut by LSLC, we can address in the new year.	Will provide tree # per site inspection.	\$2,000	Estimated for \$2000
107	2024/09/27	Hatch	General	Z1	South Smalls Creek	General cleaning			Minor	Open		Not done	2025-01-30		Pending LSLC action		0 Cost included in 093
110	2024/09/27	Hatch	General	Z1	STA. 529+935 to 530+75 North	Remove and dispose conrete stumps and debris			Minor	Open	This portion of ditch is part of Package B contract. To be relocated to the Package B defect list. (This work is pending Hatch design resolution)	To confirm	2025-01-30		Pending LSLC action		0 Cost included in 093
112	2024/09/27	Hatch	Civil	Z1	East end of RW4	Erroded side slope in connection with the retaining wall			Minor	No Action	Covered under CO-125	Not done	2025-01-30		Pending LSLC action		0 Cost included in outstanding works item C2.
113	2024/09/27	Hatch	Structure	Z1	RW4	Verify depth of drilled weepholes along the retanaing wall.			Minor	No Action		Not done	2025-01-30		Pending LSLC action	\$2,100	2 workers for 1 days 1x2x70x10= 1400 + forman 1*75*10 =750 Total \$2100 LSLC to complete prior to SC
119	2024/12/03	Hatch		General	Outstanding/not closed ITPS	Outstanding/not closed ITPS and required test results to be submitted.			Minor	Open			2025-01-30		LSLC to submit records	\$10,000	Outstanding/not closed ITPS
																\$108,300	Subtotal of Defects

Outstanding/incomplete Works

120	2024/12/03	Hatch		Outstanding/incomplete works	Line Item A-1 Demobilization	Line Item A-1 Demobilization			Minor							\$245,000	Mx might descope and add may to Package B
121	2024/12/03	Hatch		Outstanding/incomplete works	Line Item A-6 Condition Surveys- Pre and Post	Line Item A-6 Condition Surveys- Pre and Post			Minor				2024-12-24		Missing Post construction condition survey major comments are to be addressed and resubmitted.	\$5,000	\$5,000
122	2024/12/03	Hatch		Outstanding/incomplete works	Line Item A-7 TTC Condition Surveys- Pre and Post	Line Item A-7 TTC Condition Surveys- Pre and Post			Minor				2025-01-30			\$3,741	per Payment application
123	2024/12/03	Hatch		Outstanding/incomplete works	Line Item A-8 Topographical Survey for preparation of As-Built drawings	Line Item A-8 Topographical Survey for preparation of As-Built drawings			Minor				2024-12-24		LSLC to submit As-Built	\$37,148	per Payment application
124	2024/12/03	Hatch		Outstanding/incomplete works	Line Item B-1 Environmental - Erosion and Sediment Control Zone 1	Line Item B-1 Environmental - Erosion and Sediment Control Zone 1			Minor				2025-01-30		LSLC to submit.	\$6,840	per Payment application
125	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-2 Zone 1 - Earth - Cut & Fill and grading works including supply of borrow materials and disposal of excess	Line Item C-2 Remaining side slope grading between STA 530+050 to STA 530+200 and from STA 530+320 to 530+500			Minor				2025-01-30		LSLC to complete	\$26,762	per Payment application
126	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-3 Zone 1 - Sub-ballast and Sub-surface drainage	Line Item C-3 Outstanding is final layer of sub-ballast, estimated cost is withheld.			Minor				2025-01-30		LSLC to complete	\$28,778	per Payment application
127	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-4 Zone 1 - Soak way Pit	Line Item C-4 Remaining percolation test at STA 530+018 to be done.			Minor				2025-01-30		To be closed	\$0	Included in Deficiency List Item 119
128	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-5 Zone 1 - Topsoil and hydroseeding	Line Item C-5 Zone 1 - Topsoil and hydroseeding			Minor				2025-04-30	Remaining side slope grading between STA 530+050 to STA 530+200 and from STA 530+320 to 530+500	LSLC to complete	\$37,900	50% of line item
129	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-6 Zone 1 - Chain-Link Fence h=1.8m	Item C-6 Fencing Remaining at Smalls Creek Culvert east			Minor				2025-01-30		LSLC to complete	\$2,100	5% of line item
130	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-7 Zone 1 - Merrill Bridge Road Park Restoration	Line Item C-7 Zone 1 - Merrill Bridge Road Park Restoration			Minor				2025-04-30		LSLC to complete	\$15,806	per Payment application

Contract No: RFP-2020-AFPC-199				Dec-24													
Project: LSE - W Pkg (C) - Zone 1, 2 and Zone 3				Initail Deficiency List													
Item No.	Date	Logged By	Deficiency Category	Zone	Location	Deficiency Description	Reference Photo #	Defiencies Photos	Severity (for example, critical, major, or minor)	Status (By Hatch)	LSLC Comment on 2024-10-30	Hatch/Mx Comments Oct 9, 2024	Schedule Date for LSLC to complete	LSLC Notes/Comments Nov 19, 2024	Hatch/Mx Comments Dec 5, 2024	Hatch Cost Estimate	Hatch Estimate Details
131	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-12 Zone 2 - Topsoil and hydroseeding	Line Item C-12 Zone 2 - Topsoil and hydroseeding			Minor				2025-04-30		LSLC to complete	\$5,120	per Payment application
132	2024/12/03	Hatch		Outstanding/incomplete works	Line Item C-17 Zone 3 - Topsoil and hydroseeding	Line Item C-17 Zone 3 - Topsoil and hydroseeding			Minor				2025-04-30		LSLC to complete the ditch top soil + hydroseeding infortm of RW7	\$5,000	
133	2024/12/03	Hatch		Outstanding/incomplete works	Line Item E-1 RW4 - Supply and Install Fence	Line Item E-1 RW4 - Supply and Install Fence			Minor				2025-01-30		Fence to be connected with boardwalk	\$750	per Payment application
134	2024/12/03	Hatch		Outstanding/incomplete works	CO065 Import Topsoil	CO065 Import Topsoil, remaining at Zone 3 RW7			Minor				2025-04-30		LSLC to complete	\$5,458	per Payment application
135	2024/12/03	Hatch		Outstanding/incomplete works	CO125 Smalls Creek Boardwalk Construction & Landscape Work	CO125 Smalls Creek Boardwalk Construction & Landscape Work			Minor				2025-01-30		LSLC to complete	\$381,228	Estimated as of Dec. 20. Cost calculation to refer to pdf goutation sheet.



December 19, 2024

ISSUED VIA E-MAIL ONLY

Mr. Daniel Millichamp
Project Director
LS Lakeshore Contractors
200, 2 International Blvd,
Toronto, ON M9W 1A2

Dear Mr. Millichamp:

Subject: **Construction Agreement (the "Contract") between Metrolinx and LS Lakeshore Constructors (the "Contractor") regarding Lakeshore East Corridor Infrastructure, West Corridor Expansion - Package C (the "Project") - Warranty Letter of Credit**

The Contract requires that the Contractor deliver to Metrolinx a Warranty Period Letter of Credit (the "WLC"), as detailed in Article 13. However, the Contractor has indicated to Metrolinx that it is not able at this time to provide a single WLC as required by the Contract, and has instead proposed to provide two WLCs for the same total amount. Without prejudice to any of its rights pursuant to the Contract or otherwise, Metrolinx will accept the Contractor's proposal to supply two WLCs, subject to the following:

1. Within 30 calendar days, the Contractor will replace the two WLCs with a single WLC for the same total amount. Metrolinx will return the initial two WLCs to the Contractor upon receipt of the single, replacement WLC.
2. Metrolinx's acceptance of two WLCs in this instance shall in no way establish a precedent. Any letters of credit required pursuant to the Contract in the future will be issued as a single letter of credit by the Contractor.
3. The terms of the Contract shall apply equally and on a joint and several basis to the two WLCs. For greater clarity, Metrolinx is entitled to draw on either or both WLCs in accordance with the terms of the Contract, in Metrolinx's sole discretion, and Metrolinx shall have no obligation whatsoever to draw on each WLC proportionately or with any preference to one WLC over the other WLC.

Please sign below indicating your acceptance of the above terms.

Sincerely,




David Swanson, P.Eng.
Director, Lakeshore East
Metrolinx
Capital Projects Group

The signatures below indicate agreement with the foregoing terms and conditions:

SACYR CANADA INC.

By:


Name: 

Title: CEO Sacyr North America

I have authority to bind the corporation.

**LAKESHORE PROJECT B DEVELOPMENT LIMITED PARTNERSHIP, by
its general partner, LAKESHORE PROJECT B DEVELOPMENT LTD.**

By:

Name: 

Title: VP INFRASTRUCTURE

I have authority to bind the partnership.

LS LAKESHORE CONSTRUCTORS, by its partners
SACYR CANADA INC. and **LAKESHORE PROJECT B DEVELOPMENT LIMITED PARTNERSHIP**, by its general partner, **LAKESHORE PROJECT B DEVELOPMENT LTD.**

SACYR CANADA INC.

By:



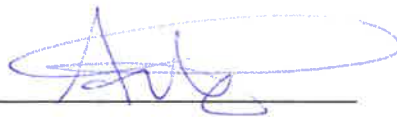
Name: _____

Title: Country Manager Sacyr Canada

I have authority to bind the corporation.

LAKESHORE PROJECT B DEVELOPMENT LIMITED PARTNERSHIP, by
Its general partner, **LAKESHORE PROJECT B DEVELOPMENT LTD.**

By:



Name: _____

Title: VP INFRASTRUCTURE

I have authority to bind the partnership.



Standby Letter of Credit: 42.633/24

Beneficiary:

Metrolinx
97 Front Street West Toronto
ON M5J 1E6 Canada

Applicant:

Sacyr Canada Inc., on behalf
of LS Lakeshore Constructors
200 – 2 International Boulevard
Toronto, ON M8W 1A2 Canada

Date of Issuance:

20TH December 2024

Attn:

David Swanson
Director, Lakeshores and USRC
Capital Projects Group

Dear Sir/Madam:

At the request of our client, **Sacyr Canada Inc., on behalf of LS Lakeshore Constructors** 200 – 2 International Boulevard, Toronto, ON M8W 1A2 Canada (the "Contractor"),

we, **BNP Paribas Sucursal en España**, with registered office in Calle Emilio Vargas 4, 28043 Madrid, Spain, Tax identification number W00111171, and for him and on his behalf Mrs. LETICIA RODRIGO ORTIZ and Mr. RODRIGO ARREDONDO CHOPITEA in virtue of sufficient powers of attorney conferred upon us on 11th January 2022 and 24th October 2024 before the Notary Public, Mr. Javier Navarro-Rubio Serres, under number 20 and 1.901 of his protocol respectively,

hereby issue in favour of **Metrolinx** an irrevocable standby letter of credit (the "Letter of Credit") in the amount of **SEVEN HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED EIGHTY-NINE CANADIAN DOLLARS AND THIRTY CENTS (CAD 733.389,30)**.

The amount available under this Letter of Credit is payable to Metrolinx, at any time and from time to time, upon (a) receipt by us of a written demand for payment, accompanied by a certificate signed by one officer of Metrolinx certifying that Metrolinx is entitled to draw on this Letter of Credit pursuant to Section 13.2]of the construction agreement dated February 10, 2021 (as amended from time to time, the "Agreement"), and (b) presentation of the original of this Letter of Credit.

This Letter of Credit will expire at 5:00 p.m. on 20/12/2025 (the "Expiry Date"), and Metrolinx may call for payment of any amount not previously drawn under this Letter of Credit at any time up to 5:00 p.m. on the Expiry Date should this Letter of Credit not be extended.

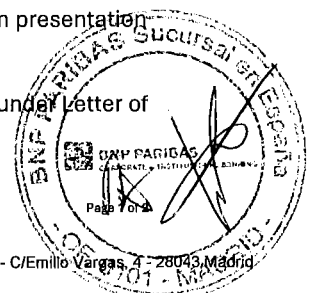
It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for one year from the expiration date hereof, or any future expiration date but not beyond **30/12/2026 (the "Final Expiry Date")**, unless, at least 30 days prior to any expiration date, we notify you, in writing, by courier, that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full outstanding amount hereunder by means of your demand.

Partial drawings are permitted.

We hereby agree that demands delivered under this Letter of Credit will be duly honoured upon presentation provided that all terms and conditions herein have been complied with.

Written demands drawn under this Letter of Credit shall state on their face that they are drawn under Letter of Credit.

Nº LC: 42.633/24





It is understood that BNP Paribas Sucursal En España is obligated under this Letter of Credit for payments of monies only.

The Agreement is referred to herein for reference purposes only and does not form part of the terms of this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce (ICC Publication No. 600) (the "UCP") with the exception of Articles 18-30 inclusive (other than Article 29a, which shall apply) and Articles 31b, 31c and 32 except to the extent, if any, inconsistent with the express terms of this Letter of Credit. Notwithstanding Article 36 of the UCP, if this Letter of Credit expires during an interruption of business as contemplated in such Article 36, we shall honour any demand made under this Letter of Credit prior to the Expiry Date, within 30 days after the date on which such interruption of business ends (and we shall notify you promptly when it does so end). For matters not covered by such publication, this Letter of Credit shall be governed by and construed in accordance with the laws of the Province of Ontario.

This guarantee was registered on this same date at the Special Register of Guarantees with N°. **42.633/24**.

Madrid, on 20/12/2024,

BNP PARIBAS SUCURSAL EN ESPAÑA
by proxy

Leticia Rodrigo Ortiz



Rodrigo Arredondo Chopitea



The Toronto-Dominion Bank

Global Trade Finance
77 King St. W, TD North Tower, 26th Floor
Toronto, Ontario M5K 1A2
Canada

Tel: 1-866-661-6466
SWIFT: TDOMCATTMTL

**Irrevocable
Standby Letter of Credit No.:
S109230**

Beneficiary:

Metrolinx
97 Front Street West
Toronto, ON M5J 1E6 Canada

Applicant:

Ledcor Industries Inc. on behalf of
LS Lakeshore Constructors
200 - 2 International Boulevard
Toronto, ON M9W 1A2 Canada

Date of Issue:

December 20, 2024

Date and Place of Expiry:

December 20, 2025 at our counter

Amount:

Not Exceeding CAD 1,100,083.93 One Million One Hundred
Thousand Eighty Three and 93/100 Canadian Dollars

Attn:

David Swanson
Director, Lakeshores and USRC
Capital Projects Group

Dear Sir/Madam:

RE: Regional Express Rail – Lakeshore East – West Corridor Expansion, Package C

At the request of our client, Ledcor Industries Inc. on behalf of LS Lakeshore Constructors (the "Contractor"), we, The Toronto-Dominion Bank, Global Trade Finance, 77 King St. W, TD North Tower, 26th Floor, Toronto, Ontario, M5K 1A2 Canada, hereby issue in favour of Metrolinx an irrevocable standby letter of credit (the "Letter of Credit") in the amount of CAD 1,100,083.93 (One Million One Hundred Thousand Eighty Three and 93/100 Canadian Dollars).

The amount available under this Letter of Credit is payable to Metrolinx, at any time and from time to time, upon (a) receipt by us of a written and dated demand for payment, accompanied by a certificate signed by one officer of



The Toronto-Dominion Bank

Metrolinx certifying that Metrolinx is entitled to draw on this Letter of Credit pursuant to Section 13.2 of the construction agreement dated February 10, 2021 (as amended from time to time, the "Agreement"), and (b) presentation of the original of this Letter of Credit.

This Letter of Credit will expire at 5:00 p.m. on December 20, 2025 (the "Expiry Date"), and Metrolinx may call for payment of any amount outstanding under this Letter of Credit at any time up to 5:00 p.m. on the Expiry Date should this Letter of Credit not be extended.

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for one year from the expiration date hereof, or any future expiration date but not beyond December 30, 2026 (the "Final Expiry Date"), unless, at least 30 days prior to any expiration date, we notify you, in writing, by courier, that we elect not to consider this Letter of Credit extended for any such additional period. Upon receipt by you of such notice, you may draw the full amount outstanding hereunder by means of your demand.

Partial drawings are permitted.

We hereby agree that demands delivered under this Letter of Credit will be duly honoured upon presentation provided that all terms and conditions herein have been complied with.

Written demands drawn under this Letter of Credit shall state on their face that they are drawn under Letter of Credit No. S109230

It is understood that The Toronto-Dominion Bank is obligated under this Letter of Credit for payments of monies only.

The Agreement is referred to herein for reference purposes only and does not form part of the terms of this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce (ICC Publication No. 600) (the "UCP") with the exception of Articles 18-30 inclusive (other than Article 29a, which shall apply) and Articles 31b, 31c and 32 except to the extent, if any, inconsistent with the express terms of this Letter of Credit. Notwithstanding Article 36 of the UCP, if this Letter of Credit expires during an interruption of business as contemplated in such Article 36, we shall honour any demand made under this Letter of Credit prior to the Expiry Date, within 30 days after the date on which such interruption of business ends (and we shall notify you promptly when it does so end). For matters not covered by such publication, this Letter of Credit shall be governed by and construed in accordance with the laws of the Province of Ontario and place of jurisdiction shall be Toronto, Ontario, Canada.

Yours very truly,

The Toronto-Dominion Bank

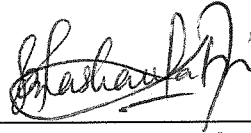
Regards,



The Toronto-Dominion Bank



Digitally signed
by Himanshu
Sardana
Date: 2024.12.20
10:24:02 -08'00'



Authorised Signature(s)

Sana Shaukat Ali
S7086

ORIGINAL