



Hamilton

Certificate of Substantial Performance

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

Contract: Stone Church and Garth (HDR05)
Reservoir and Valve House
Upgrades - Phase 1

Contract No: C13-30-19

Contractor: **E.S. Fox Ltd.**

Owner: City of Hamilton

We, R.V. Anderson Associates Limited (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
Phase 1 Completed Works	16	\$355,280.05

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

CONTRACT PRICE REVISED TO DATE \$ 6,866,299.38

Deduct:

.1 Total payments previously approved \$ 6,311,459.05

.2 Amounts paid out by the *Owner* on behalf of the *Contractor* \$ -

.3 Retention for maintenance security \$ 137,562.36

OR

.4 Alternative maintenance security provided (give particulars)

.5 *Consultant's* estimate of costs for uncompleted *Work* (see attached Progress Estimate) \$ 77,475.64

.6 *Consultant's* estimate of costs for deficiencies (see attached Deficiency List] \$ 18,000.00

.7 Holdback for Liens \$ -

Total Deductions \$ 6,544,497.05 \$ 6,544,497.05

Payable to Contractor after 60-day lien period expires \$ 321,802.33

Payment Certifier:

Kirk Worounig



Agent of the Owner (*Consultant*)

June 30, 2021

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*:

Kim Hull



Project Manager/Project Sponsor

June 30, 2021

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: 327 Stone Church Road West, Hamilton, Ontario (1)

This is to certify that the Contract for the following improvement: (2)
Stone Church and Garth (HDR05) Reservoir and Valve House Upgrades - Phase 1

known as Contract No. C13-30-19, to the above premises was (3)

substantially performed on 30-Jun-21 (4)

Date Certificate signed: 30-Jun-21 (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: E.S. Fox Ltd. (8)

Address for Service: 35 Godrich Road Unit 1-3, Hamilton, Ontario, L8E 4P2 (9)

Name of Payment Certifier: R.V. Anderson Associates Limited (10)

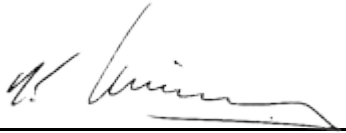
Address: 2001 Sheppard Avenue, Suite 300, Toronto, Ontario, M2J 4Z8 (11)

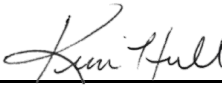
Identification of premises for preservation of liens:* _____ (12)

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:

Kirk Worounig 
Agent of the Owner (Consultant)

Kim Hull 
Owner (14)

*Strike out whichever is inapplicable