

Hamilton

Certificate of Substantial Performance

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

Contract: Main Wastewater Pumping Station
Upgrades at the Woodward Avenue
WWTP

Contract No: C13-60-16

Contractor: Maple Ball JV, a joint venture between Maple Reinders Constructors Ltd. and Ball Construction Ltd., jointly and severally

Owner: City of Hamilton

We, CH2M Hill Canada Limited & AECOM Canada Ltd. (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 *Works* have been completed and tested so as to fulfill the requirements of the *Contract* and of Sections 2(1) and (2) of the *Construction Lien Act* for *Substantial Performance of the Work*. The following deficiencies or uncompleted work are outstanding:

Number of additional sheets attached 12

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.
- 3.6 A declaration by the *Contractor* on the *Owner's* "Contractor's Statement of Compliance with Fair Wage Policy and Fair Wage Schedule" form confirming that the *Contractor* and its *Subcontractors* are in compliance with the Fair Wage Policy and Fair Wage Schedule.

- 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:

APPROX. FINAL CONTRACT PRICE \$ 86,058,764.10

Deduct:

- | | | |
|----|---|-------------------------|
| .1 | Total amounts paid by the
<i>Owner</i> to the <i>Contractor</i> | <u>\$ 74,798,517.64</u> |
| .2 | Amounts paid out by the
<i>Owner</i> on behalf of the
<i>Contractor</i> | <u>\$ -</u> |
| .3 | Retention for maintenance
security | <u>\$ 927,399.08</u> |

OR

- .4 Alternative maintenance security
provided (give particulars)

- | | | |
|----|--|------------------------|
| .5 | <i>Consultant's</i> estimate of costs
for uncompleted <i>Work</i> [in
accordance with Item 1.0 and
attached sheet(s)] | <u>\$ 1,667,106.60</u> |
| .6 | <i>Consultant's</i> estimate of costs
for deficiencies [in accordance
with Item 1.0 and attached
sheet(s)] | <u>\$ 251,750.00</u> |
| .7 | Holdback for Liens | <u>\$ -</u> |

Total Deductions	<u>\$ 77,644,773.32</u>	<u>\$ 77,644,773.32</u>
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Payable to Contractor after 45-day lien period expires	<u>\$ 8,413,990.79</u>
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Payment Certifier:

Kevin Stanton 
Agent of the Owner (Consultant)

Oct 03, 2022
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 in item 1.0 and attached sheet(s);
- 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 45-day lien period per Section 31 of the *Construction Lien Act*. Release of statutory holdback cannot be made before the expiry of such period.

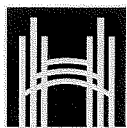
The *Contractor's* insurance is to be maintained either until the Certificate of Completion has been issued or until such time as the *Contractor* has been notified in writing that the *Owner* has arranged its own insurance coverage of the permanent work and the *Contractor* may discontinue the *Contractor's*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

Approved by Owner:


Plamen Nikolov/John Helka
Project Manager/Project Sponsor

OCTOBER 4, 2022
Date

SJH PD Plamen
Nikolov



Hamilton

Certificate of Substantial Performance

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

Community and Location: 700 Woodward Avenue, Hamilton, ON (1)

This is to certify that the Contract for the following improvement: (2)
Main Wastewater Pumping Station Upgrades at the Woodward Avenue WWTP

known as Contract No. C13-60-16, to the above premises was (3)

substantially performed on 31-Aug-22 (4)

Date Certificate signed: OCTOBER 4, 2022 (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: Maple Ball JV, a joint venture between Maple Reinders Constructors Ltd. and Ball Construction Ltd., jointly and severally (8)

Address for Service: 2660 Argentia Road, Mississauga, Ontario, L5N 5V4 (9)

Name of Payment Certifier: CH2M Hill Canada Limited & AECOM Canada Ltd. (10)

Address: 105 Commerce Valley Dr W, Thornhill, Ontario, L3T 7W3 (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:

Kevin Stanton (CH2M Hill Canada) K. Stanton
Agent of the Owner (Consultant)

FOR JOHN WOLKA (14)
Owner

SJH AP. Plamen
Nikolov

*Strike out whichever is inapplicable