

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

Construction Act

Regional Municipality of Halton

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

1151 Bronte Road, Oakville, ON L6M 3L1

(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:

Contract # R-3338A-22 450mm Dia. CSP Storm Sewer Replacement at Guelph Line and Harvester Road Intersection in the City of Burlington

(short description of the improvement)

to the above premises was substantially performed on **March 31, 2023**

(date substantially performed)

Date certificate signed: **August 4th, 2023**



(payment certifier where there is one)

Fadi Yousri
Digitally signed
by Fadi Yousri
Date: 2023.08.10
13:51:30 -04'00'

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

Name of owner: **Regional Municipality of Halton**

Address for service: **1151 Bronte Road, Oakville, ON L6M 3L1**

Name of contractor: **King Paving & Construction Ltd.**

Address for service: **3385 Harvester Road, P.O.Box 699, Burlington, ON L7R 3Y5**

Name of payment certifier (where applicable): **Cam Marianayagam, EXP Services**

Address: **1595 Clark Boulevard, Brampton, ON L6T 4V1**

(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:

Halton Regional Clerk via email: construction@halton.ca

(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)



SUBSTANTIAL PERFORMANCE CALCULATION TOOL

Purpose

As per General Condition GC 1.05.01.b, below is the calculation to verify the cost of completing outstanding work and deficiencies meets the criteria to grant Substantial Performance for the construction Contract.
Regional Project Manager shall use this tool to validate Contractor's application for Substantial Performance

Project #	
Contract #	R-3338-22
Contract Description	450mm Dia. CSP Storm Sewer Replacement at Guelph Line and Harvester Road Intersection in the City of Burlington
Draft Invoice #	
Date	August 4, 2023

Revised Contract Value (used for Substantial Performance 3-2-1 calculation)

Contract Price(excluding HST)	(1)	\$278,500.00
Contingency Allowance	(2)	\$43,000.00
Value of Approved Change Orders to Date	(3)	\$11,798.89
Revised Total Contract Price (does not include unused items or items with measured quantity over tender quantity)	(1)-(2)+(3)	\$247,298.89

Value of work completed

Less any reductions in quantities from contract	(4)	\$24,800.00
Add any overages in quantities from contract	(5)	\$8,900.00
Less any unused provisional items from contract	(6)	\$0.00
Less any work/quantities to be completed later	(7)	\$0.00
Value of work completed to date less Change Orders	(1)-(2)-(4)+(5)-(6)-(7)	\$219,600.00

Value of outstanding work and deficiencies

Estimated value of outstanding work	(8)	\$0.00
Estimated value of deficiencies	(9)	\$0.00
Total value of outstanding work and deficiencies (must be less than the total of 3-2-1 rule calculation set out below)	(8)+(9)	\$0.00

Substantial Performance 3-2-1 rule calculation

i. 3% of the first \$1,000,000 of the Revised Total Contract Price	(10)	\$7,418.97
ii. 2% of the next \$1,000,000 of the Revised Total Contract Price	(11)	\$0.00
iii. 1% of the balance of the Revised Total Contract Price	(12)	\$0.00
Maximum Allowable value of outstanding work and deficiencies	(10)+(11)+(12)	\$7,418.97

Is the total value of incomplete work and deficiencies less than the total of 3-2-1 rule calculation?	YES
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YES = Substantial Performance achieved
NO = Substantial Performance NOT achieved


As the estimated value of deficiencies and remaining outstanding work is less than the maximum allowable value (10)+(11)+(12), Contract R-3338-22 - 450mm Dia. CSP Storm Sewer Replacement at Guelph Line and Harvester Road Intersection in the City of Burlington meets the criteria for Substantial Performance as per General Condition GC 1.05.01.b



Project Number: **R-3338-22** Date: **August 7, 2023** Sheet 1 of 2

Description: **450mm dia. CSP Storm Sewer Replacement, Guelph Line/Harvester Road intersection**

Municipality: **Burlington**

Inspector:	Steven Mathewson	Signature:		Digitally signed by Steven Mathewson Date: 2023.08.10 08:13:46+04'00'	August 8, 2023
Operator on site:		Signature:		Date:	
Contract Administrator:	Camillus Marianayagam	Signature:	Camillus Marianayagam	Digitally signed by Camillus Marianayagam DN: cn=CA, o=CamillusMarianayagam@expcom, ou=EXP Services Inc., ou=Waterloo/Essex, cn=Camillus Marianayagam Date: 2023.08.07 16:05:41+04'00'	August 7, 2023

☐ Substantial Performance inspection

☐ **Completion inspection**

☐ Red line drawings have been submitted to Operations

[illegible]

Project Number:
Date:
Sheet 2 of

[illegible]

* #26,148.08

SUPPLEMENTARY GENERAL CONDITIONS
(OPSS.MUNI 100, November 2019)

ATTACHMENT C – FORM OF RELEASE

Release and Waiver of Contractor

Substantial Performance of Contract No. R-3338-22

IN CONSIDERATION of the release by The Regional Municipality of Halton ("Halton Region") to the Contractor of the statutory holdback (being \$ *) retained pursuant to the *Construction Act*, R.S.O. 1990 c. C.30 as amended (the "Act"), in respect of the Contract between:

Halton Region (Owner) and KING PAVING & CONSTRUCTION

In relation to the project known as 450 mm DIA. CSP STORM SEWER REPLACEMENT AT GUELPH LINE AND HARVESTER ROAD INTERSECTION CONTRACT: R-3338-22

The said Contractor hereby acknowledges it has achieved substantial performance of the above Contract on MARCH 31/23, as defined by the Act and further hereby waives, releases and forever discharges Halton Region, its servants, agents, employees, assigns, successors, administrators, officers, directors and elected officials from any and all claims, actions, liens, liabilities, demands, damages, losses, compensation or otherwise of whatever nature and kind at law or in equity whether actual, pending or potential, howsoever arising, relating to or in consequence of the said Contract which may have been or may hereafter be sustained by the Contractor, save and except for outstanding Work and the following matters arising out of subsection GC 3.13, Claims, Negotiations, Mediation and Interim Adjudication, as applicable:

Item No.	Claim Description	Upset Limit
1.		\$

The said Contractor agrees with all Contract quantities and prices as well as quantities and prices of all Changes in the Work, Additional Work or Extra Work performed by the Contractor on this Contract and is satisfied that all payments have been received in full for all Work performed with the exception of holdback monies properly retained by Halton Region.

The said Contractor confirms that no claim or lien exists in favour of any subcontractor and/or supplier of materials or labour in relation to the Contract.

The said Contractor hereby acknowledges and agrees that that this Release may be executed, scanned and transmitted electronically, with such scanned or electronic signatures having the same legal effect as original signatures.

DATED at BURLINGTON, this 4TH day of JULY, 2023.

KING PAVING & CONSTRUCTION LTD.

[Insert Contractor Full Legal Name]

Name: R.H. Hutter, P. Eng.,

Title: Vice President, Estimating

I have authority to bind the corporation.

Contractor's SUBSTANTIAL PERFORMANCE APPLICATION FORM

In accordance with the contract requirements, I/We **King Paving & Construction Ltd.** hereby apply for Certificate of Substantial Performance.

1. PROJECT INFORMATION

Contract #	R-3338-22
Project Description	450mm Dia. CSP Storm Sewer Replacement at Guelph Line and Harvester Road Intersection in the City of Burlington
Consultant	EXP Services Inc.
Contractor	King Paving & Construction Ltd.

2. SUBSTANTIAL PERFORMANCE SUPPORTING DOCUMENTS CHECKLIST

- ☒ Itemized list of outstanding work *NONE*
- ☒ List of deficiencies *NONE*
- ☒ Release Form (SGC – Attachment C) ✓
- ☒ Statutory Declaration ✓
- ☒ WSIB Certificate of Clearance ✓

*For Facilities projects only:

- ☒ Submission of all data, operating instructions, maintenance manuals, record drawings, spare parts and materials, evidence of all tests, instructions to the Region staff, etc. to enable the Region to operate the facility

3. SIGNATURES

Title	Name	Signature	Date
Contractor <i>King Paving</i>	<i>R. Hutter</i>	<i>[Signature]</i>	<i>Aug 4 / 23</i>

@ 1.0176%

(\$23,647.15)

DESCRIPTION OF WORK AND LOCATION

To provide award of the construction contract for 450mm Dia. CSP Storm Sewer Repair/Replacement at Guelph Line (Reg. Rd. 1) and Harvester Road Intersection, in the City of Burlington

REGIONAL MUNICIPALITY OF HALTON
PAYMENT CERTIFICATE SUMMARY

Contractor: King Paving & Construction Ltd.

Address:

3385 Harvester Road
Burlington, ON
L7R 3Y5

Telephone: 905-539-2995 / Fax: 905-333-3730

Contract No: R-3338A-22
Tender Published Date: July 5, 2022
Contract Amount: \$278,500.00
Percent Complete ^(a): 83%
Certificate No: 2
Period Ending: March 30, 2023
Vendor No: 160004
Purchase Order No: 4900000801

Summary of Costs to date and Current Payment	
Total	\$231,398.89
Gross Value of Work Done to Date ⁽²⁾	(\$23,139.89)
Less Statutory Holdback	\$0.00
Release Statutory Holdback	\$0.00
Less Deficiency Retainer	\$0.00
Release Deficiency Retainer	\$0.00
Less Warranty Security	\$0.00
Release Warranty Security	\$0.00
Total pre-tax Balance to date	\$208,259.00
Less: Previous Payments	(\$202,379.90)
Pre-Tax Balance current payment	\$5,879.11
HST	\$ 764.28
Less Liquidated Damages (to project)	\$0.00
Less Lien (company name) (to holdback)	\$0.00
Net Amount Payable this Certificate	\$6,643.39

Prepared by: C. Torriano

Date: May 11, 2023

DocuSigned by:

Fadi Yousri
08FE6388FE9402...

Authorized by:

May 12, 2023

DocuSigned by:

Naveen Prakash
BEE75648E4A9414...

Authorized by:

May 12, 2023

DocuSigned by:

Marek Braczek
9B0127570520449...

Authorized by:

Marek Braczek [Director]

May 11, 2023

Fadi Yousri

Fadi.Yousri@halton.ca

Fadi Yousri [PM]

May 12, 2023

Naveen Prakash

Naveen.Prakash@halton.ca

Naveen Prakash [SPA]

May 12, 2023

Marek Braczek

Marek.Braczek@halton.ca

Marek Braczek [Director]

DISTRIBUTION FOR ACCOUNTING PURPOSE ONLY					
Project	PO Line #	Tax Code	GR Period Gross (Pre-Tax)	HoldBack Release	IR Net Payment
13900 - R3338A	1	PH	\$6,532.34	(\$653.23)	\$5,879.11
	2	PH	\$0.00	\$0.00	\$0.00
	3	PH	\$0.00	\$0.00	\$0.00
	4	PH	\$0.00	\$0.00	\$0.00
	5	PH	\$0.00	\$0.00	\$0.00
	6	PH	\$0.00	\$0.00	\$0.00
	7	PH	\$0.00	\$0.00	\$0.00
TOTAL			\$6,532.34	(\$653.23)	\$5,879.11
Lien amount against property (on hold)/released (IR in G/L) ⁽¹⁾					
4060899		EX			\$0.00
Liquidated Damages (IR in G/L)					
93670-XXXXX		EX		(enter as negative)	\$0.00
HST			GR# 5001026668	DS AG	\$764.28
Amount Payable this Certificate					\$6,643.39

(1) Please note that Lien amounts are exempt from GST/HST and are held in G/L account 4060899 with zero impact to the Purchase Order. Liquidated Damages are revenue exempt from GST/HST and are applied directly to the project with zero impact to the Purchase Order.

(2) Note the HST cost of 1.76% of the Net Amounts paid (Gross less Holdbacks) to the contractor is not included in the YTD PC value shown.

(3) Project % of Completion. Gross costs incurred to date divided by Contract Amount.

PAYMENT DATE: 2023-05-19

LEGAL DESCRIPTION:

Guelph Line and Harvester Road, Burlington

For Accounting Use: Construction Log checked Y / N

YEAR END ACCRUAL POLICY:

No Accrual Necessary: X

Fiscal Year of Expense: 2023

Accrual Journal Entry:

Signature:

DS

CT

C.T.

40-985710

DS

AG

Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

CCDC 9A – 2018

To be made by the Contractor as a condition for either

- ☐ second and subsequent progress payments; or
☒ release of holdback.

Application for payment number 2
dated Mar 31, 2023 is the last
application for payment for which the Contractor has
received payment.

Information Appearing in the Contract Documents

Name of Project

450mm Dia. CSP Storm Sewer Replacement at Guelph Line and Harvester
Road Intersection in the City of Burlington

Date of Contract: September 6, 2022

Name of Owner

Regional Municipality of Halton

Name of Contractor

King Paving & Construction Ltd.

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in Burlington this 13th day of June in the year 2023
City/Town and Province

Bill Adams

Name

Director of Finance and Administration

Title

Sherry Lynn Hankinson, a Commissioner, etc., Province of Ontario

for King Paving & Construction Ltd.

Expires December 7, 2024.

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Signature

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 – 2018 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC
9
2018

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Canadian Construction Documents Committee

Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj- mmm-aaaa)
KING PAVING & CONSTRUCTION LTD. / CONSTRUCTION DIVISION	107-3385 HARVESTER RD, BURLINGTON, ON, L7N3N2, CA	237310: Highway, street and bridge construction 237110: Water and sewer line and related structures construction	A0000IK6XC	20-May-2023 to 19-Aug-2023

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

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