

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

The Regional Municipality of York

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

Major Mackenzie Drive between Weston Road and Pine Valley Drive, in the City of Vaughan

(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 No. T-16-127 (2023 Term) - Supply and Installation of Various Plant Material and the Associated Establishment
Activities

(short description of the improvement)

to the above premises was substantially performed on November 1, 2023.

(date substantially performed)

Date Certificate Signed: November 22, 2023

(payment certifier where there is one)

Angie Hutnick
(owner, where there is no payment certifier)

Ashley Hamer
(contractor, where there is no payment certifier)

Name of owner: The Regional Municipality of York

Address for service: Office of the Regional Clerk, 17250 Yonge Street, Newmarket, ON, L3Y 6Z1; regionalclerk@york.ca

Name of contractor: Titanium Contracting Inc.

Address for service: 550 Bowes Road, Concord, ON L4K 1K2

Name of payment certifier (where applicable):

Address:

(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:

The Regional Municipality of York, Office of the Regional Clerk, 17250 Yonge Street, Newmarket, ON L3Y 6Z1;
regionalclerk@york.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)

CERTIFICATE OF TOTAL PERFORMANCE OF THE CONTRACT

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

CONTRACT NO. T-16-127 (2023 Term)

for

Supply and Installation of Various Plant Material and the Associated Establishment Activities on
Major Mackenzie Drive between Weston Road and Pine Valley Drive, in the City of Vaughan

was totally performed on:

November 1, 2023

The Regional Municipality of York

Titanium Contracting Inc.



Name: Laura Szeptycki

Title: Horticulture Coordinator

Name: Ashley Heeman

Title: President

FULL AND FINAL RELEASE

IN THE MATTER OF a contract for Supply and Installation of Various Plant Material and the Associated Establishment Activities on Major Mackenzie Drive between Weston Road and Pine Valley Drive, in the City of Vaughan, known as Contract No. T-16-127 (2023 Term), entered into between The Regional Municipality of York (the "Region") and Titanium Contracting Inc. (the "Contractor"). Completed for the Contract Price of 1,366,835.88 (exclusive of tax).

KNOW ALL MEN BY THESE PRESENTS THAT the Contractor, on its own behalf and on behalf of its Subcontractors, and their respective heirs, executors, administrators, successors and assigns, as the case may be (the "Releasor"), for and in consideration of the payment or promise to pay the statutory holdback under the above-mentioned contract and for other good and valuable consideration, hereby remises, releases and forever discharges the Region, and its directors, officers, council members, partners, employees, agents, assigns and successors (the "Releasee"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which the Releasor ever had, now has, or may have by reason of the above-mentioned contract, save and except any claim which the Releasor has arising out of:

1. Claims pursuant to GC8 – Disputes and Disputes made prior to Total Performance of the Contract and still unsettled, as listed in the attached "Schedule of Outstanding Claims"
2. The retention by the Region of the maintenance holdback, if applicable

With respect to item 1, the Contractor acknowledges and agrees that none of the claims listed in the attached "Schedule of Outstanding Claims" have been admitted, acknowledged or accepted by the Region as valid claims. The Contractor further acknowledges that nothing in this Release prevents or estops the Region from disputing the validity, timeliness and quantum of the claims listed therein.


Dated this 10th day of November, 2023

WITNESSED BY:

SIGNED, SEALED AND DELIVERED


Name: Ashley Piro

CONTRACTOR


Name: Ashley Heerman (Seal)
Title: President

Name:

Name:

(Seal)

Title:

I/We have authority to bind the corporation

SCHEDULE OF OUTSTANDING CLAIMS

[illegible]

STATUTORY DECLARATION OF COMPLETION OF CONTRACT AND PAYMENT OF ACCOUNTS

) IN THE MATTER OF
) THE REGIONAL MUNICIPALITY OF YORK
) CONTRACT NO. T-16-127 (2023 Term)

TO WIT:

I, Ashley Heerman of Titanium Contracting Inc.
(name)

DO SOLEMNLY DECLARE:

1. That I am the President of Titanium Contracting Inc.,
(title or position)

the Contractor referred to herein, and as such have knowledge of the facts herein declared.

2. That Titanium Contracting Inc. entered into Contract No. T-16-127 (2023 Term) with The Regional Municipality of York (the "Region") for the supply of the following services and/or materials:

Supply and Installation of Various Plant Material and the Associated Establishment Activities on Major Mackenzie Drive between Weston Road and Pine Valley Drive, in the City of Vaughan

3. That the supply of all services and materials required to be furnished under the contract has been completed in an acceptable manner.

4. That the date of last supply of services and/or materials under the contract was November 1, 2023
(date of last supply)

5. No further services or materials will be supplied under the contract.

6. That all assessments and levies under the Employment Standards Act, the Workplace Safety and Insurance Act or other social or labour legislation in respect of said contract have been duly paid, and the work is free of all liens and encumbrances.

7. That all claims for damage to property or injury to persons in respect of said contract, and of which the above named contractor has received notice, have been fully paid or settled.

8. That all accounts for labour, subcontracts, Products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the performance of the work under the contract, and for which the Region might in any way be held responsible, have been duly paid except for statutory and contractual holdback monies properly retained.

And I make this declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me in Vaughan this 10 day of November,
(City/Town and Province)
in the year 2023.

Ashley Heerman
Signature of Declarant

Ashley Victoria Piro
(A Commissioner for Oaths, Notary Public, etc.)

Ashley Victoria Piro, a Commissioner, etc.,
Province of Ontario, for Titanium Contracting Inc.
and its associated companies.
Expires January 11, 2026.



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)
TITANIUM CONTRACTING INC.	550 BOWES RD, CONCORD, ON, L4K1K2, CA	007050: Non-Exempt Partners and Executive Officers in Construction - G5 238910: Site preparation contractors 561730: Landscaping services	A0000IUC1C	20-Nov-2023 to 19-Feb-2024

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

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca