

December 18, 2023

Project No. 221267

Maggie McAuley, P.Eng.
Municipal Services and Design Engineer
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Re: Contract 2023-2E – Wemyss Street Reconstruction
Substantial Performance

Dear Ms. McAuley,

Please find attached a certificate of substantial performance based on the completion of the watermain, sewers, curb work, sidewalks, and base asphalt course. Restoration remains incomplete due to the onset of winter conditions which we have contractually deferred to the 2024 construction season.

Remaining work for the contract is limited to surface course asphalt and landscaping. Surface course asphalt was specified to be laid in 2024. Due to this the contractor has met the definition of substantial performance. Avery Construction Ltd. has diligently worked to complete the project within the specified time frame and we therefore recommend the granting of substantial completion.

Avery Construction Ltd. will continue to work until the site is in condition to be left until the 2024 season.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Regards,



Dan Bertolo,
Engineering Technologist

DB/le

Encls.

c.c. Adam Lyons, Avery Construction Ltd.
Corey Smith, City of Sault Ste Marie



**CERTIFICATE OF SUBSTANTIAL PERFORMANCE
CONTRACT 2023-2E**

Wemyss Street Reconstruction

This is to certify that the contract for the following: **Wemyss Street Reconstruction**

| | |
|---|--|
| Was substantially performed on: | November 22, 2023 |
| Date Certificate Signed: | November 23, 2023 |
| Name of Owner: | The Corporation of the City of Sault Ste. Marie. |
| Address for Service: | 99 Foster Drive Sault Ste. Marie, ON P6A 5N1 |
| Name of Contractor: | Avery Construction Limited |
| Address of Service: | 940 Second Line W., Sault Ste. Marie, Ontario, P6B 4K2 |
| Name of Payment Certifier: | Dan Bertolo, TULLOCH |
| Address of Certifier: | 71 Black Road, Unit 3 Sault Ste. Marie, Ontario P6C 2L3 |
| Office to which Claim for Lien and Affidavit must be given to Preserve Lien: | TULLOCH 71 Black Road, Unit 3 Sault Ste. Marie, Ontario P6B 0A3 |

A handwritten signature in black ink, appearing to read 'Dan Bertolo'.

Dan Bertolo
Engineering Technologist
TULLOCH

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 7
dated October 25, 2023 is the last
application for payment for which the Contractor has
received payment.

Information Appearing in the Contract Documents

Name of Project

Wemyss Street

Date of Contract: May 2023

Name of Owner

City of SSM

Name of Contractor

Avery Construction

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 Sault Ste Marie, ON this 22 day of November in the year 2023
City/Town and Province

Adam Lyons

Name

Director

Title

Signature

Karen Marie Mueller
a Commissioner, etc., Province of Ontario,
for Sault Ste. Marie Construction Association.
Expires April 30, 2022

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

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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CCDC

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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-mmm-yyyy) / Période de validité (jj- mmm-aaaa) |
|--|--|---|--|--|
| AVERY CONSTRUCTION LIMITED | 940 SECOND LINE WEST, SAULT STE MARIE, ON, P6C2L3, CA | 113311: Logging (except contract) 212323: Sand and gravel mining and quarrying 237110: Water and sewer line and related structures construction 238910: Site preparation contractors 484121: General freight trucking, long distance, truck-load | A0000IWN53 | 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