



Certificate of Substantial Performance

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

Contract: Secondary Plant upgrades, new
Tertiary Treatment Facility,
new Chlorine Contact Tank and
modifications to Red Hill Creek

Contract No: C13-71-18

Contractor: NORTH AMERICA CONSTRUCTION (1993) LTD. and REIMAR
CONSTRUCTION CORPORATION, jointly and severally

Owner: City of Hamilton

We, CH2M HILL Canada 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 *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:

- See attached Master Deficiency List (2 pages)
- See attached Master Outstanding Scope Log (1 page)
- In addition to those items on attached documents Outstanding Base Scope items to be completed
after Substantial Performance include:
 - Demobilization
 - Final Tie-In to permanently decommission the old secondary effluent channels
 - Road reconstruction associated with Tie-In
 - Final Landscaping
 - Miscellaneous Division 1 Contractor General Requirements efforts
 - Final Efforts related to the 180 calendar day Performance Test period of the Pre-Purchased Disc Filter
System
 - Final Installation and Commissioning of the Dry Polymer Makedown System
 - Final Commissioning and Documentation of the HVAC systems in the tertiary Treatment Facility

Number of additional sheets attached 3

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
		N/A

5.0 The payment to become due is derived as follows:

*Approximate/Final Contract Price \$ 186,109,362.96

Deduct:

.1 Total payments previously approved \$ 162,555,726.16

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

.3 Retention for maintenance security \$ 1,913,435.13

OR

.4 Alternative maintenance security provided (give particulars)

.5 *Consultant's* estimate of costs for uncompleted *Work* [in accordance with Item 1.0 and attached sheet(s)] \$ 3,198,900.41

.6 *Consultant's* estimate of costs for deficiencies [in accordance with Item 1.0 and attached sheet(s)] \$ 166,950.00

.7 Holdback for Liens \$ 0

Total Deductions \$ 167,835,011.70 167,835,011.70

Payable to Contractor after 45-day lien period expires \$ 18,274,351.26

Payment Certifier:

Ron Rae



Agent of the *Owner* (*Consultant*)

17-Apr-24

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*:

Nathan Reicheld



Project Manager/Project Sponsor

April 17, 2024

Date



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 Ave., Hamilton, ON L8H 6P4 (1)

This is to certify that the Contract for the following improvement: (2)

Secondary Plant upgrades, new Tertiary Treatment Facility, new Chlorine Contact Tank and modifications to Red Hill Creek at the Woodward Ave. Wastewater Treatment Plant

known as Contract No. C13-71-18, to the above premises (3)

was substantially performed on 15-Apr-24 (4)

Date Certificate signed: April 17, 2024 (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: NORTH AMERICA CONSTRUCTION (1993) LTD. and REIMAR CONSTRUCTION CORPORATION, jointly and severally (8)

Address for Service: 21 Queen Street, Morriston, ON NOB 2C0 (9)

Name of Payment Certifier: CH2M HILL Canada Limited (10)

Address: 245 Consumers Road, 4th Floor, Toronto, ON M2J 1R3 (11)

Identification of premises for preservation of liens:* Woodward Ave. Wastewater Treatment Plant (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:

Ron Rae
Agent of the Owner (Consultant)

[Signature]
Owner (14)

*Strike out whichever is inapplicable

INSTRUCTIONS

1. The Certificate of Substantial Performance is to be issued when the *Contract* has been substantially performed to meet the requirements of the *Contract Documents* and Section 2(1) and (2) of the *Construction Lien Act*, and the *Contractor* has submitted satisfactory documentation as required by the *Contract Documents*.
2. The *Consultant* is to complete and send to the Owner's Project Manager for approval one (1) original copy of this Certificate, together with all required documentation, within seven (7) days of establishing the date of substantial performance.
3. If the *Contractor* has added any qualification to the Contract Release, this should be referred to, and entered in Item 3.3.
4. If the Final Contract Price is known at the time that this Certificate is prepared, delete the word "Approximate" from Item 5.0.
5. The instructions for completing page 4 of the Certificate are as follows:
 - (1) Insert community, if applicable, and street address or location.
 - (2) Insert short description of the improvement.
 - (3) Insert *Contract* number.
 - (4) Insert date of *Substantial Performance of the Work*.
 - (5) Consultant to leave blank. The *Owner* will complete.
 - (6) The *Owner* is the City of Hamilton.
 - (7) Address for the *Owner* is City Clerk, 71 Main Street West, 1st Floor, Hamilton,
 - (8) Insert name of *Contractor*.
 - (9) Insert address of *Contractor*.
 - (10) Insert name of *Consultant*.
 - (11) Insert address of *Consultant*.
 - (12) If premises is NOT owned by the City of Hamilton, is NOT a public street or highway, or is NOT a railway right-of-way, insert the lot and plan or the instrument registration number.
 - (13) For Provincially owned works, if premises is owned by the City, is a public street or highway, or is a railway right-of-way, insert "Clerks Department, City of Hamilton" and office address (City Clerk, 71 Main Street West, 1st Floor, Hamilton, ON L8P 4Y5)
 - (14) Consultant to sign on left; the *Owner* (usually the *Owner's* Project Manager) on the right. At the same time, the *Owner* will insert the date of signing on line (5).
6. The *Owner* will provide a copy of the approved page 4 to the *Consultant* for distribution to the *Contractor*. The *Contractor* will arrange for publication in the Daily Commercial News (or other construction trade newspaper). The *Contractor* shall provide a copy of the publication to the *Consultant* who will in turn provide a copy to the *Owner's* Project Manager. The 45-day lien period commences on the date of publication.
7. Subject to the provisions of the *Construction Lien Act* and of the *Contract* and after the expiry of the 45-day lien period, the *Owner* will release to the *Contractor* the statutory hold-back.