

May 23, 2024



To: Moses Dogo, T.A.A. Construction Incorporated
From: Firas Al Jandali, MBA, PMP, Aquafor Beech Limited
CC: Luke Martin, C.E.T., City of Waterloo
Re: Sediment Clean-Out & Maintenance Works at Ponds 1 and 42, Contract No. RFT23-22 Certification of Substantial Performance

Dear Moses,

On Behalf of the City of Waterloo, we are writing in response to your May 09, 2024 application for Certification of Substantial Performance for the above-referenced contract between T.A.A. Construction Incorporated and the City of Waterloo. Upon review of your application, we are pleased to present you with the attached Certificate of Substantial Performance. Please note that Warranty period for the completed works under the contract started following the Substantial Performance date (i.e. December 04, 2023), except for the seeding works, for which the warranty period started on May 09, 2024, as the seeding works were done in the fall and accepted in the following spring as per SP26 of the Contract.

As required by the Section 32(1) Paragraph 5 of the Construction Lien Act, R.S.O. 1990, c.C.30, as amended, you are now required to publish a copy of the certificate in the Daily Commercial News pursuant to the conditions of the Act.

As per clause GC 8.02.04.05.03 of the OPSS MUNI's General Conditions of Contract, the Substantial Performance Statutory Holdback Release Payment Certificate shall be due 61 Days after the date of publication of the Certificate of Substantial Performance subject to the provisions of the Construction Lien Act and submission by the Contractor of the following documents:

- (a) a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
- (b) proof of publication of the Certificate of Substantial Performance

Also, prior to release of the holdback, the City will require a Statutory Declaration regarding payment of accounts and Release and Waiver of Contractor.

Please note that the cost of the concrete repair works to be done by the City, to restore the cracked curb and sidewalk at Pond 1 and Pond 42 to their pre-construction conditions (items 3, 4, 6, & 7 in the Deficiency list), will be deducted from the holdback release payment.

Should you have any questions regarding this matter, please contact us.

Best Regards,

Firas Al Jandali
Deputy Contract Administrator

AQUAFOR BEECH LIMITED
aljandali.f@aquaforbeech.com

Attachments:

- Certificate of Substantial Performance
- Deficiency list, Outstanding list, and Confirmation of Substantial Performance
- Release and Waiver of Contractor Form
- T.A.A.'s application for Certification of Substantial Performance

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

Construction Act

The Corporation of the City of Waterloo, Province of Ontario

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

Pond 1: 235 Baker St. and Pond 42: Near 526 Brookmill Cres., City of Waterloo

(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:

Sediment Clean-Out & Maintenance Works at Ponds 1 and 42 , Contract No. RFT23-22

(short description of the improvement)

to the above premises was substantially performed on **December 04, 2023**

(date substantially performed)

Date certificate signed: **May 23, 2024**

(payment certifier where there is one)

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

Name of owner: **The Corporation of the City of Waterloo**

Address for service: **Waterloo City Centre, 100 Regina St. S., PO Box 337 STN Waterloo , Waterloo, ON N2J 4P9**

Name of contractor: **T.A.A. Construction Incorporated**

Address for service: **43 Humber Trail, Bolton, ON L7E 0B2**

Name of payment certifier (where applicable): **Aquafor Beech Limited**

Address: **55 Regal Road, Unit 3 Guelph, ON N1K 1B6**

(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 Corporation of the City of Waterloo

(if the lien does not attach to the premises, the name and address of the person or body to whom the claim for lien must be given)



Engineering & Construction Services

DEFICIENCY LIST

Page 1 of 1 | Inspector: MH | Date:2024-05-23 | Contract No. RFT23-22

Contractor: TAA

Contract Administrator: Will Cowlin | Location: Brookmill Cres(42) and Baker St(1) Ponds

Item	Date	Location	Description	Cost	Accepted	
					By	Date
1	2023-11-13	Pond 1	Rip rap inlet pipe treatment stability is currently sufficient, TAA agreed to monitor and address stability issues during warranty period if necessary	\$ 1,000.00		
2	2023-11-13	Pond 42	Aquatics planting numbers insufficient - Aquafor and TAA to monitor seeding and aquatics, TAA will address any seeding and planting issues at end of the first year of warranty			
3	2023-11-13	Pond 1	Cracked Side walk to be returned to precon condition (2 segments) - City to repair and cost to be covered by T.A.A	\$ 1,185.00		
4	2023-11-13	Pond 1	Cracked curb to be returned to precon condition (7m) - City to repair			
5	2023-11-13	Pond 42	Snapped rogers cable to be repaired		MH	2023-12-04
6	2023-11-13	Pond 42	Cracked side walk to be returned to precon condition (3 segments) - City to repair	\$ 866.85		
7	2023-11-13	Pond 42	Cracked curb to be returned to precon condition (1m) - After site walk it was agreed to change curb repair from 6m to 1m - City to repair			
8	2023-12-04	Pond 42	Unsatisfactory and missing areas of sod - TAA to clean and sod areas adjacent to access trail	\$ 600.00		
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
Total				\$	3,651.85	



Engineering & Construction Services

OUTSTANDING LIST

Page 1 of 1 | Inspector: MH | Date:2024-05-23 | Contract No. RFT23-22

Contractor: TAA

Contract Administrator: Will Cowlin | Location: Brookmill Cres(42) and Baker St(1) Ponds

Item	Date	Location	Description	Cost	Accepted	
					By	Date
1	2023-11-13	Pond 42	Cap for Open Pipe to be Purchased and Installed			
2	2023-11-13	Pond 42	Fence T-Bars to be removed		MH	2023-11-20
3	2023-11-13	Pond 42	Terra Seeding, Straw Matting and Hydro Seeding to be Completed		MH	2023-11-20
4	2023-11-13	Pond 1	Signage to be cleaned and reinstalled (good enough condition no replacement needed)		MH	2023-11-20
5	2023-11-13	Pond 1	Post construction CCTV to be completed - City to complete, No payment under Line Item C-7 will be provided to T.A.A.			
6	2023-11-13	Pond 1	Terra Seeding on bare areas to be installed		MH	2023-11-20
8	2023-11-13	Pond 42	Supply and Install Staff Gauge - Staff gauge to be installed at concrete inlet headwall	\$ 2,650.00		
9	2023-12-04	Pond 42	Locate missing valve - City to locate missing valve			
10						
11						
12						
13						
14						
15						
16						
Total				\$	2,650.00	

Confirmation of Substantial Performance

Contract Number: RFT23-22

Tender Call Number: RFT23-22

Enter Value of Remaining Work, Including Deficiencies **\$ 6,301.85**

Contract Price, Exclusive of Taxes **\$ 696,273.78**

Construction Act

Contracts, substantial performance and completion

When contract substantially performed

2. (1) For the purposes of this Act, a contract is substantially performed

(a) **YES**
 when the improvement to be made under that contract or a substantial part thereof is ready for use or is being used for the purposes intended; and

(b) when the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,

- (i) 3 per cent of the first \$1,000,000 of the contract price, \$20,888.21
- (ii) 2 per cent of the next \$1,000,000 of the contract price, and \$0.00
- (iii) 1 per cent of the balance of the contract price. \$0.00

Total Subsection (b) \$20,888.21

Improvement Value (b) vs. Deficiencies \$14,586.36

Substantial Performance Achieved? **Yes**

Idem

2. (2) For the purposes of this Act, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the owner and the contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance.

Project Lead: Luke Martin

Telephone : 519-886-1550 ext. 78247

Date: 16-May-24

NOTE: A copy of the latest deficiency list with values for outstanding work is to be attached to this sheet. This sheet is to accompany the Certificate of Substantial Performance.

Release and Waiver of Contractor

**Re: Statutory Holdback Release Payment
Contract No. RFT23-22**

IN CONSIDERATION of the release by City of Waterloo to the Contractor of the statutory holdback retained pursuant to the *Construction Lien Act, R.S.O. 1990*, as amended, in respect of the Contract between

City of Waterloo and T.A.A. Construction Inc.,
(Contractor)

in relation to the project known as Sediment Clean-Out & Maintenance Works at Ponds 1 and 42,

the said Contractor hereby acknowledges it has achieved substantial performance of the above Contract on December 04, 2023, as defined by the *Construction Lien Act, R.S.O. 1990*, as amended, and further hereby waives, releases and forever discharges the City of Waterloo, its successors and assigns, from any and all claims, actions, liabilities and demands whatsoever, for damages, losses, compensation or otherwise, 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 claims related to work not yet performed and/or claims of the Contractor properly submitted in accordance with GC 3.14.03 of the Contract in writing.

DATED at _____, this _____ day of _____, 20__.

Legal Name of Company

By: _____

Name:

Title:

I have authority to bind the corporation.

aljandali.f@aquaforbeech.com

Subject: FW: Ponds 1 and 42 - Spring Walkthrough

From: Moses <moses@taainc.ca>
Sent: May 9, 2024 4:04 PM
To: holysh.m@aquaforbeech.com
Cc: Ryan Wood <ryan@taainc.ca>; 'Will Cowlin' <cowlin.w@aquaforbeech.com>; 'Luke Martin' <Luke.Martin@waterloo.ca>; Precy Velasco <precy@taainc.ca>
Subject: RE: Ponds 1 and 42 - Spring Walkthrough

Thanks, Martin.

@Will Cowlin, as discussed at the meeting, could you forward form 5 or any other document to enable us to apply for the 10% Statutory holdback?

Thank you.

Moses Dogo. B-Tech., MBA, MSc.IB (B.C)

Vice President.



Direct: (647) 524-2329

Office: (647) 655-1926

www.taainc.ca

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From: holysh.m@aquaforbeech.com <holysh.m@aquaforbeech.com>
Sent: Thursday, May 9, 2024 3:56 PM
To: 'Will Cowlin' <cowlin.w@aquaforbeech.com>; 'Luke Martin' <Luke.Martin@waterloo.ca>; Moses <moses@taainc.ca>; 'Patrick Van' <patrick@taainc.ca>; Ryan Wood <ryan@taainc.ca>
Subject: RE: Ponds 1 and 42 - Spring Walkthrough

Hi All,

Attach see the updates to the deficiency and outstandings lists as discussed in today's site meeting.

Thank you,

Martin Holysh
Aquafor Beech Ltd
55 Regal Road, Unit 3
Guelph, ON N1K 1B6