

IBI GROUP

August 22, 2024

Our reference: 139330

Shawn Aguiar, Project Manager
Lakeside Contracting Company Limited

Re: Certificate of Substantial Performance, 2022-508T - Watermain and Sanitary Sewer Replacements on Various Streets in Mississauga, Project 22-1310 Assignment E and Project 18-2300 Assignment P, City of Mississauga

Mr. Shawn Aguiar,

July 29th, 2024 has been set as the date of substantial performance for the above referenced work performed by Lakeside Contracting Company Limited. Please arrange for advertising this certificate in the Daily Commercial News (DCN) at your earliest convenience.

Per GC 8.02.04.05 Substantial Performance Payment and Substantial Performance Statutory Holdback Release Payment Certificate the statutory holdback shall be due 61 days after the date of publication of the Certificate of Substantial Performance but subject to the provisions of the Construction Lien Act and the submission by the Contractor of the following documents:

- a) Certificate of Clearance from the Workplace Safety and Insurance Board;
- b) Proof of publication in the DCN of the Certificate of Substantial Performance;
- c) Signed and sealed Statutory Declaration; and
- d) Form of Release at Substantial Performance of the Work, releasing the Region from all further claims relating to this Contract.

Preliminary Acceptance for this project will only be given after all contract items have been completed and any deficiencies rectified. The maintenance period will commence upon the date of Preliminary Acceptance. You are required to guarantee the works for a full 24 months after their completion and acceptance by the Region of Peel.

Sincerely,
Arcadis



André Hollingsworth, P.Eng., M.Eng.
Contract Administrator

Attachments:

- Inspection for Preliminary Galena Cres, Kristin Gr, Green Meadow Cres, Hyacinthe Blvd, Nadine Cres, Fairview Rd, City of Mississauga
- Form 9: Certificate of Substantial Performance of the Contract Under Section 32 of the Act
- Form of Release at Substantial Performance of the Work

To: Steve Mahaney

Date: August 22, 2024

From: Ryan Luby

Subject: Inspection for Preliminary
Galena Cres, Kristin Grove,
Green Meadow Crescent
Hyacinthe Blvd, Nadine Cres,
Fairview Rd
City of Mississauga

CC: Michael Torchia
Walid Bhunnoo
ZZG Capital

Our File: 22-1310E
PM: Nidal Dhailieh

**An Inspection for Preliminary Acceptance has been completed on this project
to document deficiencies at and around Region Water Assets
(WSB, MVB, HVB, VC, Hydrants and branch valves)**

- Stop bars on Fairview @ Palgrave
- 284 Fairview Rd, Interloc driveway at temp curb
- Cut off Grout pipes at Hyacinthe and Bloor St and restore
- Repair ponding area at Galena Cres
- Replace asphalt driveway apron at 3552 Nadine Cres.

Ryan Luby
Construction Technician
Public Works/Operation Support

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

Construction Act

The Regional Municipality of Peel

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

Fairview Rd. W., Galena Cres., Green Meadow Cres., Hyacinthe Blvd., Kristin Gr., and Nadine Cres.

(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:

2022-508T - Watermain and Sanitary Sewer Replacements on Various Streets in Mississauga, Project 22-1310 Assignment E and Project 18-2300 Assignment P, City of Mississauga

(short description of the improvement)

to the above premises was substantially performed
on

July 29, 2024

(date substantially performed)

Date certificate signed: **August 21, 2024**



(payment certifier where there is one)

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

Name of owner: **Regional Municipality of Peel**

Address for service: **10 Peel Center Drive, Suite B, 4th Floor, Brampton, On, L6T 4B9**
Lakeside Contracting

Name of contractor: **Company Ltd.**

Address for service: **3513 Mavis Road, Mississauga, ON, L5C 1T7**
IBI Professional Services Group

Name of payment certifier (where applicable): **(Canada) Inc**

Address: **8133 Warden Ave, Unit 300, Markham ON L6G 1B3 Canada**

(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:

Claims for Lien are to be submitted electronically to the Regional Clerk of The Regional Municipality of Peel by email at the following email: regional.clerk@peelregion.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)

Appendix 5.4

Form of Release at Substantial Performance of the Work

Date: _____
Owner: _____
Contractor: _____
Document Number: _____
Project: _____
Applicable Invoice: _____

Context

- A. The Contractor identified above (the “Contractor”) and the Regional Municipality of Peel entity, government, agency, or board identified above as the Owner (the “Owner”) entered into a contract dated _____ (the “Contract”) pursuant to the procurement document number identified above for the Contractor to provide certain work and services in respect of the project identified above (the “Project”).
- B. Capitalized terms used but not defined in this Release have the meanings given to them in the Agreement.
- C. Pursuant to the Contract, the Contractor is providing this Release to the Owner in support of its application for payment of holdback upon Substantial Performance of the Work.

Release

- 1. Except for the claims set out in section 2, as of the date set out above, the Contractor on its own behalf and on behalf of its successors and assigns hereby irrevocably waives, releases, and forever discharges the Owner and its directors, officers, Region of Peel council members, representatives, employees, contractors, agents, and their respective successors and assigns (the “Released Group”) from any and all claims, changes, disputes, complaints, liabilities, obligations, damages, actions, causes of action, proceedings, debts, demands, losses, and expenses whatsoever, at law and in equity, which it may have had, may now have, or may have arising out of or in connection with the Contract (“Claims”).
- 2. The Contractor does not release the Released Group from the following Claims:
 - a. Claims for any sums retained by the Owner for the Warranty Holdback;
 - b. Claims arising from Work which remains to be completed by the Contractor on the Project as at the date of this Release;
 - c. Claims which cannot be waived under the *Construction Act* (Ontario); and
 - d. the following Claims (including any outstanding Claims about which the Contractor has previously notified the Owner and attach additional page if necessary):

The Contractor acknowledges and agrees that if it leaves Section 2.d. blank or responds “none” in Section 2.d., the Contractor is deemed not to have reserved any Claims other than those in Sections 2.a., 2.b., and 2.c.

- 3. Except for the Claims set out in Section 2.d., Contractor’s managerial or senior supervisory personnel do not know, or have reason to know based on good and prudent industry practices, of any potential or actual claims that are required to be notified to Owner according to the requirements of the Contract as of the date of this Release.
- 4. This Release is freely and voluntarily given and the Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Release and that it is fully informed with respect to the legal effect of this Release.

General

5. No provision of this Release which may be deemed unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.
6. This Release shall be binding upon, and shall inure to the benefit of, the Contractor, the Owner, and their respective heirs, successors, legal representatives and assigns.
7. This Release and the Contract constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements. No change or waiver shall be valid unless in writing and signed by an authorized representative of the party against whom such change or waiver is sought to be enforced.
8. This Release may be executed and delivered electronically.
9. This Release is governed by the laws of Ontario and the federal laws of Canada applicable therein. Any dispute arising out of this Release shall be governed by the terms of the Contract.

[INSERT FULL CORPORATE NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

I have authority to bind the corporation.