



2021-01-12

Landmark Structures Co / Landmark Municipal Services ULC
3091 Harrison Court, Burlington, Ontario L7M 0W4

Attention: Mr. Neal Campbell, Project Manager

Subject: Bond Head Water Tower: Contract: T-18-55 – Landmark Request for Substantial Performance

WSP Payment Certifier's Response: Notice of Substantial Performance for Contract T-18-55

WSP has reviewed Landmark Structures Co. letter submitted on January 8, 2021 requesting review of Substantial Performance with consideration of setting aside seasonal finishing works from the Substantial Performance Calculation.

Please be advised that WSP and the Town of Bradford West Gwillimbury have reviewed your request Substantial Performance and concur that the works in accordance with the contract have reached Substantial Performance as defined in the contract documents and the Construction Lien Act.

The official date established for Substantial Performance for contract (T-18-55) is January 11, 2021.

Landmark must arrange to publish notice of Substantial Performance in the Daily Commercial News. The date of publication of this Certificate in the Daily Commercial News 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 Certificate of Substantial Performance (attached completed Form 6:) is 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*.

Next Steps: The following documents shall be provided forthwith by the contractor:

- 1 Confirmation of publication of Substantial Performance Certificate in the Daily Commercial News.
- 2 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 The Contractor's final claim for all amounts incurred before and on the date of Substantial Performance of the Work.
- 4 A release on the Owner's "Contract Release" form SP-1, 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.
- 5 Contractors "Statutory Declaration of Contractor" Progress Payment PC no. 24 (latest PC).
- 6 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.

7 A satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board.

A copy of the Substantial Performance Statement of Values, deficiency list with associated values including progress certificate no. 24 will follow shortly in separate correspondence.

The Statutory Holdback will be reviewed for release after expiry of the 45-day period following the date of publication of the Substantial Performance Certificate subject to provisions of the act.

We trust you will find all in order, however, should you have any questions, please contact the writer.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Sinclair Garner', with a horizontal line drawn through it.

Sinclair Garner, B.E.S., C.C.M., L.E.L. (PEO)
Senior Project Manager – Water Wastewater Infrastructure

SG/jd

cc: Mahesh Ramdeo / Jeff Sculthorp – Town of Bradford
West Gwillimbury
WSP – Michelle Albert, Matt Mackenzie
Encl.

FORM 6
CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE
CONTRACT UNDER SECTION 32 OF THE ACT

Construction Lien Act

Town of Bradford West Gwillimbury

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

4020 Simcoe County Road 88, Bradford West Gwillimbury, ON, L3Z 2A5

(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:

Town of Bradford West Gwillimbury - Design Build for Bond Head Water Tower: BWG Project # T-18-55C

(short description of the improvement)

Construction of the Bondhead Elevated Water Tower including; civil, mechanical, process, electrical and instrumentation servicing works.

to the above premises was substantially performed on January 11, 2021

(date substantially performed)

Date certificate signed: January 12, 2021

WSP: Sinclair Garner



(payment certifier where there is one)

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

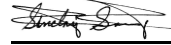
Name of owner: Town of Bradford West Gwillimbury

Address for service: 305 Barrie Street, Unit 2, PO Box 419, Bradford, ON, L3Z2A9

Name of contractor: Landmark Structure Co / Landmark Municipal Services ULC

Address for service: 3091 Harrison Court, Burlington, Ontario L7M0W4

Name of payment certifier (where applicable): WSP: Sinclair Garner



Address: 100 Commerce Valley Drive West Thornhill, Ontario L3T 0A1 Canada

(Use A or B, whichever is appropriate)

☒ A. Identification of premises for preservation of liens:



4020 Simcoe County Road 88, Bradford West Gwillimbury, ON, L3Z 2A5

Lot: 3(Parts 1, 2, 3, and 4) Plan/Conc: Plan 51R-40597 / Con 7

(where liens attach to premises, reference to lot and plan number or instrument registration number)



B. Office to which claim for lien must be given to preserve lien:

(where liens do not attach to premises)

Release and Waiver of Contractor

Re: Statutory Holdback Release Payment
Contract No. T-18-55

IN CONSIDERATION of the release by Town of Bradford West Gwillimbury 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

Town of Bradford West Gwillimbury and Landmark Structures Co / Landmark Municipal Services ULC,

in relation to the project known as Town of Bradford West Gwillimbury - Design Build for Bond Head Water Tower: BWG Project # T-18-55C,

the said Contractor hereby acknowledges it has achieved substantial performance of the above Contract on January 11, 2021, as defined by the *Construction Lien Act, R.S.O. 1990*, as amended, and further hereby waives, releases and forever discharges the Town of Bradford West Gwillimbury, 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 CCDC-2 of the Contract in writing.

DATED this _____ day of _____, 20__.

 Legal Name of Company

By: _____

Name:

Title:

I have authority to bind the corporation.

Statutory Declaration of Contractor

Substantial Performance of Contract No. T-18-55C

IN THE MATTER OF Contract No. T-18-55C (the "Contract")

BETWEEN Landmark Structure Co / Landmark Municipal Services ULC, Contractor

AND Town of Bradford West Gwillimbury

For Construction of the Bondhead Elevated Water Tower including civil, mechanical, process, electrical and instrumentation servicing works.

Town of Bradford West Gwillimbury - Design Build for Bond Head Water Tower: BWG Project # T-18-55C

(insert title of the Work and the Project)

I, _____ of the _____ of _____
in the Province of _____ DO SOLEMNLY DECLARE that:

1. I am _____ (position) of Landmark Structures Co / Landmark Municipal Services ULC,

(Contractor's Legal Name)

the above-mentioned Contractor and as such have knowledge of the facts herein deposited to and have authority to bind the corporation.

2. The Contractor has achieved Substantial Performance of the above Contract, as defined by the *Construction Lien Act, R.S.O 1990*, as amended, on January 11, 2021.
3. The Contractor and all of its subcontractors have paid all their respective subcontractors, suppliers, accounts, assessments and discharged all their respective liabilities incurred in relation to the Contract and the work, services and materials supplied under the Contract, except for statutory holdbacks properly retained.

AND I make this solemn Declaration conscientiously believing it to be true and knowing it is of the same force and effect as if under oath.

DECLARED before me at the _____)
)
of _____, in the Province of _____)
)
Ontario this _____ day of _____, 201____)
)
_____)

Signature

A Commissioner for Oaths, Notary Public,
Justice of the Peace

I have the authority to bind the
corporation.

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.

Information Appearing in the Contract Documents

Name of Project

Date of Contract: _____.

Name of Owner

Name of Contractor

Application for payment number _____
dated _____ is the last
application for payment for which the Contractor has
received payment.

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 _____ this _____ day of _____ in the year _____
City/Town and Province

Name

Title

Signature

(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.

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