



Hamilton

Hamilton Water Division, Public Works Department
Physical Address: 77 James Street North, Suite 400, Hamilton, ON, L8R 2K3
Phone: 905-546-2424 ext 2025 Fax: 905-546-4491
Email: Hugh.Leavens@hamilton.ca

VIA EMAIL

January 25, 2021

Darcy Miskie
Brantco Construction
1555 Bishop Street North
Cambridge, Ontario
N1R7J4

Dear Darcy:

**Subject: City of Hamilton (“City”)
Contract C13-15-20 - Orchard Drive Wastewater Pumping Station
Driveway and Parking Lot Improvements (“Contract”)
Substantial Performance of the Work**

With respect to the above noted Contract, the City has received the following documentation from your firm:

- correspondence advising your firm will expeditiously complete the identified deficiencies and/or outstanding work and discharge all unfulfilled obligations under the Contract;
 - an executed Contract Release form;
 - an executed Statutory Declaration of Progress Payment Distribution by Contractor form;
 - a valid Certificate of Clearance from the Workplace Safety and Insurance Board;
- and

The City has found the above documents to be in order and is at this time attaching the Certificate of Substantial Performance (Certificate). In accordance with the *Construction Act* and the Contract Documents, you are required to publish a copy of this Certificate in the Daily Commercial News. Please provide a copy of the publication to the City’s Project Manager and Consultant.

Liens for services or materials supplied on or before the date of substantial performance of the Contract expire at the conclusion of the 60-day period following the date of the publication of the Certificate. Once all liens that may be claimed against the holdback have expired, have been satisfied, discharged or provided for in accordance with the *Construction Act*, the City will be in a position to release the holdback.

January 25, 2021

Page 2 of 2

**Subject: City of Hamilton ("City") – P.O. Number 95055
Contract C13-15-20 - Orchard Drive Wastewater Pumping Station
Driveway and Parking Lot Improvements ("Contract")
Notice to Proceed**

Please do not hesitate to contact our office should you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'Hugh Leavens', is enclosed in a thin black rectangular border.

Hugh Leavens, C.Tech., PMP
Project Manager
Capital Delivery

HL/sc

Enclosure

cc: Paul Scanlan, Consultant, GHD Ltd.



Certificate of Substantial Performance

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

Contract: Orchard Drive WWPS Driveway and
Parking Lot Improvements

Contract No: C13-15-20

Contractor: Ekum Sekum Incorporated o/a Brantco Construction

Owner: City of Hamilton

We, GHD Ltd. (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 Work have been completed and tested so as to fulfill the requirements of the Contract and of Sections 2(1) and (2) of the Construction Act for Substantial Performance of the Work.
- 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.

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

5.0 The payment to become due is derived as follows:

APPROX. FINAL CONTRACT PRICE \$ 58,950.00

Deduct:

- .1 Total payments previously approved \$ 47,730.00
- .2 Amounts paid out by the *Owner* on behalf of the *Contractor* \$ -
- .3 Retention for maintenance security \$ 2,220.00

OR

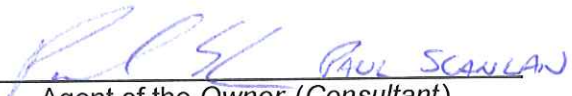
.4 Alternative maintenance security provided (give particulars)

- .5 *Consultant's* estimate of costs for uncompleted *Work* (see attached Progress Estimate) \$ 3,450.00
- .6 *Consultant's* estimate of costs for deficiencies (see attached Deficiency List] \$ -
- .7 Holdback for Liens \$ -

Total Deductions \$ 53,400.00 \$ 53,400.00

Payable to Contractor after 60-day lien period expires \$ 5,550.00

Payment Certifier:

 PAUL SCALLAN Jan 25/21
 Agent of the Owner (Consultant) 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 and attached;
- 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 60-day lien period per Section 31 of the *Construction 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*:

 Jan. 25, 2021
 Project Manager/Project Sponsor Date



Certificate of Substantial Performance

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

Community and Location: 29 Orchard Drive, Ancaster, Ontario L9G1Z6 (1)

This is to certify that the Contract for the following improvement: (2)
Orchard Drive WWPS Driveway and Parking Lot Improvements

known as Contract No. C13-15-20, to the above premises was (3)

substantially performed on January 13, 2021 (4)

Date Certificate signed: January 19, 2021 (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: Ekum Sekum Incorporated o/a Brantco Construction (8)

Address for Service: 1555 Bishop Street N, Cambridge, Ontario, N1R7J4 (9)

Name of Payment Certifier: GHD Ltd. (10)

Address: 455 Phillip Street, Waterloo, Ontario, N2L3X2 (11)

Identification of premises for preservation of liens:* _____ (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:


Agent of the Owner (Consultant)

 Hugh Leavens (14)
Owner

*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 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, ON
 - (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 60-day lien period commences on the date of publication.
7. Subject to the provisions of the *Construction Act* and of the *Contract* and after the expiry of the 60-day lien period, the *Owner* will release to the *Contractor* the statutory hold-back.