

WZMH

95 St. Clair Avenue West
Suite 1500, Toronto, ON
Canada M4V 1N6

416.961.4111
www.wzmh.com

WZMH Architects

March 18, 2025

Frontier Group of Companies Inc.
30 Fulton Way, Unit 7
Richmond Hill, ON L4B 1E6

Attention: **Koushan Taghavi**
Director of Construction

Re: **31 Finch Ave**
Project No. 8126.002
Substantial Performance Form 9

Dear Koushan Taghavi,

We are pleased to submit herewith the Construction Act Form 9 dated March 18, 2025, acknowledging Substantial Performance achieved on November 30, 2024, for the 31 Finch Avenue project. Publishing this document in print (example Daily Commercial News), or electronic format, is the sole responsibility of Frontier Group of Companies Inc. WZMH and the Owner, Bell Canada c/o BGIS O&M Solutions Inc., require confirmation that Form 9 has been published according to the Construction Act.

Please contact the undersigned if you have any queries regarding the above.

Yours truly,
WZMH ARCHITECTS



William White
Associate

Attached:
Form 9 and calculations

cc.	Monica Contreras	Bell Canada
	Iyad Owies	BGIS O&M Solutions Inc.
	Tracey Gaull	WZMH Architects
	Ted DuArte	WZMH Architects
	Harrison Chan	WZMH Architects

Principals
Len Abelman, OAA, MRAIC
Mohammed Al-Atheri, OAA, MRAIC
Supreet Barhay, OAA, MRAIC, LEED AP BD+C
Nicola Casciato, OAA, MRAIC
Harrison Chan, OAA, MRAIC
Jee-Young-Kang, B.Arch.
Jeffrey Leong-Poi, OAA, MRAIC
Richard Myers, OAA, MRAIC, LEED AP BD+C
Moran Olsha, B.Tech, LEED AP
Zenon Radewych, B.Tech

Chief Financial Officer
Genevieve Easton, CPA, CA, ACA

A Partnership of Corporations

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

Construction Act

City of Toronto

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

31 Finch Avenue, North York, ON

(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:

N22034509 - 2022 New Parking Lot and Internal Renovations - 31 Finch Avenue

(short description of the improvement)

to the above premises was substantially performed on November 30, 2024
(date substantially performed)

Date certificate signed: March 18, 2025



(payment certifier where there is one)

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

Name of owner: Bell Canada c/o BGIS O&M Solutions Inc.

Address for service: 4175 14th Avenue, Markham, ON L3R 0J2

Name of contractor: Frontier Group of Companies Inc.

Address for service: 30 Fulton Way, Unit 7, Richmond Hill, ON L4B 1E6

Name of payment certifier (where applicable): WZMH

Address: 95 St. Claire Avenue West, Toronto ON, M4V 1N6

(Use A or B, whichever is appropriate)

☒ A. Identification of premises for preservation of liens:

Bell Canada, 31 Finch Avenue, North York, ON M2N 4P9

(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:

(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)

SUBSTANTIAL PERFORMANCE - Construction Act
 Calculation
 as of Mar 18, 2025

Notes

A Contract Value			
	Original Contract Value	\$215,000.00	
	Approved Change Orders	\$1,220,343.37	
	Revised Contract Value	\$1,435,343.37	
B Deferred Works			1
	List Item	\$0.00	
	List Item	\$0.00	
	List Item	\$0.00	
	List Item	\$0.00	
	Total of Deferred Works	\$0.00	
C Total Project Value for SP Calculation (A-B)		\$1,435,343.37	
D Substantial Performance Calculation			
	3% of first \$1,000,000	\$30,000.00	
	2% of second \$1,000,000	\$8,706.87	
	1% of balance of contract price	\$0.00	
	Total Allowable Outstanding Works, under Act	\$38,706.87	2
E Confirmation Against Progress Billing			
	Contract Value (Original + COs)	\$1,435,343.37	
	Subtract February 2025 Billing	\$1,435,343.37	3
	Subtract Deferred Works	\$0.00	
	Balance to Complete	\$0.00	
	Add Outstanding Deficiencies	\$0.00	4
	Total Balance to Complete	\$0.00	5

1 Deferred works may include, landscaping (seasonal), furniture (delivery), etc.

2 Construction Act

3 Value of total work complete to date, as per latest certified billing

4 All deficiencies must have a dollar value attributed to them, at this stage

5 If Total Balance to Complete is LESS than Total Allowable Outstanding Works, SP HAS BEEN ACHIEVED

WZMH

95 St. Clair Avenue West
Suite 1500, Toronto, ON
Canada M4V 1N6

416.961.4111
www.wzmh.com

WZMH Architects

Feb 27, 2025

Bell Canada
76 Adelaide St W.
Toronto, Ontario
M5H 1P6

Attention: Monica Contreras

Re: 31 FINCH AVE EAST – RENOVATIONS

Project No. 08126.002

Certificate for Payment No. 8

Attached herewith is Progress Certificate No. 8 dated Feb 27, 2025 for work completed by Nov 30, 2024 for the above noted project.

Please contact the undersigned if you have any queries regarding the above.

Yours truly,

William White, WZMH ARCHITECTS

Attach.

CC:

Monica Contreras, Bell Canada
Luke Anderson, Bell Canada
Daniela Carter, Bell Canada
Ibrahim Muhammad, BGIS
Koushan Taghavi, Frontier Group of Companies Inc.
Diana Schenk, Frontier Group of Companies Inc.
Austin Yao, WZMH ARCHITECTS
William White, WZMH ARCHITECTS

Principals

Len Abelman, OAA, MRAIC
Mohammed Al-Atheri, OAA, MRAIC
Supreet Barhay, OAA, MRAIC, LEED AP BD+C
Nicola Casciato, OAA, MRAIC
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Moran Olsha, B.Tech, LEED AP
Zenon Radewych, B.Tech

Chief Financial Officer

Genevieve Easton, CPA, CA, ACA

A Partnership of Corporations

31 FINCH AVE EAST – RENOVATIONS

Project No: 08126.002

Application No: 12533R

Certificate for Payment 8

Issued Feb 27, 2025


To: Monica Contreras

Bell Canada
76 Adelaide St W.
Toronto, Ontario M5H 1P6

WZMH ARCHITECTS

95 St Clair Ave. West
Suite 1500
Toronto, Ontario
M4V 1N6
Phone: 416-961-4111

This is to certify, that to the best of our knowledge, Frontier Group of Companies Inc., is entitled to a payment of: TWELVE THOUSAND FOUR HUNDRED SIXTY AND 59/100 DOLLARS \$ **12,460.59** (H.S.T included), that being a payment for work completed by Nov 30, 2024 on .



WZMH ARCHITECTS

Statement of Account

Original Contract Amount	\$ 215,000.00
Total Additions to date	1,220,343.37
Total Deletions to date	0.00
Sub total	1,435,343.37

Total Net Contract	\$ 1,435,343.37
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Value of Work Completed to date:	1,435,343.37
Deficiency retainage	0.00
Holdback	143,534.34
Holdback Previously released	0.00
Holdback released this issue	0.00
Total Holdback released	0.00

Current Work less Holdbacks	1,291,809.03
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Less Previous Payable	1,280,781.95
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Net amount due by this certificate	11,027.08
H.S.T due by this certificate	1,433.51
Total Payable this Issue	12,460.59

Total certified to date	\$ 1,435,343.37
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Balance on Contract	\$ 0.00
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By law, the amount certified is subject to reduction by the amount of any lien of which you have received written notice. This certificate is not negotiable and is payable to the payee named in it; issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under the contract.

The issuance of this Certificate for Payment shall not be taken as a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has discharged the obligations imposed on him by law under the Workman's Compensation Act, or other applicable statutes, non-compliance with which may render the Client personally liable for the Contractor's default.

Payment Received By

Date



FRONTIER GROUP OF COMPANIES INC

GENERAL CONTRACTORS

30 Fulton Way, Unit 7, Richmond Hill, ON L4B 1E6

T 905 470 0006 F 905 470 1096

accounting@frontiergrp.com www.frontiergrp.com

INVOICE

Invoice To:

Bell Canada c/o
BGIS O&M Solutions Inc.
PO Box 3521
Markham, ON L3R 0N4

Date

Invoice No.

2024-12-06

12533R

P.O. No.

Terms

PMW000076908

Net 60

Description	Qty	Prev. Invoiced	Rate	Amount
N22034509 - New Parking Lot and Internal Renovations - 31 Finch				
To invoice for Progress Draw No. 8 as per the attached schedule of values and associated documentation.	1	0	12,252.31	12,252.31
Less 10% Holdback			-10.00%	-1,225.23
Sub Total				11,027.08
HST on Sales			13.00%	1,433.52

TOTAL

\$12,460.59

GST/HST No.

876540915RT0001



Contract Number: PMW000076908
Application Number: 8
Issue Date: December 6, 2024

Schedule of Values

Issued To:
FRONTIER GROUP OF COMPANIES INC
30 FULTON WAY, UNIT 7
RICHMOND HILL, ON, L4B 1E6

Project Information
Project Number: N22034509
Project Name: N22034509 - 2022 New Parking Lot and Internal Renovations (31 Finch)
Project Manager: Ibrahim Altimimi

FINANCIAL DETAILS - ORIGINAL CONTRACT

Division	Cost Code	Description	Original Contract Amount (\$)	Percentage of Completion (%)	Current Work Complete (\$)	Previous Draw (\$)	This Draw (\$)
01 - Construction	01 00 00C	Construction/Installation Package 00	150,500.00	100	150,500.00	150,434.11	65.89
	01 00 00R	Construction/Installation Package 00	64,500.00	100	64,500.00	64,471.91	28.09
Original Contract Totals:			215,000.00		215,000.00	214,906.35	93.65

FINANCIAL DETAILS - APPROVED CHANGE ORDERS

Change Order Number	Change Request Description	Change Order Amount (\$)	Percentage of Completion (%)	Current Work Complete (\$)	Previous Draw (\$)	This Draw (\$)
N22034509-001	Tree Hoarding	2,288.00	100	2,288.00	2,288.00	0.00
N22034509-002	Push frontier CO1 to 2023	0.00				
N22034509-003	Frontier - Phase 2 work at 31 finch. exterior work	544,650.00	100	544,650.00	538,729.22	5,290.78
N22034509-004	Trailer footings plus paving	44,000.00	100	44,000.00	44,000.00	0.00
N22034509-005	CCN_1 - 3RD FLOOR SLAB REINFORCING CLARIFICATION	28,572.83	100	28,572.83	28,572.83	0.00
N22034509-006	CO_6 \$9,886.04 Investigate unlabeled breakers	9,886.04	100	9,886.04	9,886.04	0.00
N22034509-007	Double Handle Material on West Side - \$28,528.50	28,528.50	100	28,528.50	28,528.50	0.00
N22034509-008	Frontier CO_8 Three chnange orders	56,690.71	100	56,690.71	56,690.71	0.00

FINANCIAL DETAILS - APPROVED CHANGE ORDERS

Change Order Number	Change Request Description	Change Order Amount (\$)	Percentage of Completion (%)	Current Work Complete (\$)	Previous Draw (\$)	This Draw (\$)
N22034509-009	Frontier CO_9 Temporary Entrance	7,103.25	100	7,103.25	7,103.25	0.00
N22034509-010	Frontier_10_Change Directive Items	142,989.00	100	142,989.00	142,989.00	0.00
N22034509-011	CCN #4 - CCN #6 - CCN #7 - Quote 9 - Quote 10	125,576.11	100	125,576.11	125,576.11	0.00
N22034509-012	Supervision, H&S, monitoring of activities on site	7,969.50	100	7,969.50	7,969.50	0.00
N22034509-013	Frontier - Q1 next year / 2024 Funds 45K	0.00				
N22034509-014	Frontier - Remobilize 2024 front entrance, plywood, egress plans,	22,828.58	100	22,828.58	18,262.86	4,565.72
N22034509-015	Frontier - Q 14 Hydro pole relocation & Q13 East side landscaping + Concrete pad	128,782.45	100	128,782.45	128,782.45	0.00
N22034509-016	CCN8 - CCN9 - Quote15	53,493.56	100	53,493.56	53,493.56	0.00
N22034509-017	Frontier Quote#16 - Motion sensor, Mirror, Light at canopy, flashing,	9,390.42	100	9,390.42	9,390.42	0.00
N22034509-018	Frontier - CCN11 Change Order No. 18 R1	4,331.25	CANCELLED	CANCELLED	CANCELLED	CANCELLED
N22034509-019	Frontier - CCN11R1 Change Order No. 18 R2	5,922.27	100	5,922.27	5,922.27	0.00
N22034509-020	Frontier_ Drive way entrance permit	1,672.15	100	1,672.15	0.00	1,672.15
Change Order Sub Totals:		1,224,674.62		1,220,343.37	1,208,184.71	12,158.66

Current Work Complete Totals:	1,220,343.37
10% Holdback Total:	122,034.34
This Application:	11,027.07
Value Added Taxes:	1,433.52
Total Payable:	12,460.59

Revised Total Contract Value: 1,439,674.62



FRONTIER GROUP OF COMPANIES INC.
GENERAL CONTRACTORS AND PROPERTY MANAGEMENT
30 Fulton Way, Unit 7
Richmond Hill, ON L3R 6A8
905-470-0006

Progress Billing Application

Title: N22034509 - 2022 New Parking Lot and Internal Renovations	Application #: 8REV
Project #: 11453	From Date: August 1, 2024
Location: 31 Finch Avenue	To Date: November 30, 2024

Contract Values

Item #	Description of Work	Scheduled Value	Previous	Current	Total To Date	%
1	General Requirements	\$ 9,364.55	\$ 9,270.90	\$ 93.65	\$ 9,364.55	100%
2	Demolition	\$ 8,026.76	\$ 8,026.76	\$ -	\$ 8,026.76	100%
3	Stairs and Railings	\$ 86,956.53	\$ 86,956.53	\$ -	\$ 86,956.53	100%
4	Doors, Hardware, Lintels	\$ 30,769.21	\$ 30,769.21	\$ -	\$ 30,769.21	100%
5	Interior Finishes	\$ 22,073.58	\$ 22,073.58	\$ -	\$ 22,073.58	100%
6	Mechanical	\$ 9,364.55	\$ 9,364.55	\$ -	\$ 9,364.55	100%
7	Electrical	\$ 29,431.44	\$ 29,431.44	\$ -	\$ 29,431.44	100%
8	Access Security	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	100%
9	Landscaping	\$ 4,013.38	\$ 4,013.38	\$ -	\$ 4,013.38	100%
Subtotal - Credit's to original Contract Value		\$ 215,000.00	\$ 214,906.35	\$ 93.65	\$ 215,000.00	

Change Orders

Item #	Description of Work	Scheduled Value	Previous	Current	Total To Date	%
1	CO#1 - Tree Hoarding	\$ 2,288.00	\$ 2,288.00	\$ -	\$ 2,288.00	100%
2	CO#2 - Push Frontier CO1 to 2023	\$ -	\$ -	\$ -	\$ -	0%
3	CO#3 - Phase 2 - Exterior Work	\$ -	\$ -	\$ -	\$ -	0%
a.	Existing Conditions	\$ 11,703.88	\$ 11,703.88	\$ -	\$ 11,703.88	100%
b.	Concrete	\$ 134,431.11	\$ 134,431.11	\$ -	\$ 134,431.11	100%
c.	Thermal Moisture	\$ 3,442.32	\$ 3,442.32	\$ -	\$ 3,442.32	100%
d.	Specialties	\$ 2,065.39	\$ 2,065.39	\$ -	\$ 2,065.39	100%
e.	Plumbing	\$ 2,753.85	\$ 2,753.85	\$ -	\$ 2,753.85	100%
f.	Electrical	\$ 58,252.50	\$ 58,252.50	\$ -	\$ 58,252.50	100%
g.	Earthwork	\$ 115,661.84	\$ 115,661.84	\$ -	\$ 115,661.84	100%
h.	Exterior Improvements	\$ 107,888.84	\$ 107,888.84	\$ -	\$ 107,888.84	100%
i.	Utilities	\$ 59,207.85	\$ 53,287.07	\$ 5,920.78	\$ 59,207.85	100%
j.	General Requirements	\$ 49,242.42	\$ 49,242.42	\$ -	\$ 49,242.42	100%
15	CO#4 - Trailer Footings and pavings	\$ 44,000.00	\$ 44,000.00	\$ -	\$ 44,000.00	100%
16	CO#5 - Slab Reinforcing	\$ 28,572.83	\$ 28,572.83	\$ -	\$ 28,572.83	100%
17	CO#6 - Breaker Investigation	\$ 9,886.04	\$ 9,886.04	\$ -	\$ 9,886.04	100%
18	CO#7 - Double Handing Soil	\$ 28,528.50	\$ 28,528.50	\$ -	\$ 28,528.50	100%
19	CO#8 - Q5, Q6 & CCN2	\$ 56,690.71	\$ 56,690.71	\$ -	\$ 56,690.71	100%
20	CO#9 - Temporary Entrance	\$ 7,103.25	\$ 7,103.25	\$ -	\$ 7,103.25	100%
21	CO#10 - Change Directive Items	\$ 142,989.00	\$ 142,989.00	\$ -	\$ 142,989.00	100%
22	CO#11 - CCN#4, 6, 7, Quote 9, 10	\$ 125,576.11	\$ 125,576.11	\$ -	\$ 125,576.11	100%
23	CO#12 - Superviison of Capital	\$ 7,969.50	\$ 7,969.50	\$ -	\$ 7,969.50	100%
24	CO#13 - Moving money to 2023	\$ -	\$ -	\$ -	\$ -	
25	CO#14 - Remobilization Front Entrance	\$ 22,828.58	\$ 18,262.86	\$ 4,565.72	\$ 22,828.58	100%
26	CO#15 - Hydropole Relocat & E. Side Landscaping	\$ 128,782.45	\$ 128,782.45	\$ -	\$ 128,782.45	100%
27	CO#16 - CCN8, CCN 9 - Quote 15	\$ 53,493.56	\$ 53,493.56	\$ -	\$ 53,493.56	100%
28	CO#17 - Q16 - Motion sensor, mirror etc.	\$ 9,390.42	\$ 9,390.42	\$ -	\$ 9,390.42	100%
29	CO#19	\$ 5,922.27	\$ 5,922.27	\$ -	\$ 5,922.27	100%
30	CO#20 - Q18 - Driveway Entrance Permit	\$ 1,672.15	\$ -	\$ 1,672.15	\$ 1,672.15	100%
CCN Subtotal - Total Credit's from original Contract		\$ 1,220,343.37	\$ 1,208,184.72	\$ 12,158.65	\$ 1,220,343.37	

Contract & Change Orders

	Scheduled Value	Previous	Current	Total To Date
Total	\$ 1,435,343.37	\$ 1,423,091.07	\$ 12,252.30	\$ 1,435,343.37

Progress Billing Application Summary

Original Contract Sum	\$ 215,000.00
Authorized Changes to Date	\$ 1,220,343.37
Contract Sum to Date	\$ 1,435,343.37
Total Completed to Date	\$ 1,435,343.37
Holdback	\$ 143,534.34
Total Earned Less Holdback	\$ 1,291,809.03
Less Previous Application	\$ 1,280,781.97
Amount Payable This Application	\$ 11,027.07
Balance to Finish Including Holdback	\$ 143,534.34



Purchase Order Number: PMW000076908

Project Number: N22034509

Change Order Number: 020 - Frontier_ Drive way entrance permit

Change Order Date: 28-Nov-24

Change Order

Project Name: N22034509 - 2022 New Parking Lot and Internal Renovations (31 Finch)

Project Manager: Ibrahim Altimimi

Building: NBC473251 - TOROON47 - 31 FINCH AVENUE, NORTH YORK, ON

VENDOR: FRONTIER GROUP OF COMPANIES INC
30 FULTON WAY, UNIT 7
RICHMOND HILL, ON, L4B 1E6
Canada

BILL TO: Bell Canada c/o BGIS O&M Solutions Inc.
Bell.ProjectInvoice@BGIS.com
PO Box 3521
Markham, Ontario, L3R 0N4
Canada

BGIS, acting as Agent for Bell Canada and its Affiliates

Item #	Description	Amount	
1		\$1,672.15	CAD
TOTAL		\$1,672.15	CAD

Note: GST / HST is extra to the above amounts

Contract Price Summary	
Original Contract Amount	\$215,000.00
Previous Amount Addition/Deductions *	1,223,002.47
Current Contract Amount	\$1,438,002.47
Addition/Deductions per this Change	\$1,672.15
TOTALS	\$1,439,674.62

* Note - refer to Schedule of Values for a list of Approved CO's

CCDC 2

Stipulated Price Contract

2 0 2 0

[N22034509 - 2022 New Parking Lot and Internal Renovations (31 Finch)]

This agreement is protected by
copyright and is intended by the
parties to be an unaltered version of
CCDC 2 – 2020 except to the extent
that any alterations, additions or
modifications are set forth in
supplementary conditions.



CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on 10 day of November in the year 2022 .
by and between the parties

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for (insert below the description or title of the Work)

New Parking Lot and Internal Renovations

located at (insert below the Place of the Work)

31 Finch Ave, North York ON,

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and

- 1.3 commence the *Work* by the day of in the year and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the day of in the year .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

** (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

/100 dollars \$

4.2 *Value Added Taxes* (of _____ %) payable by the *Owner* to the *Contractor* are:

/100 dollars \$

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

/100 dollars \$

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner



signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor



signature


signature

name of person signing

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.*



Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.

Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale ou appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj- mmm-aaaa)
FRONTIER GROUP OF COMPANIES INC	7-30 FULTON WAY, RICHMOND HILL, ON, L4B1E6, CA	236220: Commercial and institutional building construction	A0000JB3XG	20-Nov-2024 to 19-Feb-2025

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca



Certificate of Insurance

No.: 2024-80

Dated: May 29, 2024

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

BGIS Global Integrated Solutions Canada LP
4175 - 14th Avenue
Markham, ON L3R 0J2

Named Insured and Address:

Frontier Group of Companies Inc
30 Fulton Way, Unit 7
Richmond Hill, ON L4B 1E6

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Primary and Non-Contributory	Definity Insurance Company	040001425 P	Jun 01, 2024 to Jun 01, 2025	Per Occurrence Bodily Injury and Property Damage	CDN 5,000,000
				Limit of Liability	CDN 5,000,000
				Products & Completed Operations Aggregate	CDN 5,000,000
AUTOMOBILE	Definity Insurance Company	64017529	Jun 01, 2024 to Jun 01, 2025	Third Party Liability	CDN 5,000,000
PROPERTY ALL RISKS	Definity Insurance Company	040001425 P	Jun 01, 2024 to Jun 01, 2025	Installation Floater	CDN 450,000
				Contractors Equipment	CDN 40,000
CONTRACTORS POLLUTION LIABILITY	Chubb Insurance Company of Canada	EIL356700 002	Mar 13, 2024 to Jun 01, 2025	Limit of Liability	CDN 5,000,000 Per Pollution Condition or Site Environmental Condition Limit of Liability
				Limit of Liability	CDN 5,000,000 Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions
				Self Insured Retention	CDN 10,000 Per Pollution Condition or Site Environmental Condition

Additional Information:

BGIS Global Integrated Solutions Canada LP, Ontario Infrastructure and Lands Corporation, and His Majesty the King in right of Ontario as represented by the Minister of Infrastructure are added as an Additional Insureds on the Commercial General Liability Policy, but only with respect to liability arising from the operations of the Named Insured.

A Waiver of Subrogation is included under the Commercial General Liability policy in favor of BGIS Global Integrated Solutions Canada LP, Ontario Infrastructure and Lands Corporation, and His Majesty the King in right of Ontario as represented by the Minister of Infrastructure, as required by written contract.

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited

120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
Telephone: 1-844-990-2378
Fax: -
CertificateRequestsCanada@marsh.com

Marsh Canada Limited

By:

Richard Schrank

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 _____ August 14, 2024 _____ 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

Diana Schenk

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Diana Irene Schenk,
a Commissioner, etc.,
Province of Ontario,
for Frontier Group of Companies Inc.
Expires July 7, 2026

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.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 – 2018 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CCDC
9
2018

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Canadian Construction Documents Committee