



Stantec Architecture Ltd.
100-300 Hagey Boulevard, Waterloo ON, N2L 0A4

July 8, 2021
Project: BMO Brampton Riverview
File: 1400-40002

Attention: Dave Morrison
575 Westney Road South
Ajax, Ontario, L1S 4N7

Dear Dave Morrison,

Reference: BMO Riverview – 45 Montpelier Street – Brampton, Ontario
Certificate of Substantial Performance

Please see the enclosed Certificate of Substantial Performance.

Please publish a copy of the enclosed Certificate of Substantial Performance once in a construction newspaper and provide Stantec with proof of the date of publication. The day following the date of publication will be the date of commencement of the statutory period under the *Construction Act* prior to release of holdback.

Please do not hesitate to contact us if you require further information or clarification.

Regards,

Stantec Architecture Ltd.

A handwritten signature in blue ink, appearing to read "Igor Polevychok", written over a faint circular stamp.

Igor Polevychok MRAIC, OAA, PMI
Architect
Phone: (226) 989-4217
igor.polevychok@stantec.com

Attachment: Certificate of Substantial Performance - Form 9
c.

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

Construction Act

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

(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:

(short description of the improvement)

to the above premises was substantially performed _____

(date substantially performed)

on Date certificate signed: 2021.07.08

(payment certifier where there is one - signature required)

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

Name of owner: _____

Address for service: _____

Name of contractor: _____

Address for service: _____

Name of payment certifier (where applicable): _____

Address: _____

(Use A or B, whichever is appropriate)

☒ A. Identification of premises for preservation of liens:

LEGAL PLAN M1979 BLK 296 BLDG D

(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)



BMO Riverview

321 Calculation for Form 9 Preparation

A) Value of remaining work including deficiencies \$15,426.52

B) Lien Act Calculation to determine Substantial Performance

(i) 3% of the 1st \$1,000,000 of the contract price = \$26,181.80

(ii) 2% of the next \$1,000,000 of the contract price = \$0.00

(iii) 1% of the balance of the contract price = \$0.00

Total \$26,181.80

A – B = -\$10,755.28

Regards,

Joanne Dwyer | Project Coordinator | CCSL Group Inc

575 Westney Road South | Ajax, ON L1S 4N7

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Stantec Architecture Ltd.

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Contractor Name: CCSL
Project Name: BMO Brampton - Riverview
Project Number: 1400-40002
Date Submitted: 2021-Jul-07

(i) the Contract is substantially performed, and
(ii) the phase of the performance of the balance of the Contract is in process and completion is scheduled for the 8th of July 2021. Where the balance of the Contract, or a part or parts thereof, cannot be performed forthwith, but must be deferred for reasons beyond the control of the Contractor, the Contractor's statement shall contain a completion date for each phase of the balance of the Contract.

Evaluation of Net Contract Price to determine Substantial Performance (Post July 1, 2018)

(Input blue italic values only)

Contract Price	\$872,726.64
Deferred Work & Remaining Cash Allowance value	\$0.00
Revised Total Contract Price to determine SP	\$872,726.64

A Value of Work Remaining including Deficiencies \$15,426.52

Lien Act calculation to determine Substantial Performance

3% of Contract Price up to 1M	\$872,726.64	\$26,181.80
2% of Contract Price within the next 1M	\$0.00	\$0.00
1% of Remaining Balance	\$0.00	\$0.00

B Total **\$26,181.80**

Value of Work remaining NOT TO EXCEED Lien Act calculation

if A - B = NEGATIVE value Substantial Performance achieved

if A - B = POSITIVE value Substantial Performance NOT achieved

A - B	Substantial Performance (- or + value)
\$15,426.52	\$26,181.80
	-\$10,755.28

Lien Act Criteria

When contract substantially performed

2. (1) For the purposes of this Act, a contract is substantially performed,
 - (a) 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 \$1M of the contract price,
 - (ii) 2 per cent of the next \$1M of the contract price, and
 - (iii) 1 per cent of the balance of the contract price. R.S.O. 1990, c. C.30, s. 2 (1).

Deferred work is defined as:

3. Work which cannot be performed for reasons beyond the control of the Contractor; and where applicable Work which the Owner and the Contractor agree in writing is to be deferred to a later date