

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) 3251 Weston Road , Toronto, Ontario

(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:

Washroom Renovations at St. Jude Catholic Elementary School

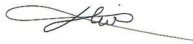
(short description of the improvement)

to the above premises was substantially performed on December 13, 2022

(date substantially performed)

Date certificate signed: Dec. 15, 2022

Hagit Waisman
ward99 architects Inc.



(payment certifier where there is one)

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

Name of owner: Toronto Catholic District School Board

Address for service: 80 Sheppard Avenue, East, Toronto, ON., M2N 6E8

Name of contractor: Ross Clair Contractors Inc.

Address for service: 59 Comstock Road, Toronto, ON., M1L 2G6

Name of payment certifier (where applicable): Hagit Waisman- ward99 architects inc.

Address: 7500 Hwy.27, Unit 27B, Vaughan, ON, L4H 0J2

(Use A or B, whichever is appropriate)

- ☒ A. Identification of premises for preservation of liens: St. Jude Catholic Elementary School, 3251 Weston Road,
Toronto , Ontario.

(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:

Toronto Catholic District School Board at 80 Sheppard Avenue East, Toronto, ON., M2N 6E8

(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)

ROSSCLAIR

CONTRACTORS & CONSTRUCTION MANAGERS

SINCE 1975

November 14, 2022

Ward 99 Architects Inc.
7500 On-27
Woodbridge, Ontario
L4H-0J2

Attention: Hagit Waisman

RE: Request for substantial completion
St. Jude CS – 3215 Weston Road, Toronto, ON

Dear Hagit:

This is to confirm that all Services have been in use by the Owner since September 9th 2021 and that all work has been substantially completed as of September 27, 2022.

We are hereby requesting a Substantial Completion Certificate (form 9).

Regards
Ross Clair Contractors Inc.



Jason Waters
Project Manager

P: 416.285.0190
F: 416.285.0192

ROSSCLAIR Contractors Inc.
59 Comstock Road, Toronto, ON M1L 2G6

info@rossclair.ca
www.rossclair.ca

Substantial Performance Application Template**Project Name:** St. Jude CS Wasroom Renovation**Contractor Name:**

ROSSCLAIR Contractors Inc.

Date Submitted: 2022-11-14

(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

_____ 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*(Input blue italic values only)*

Contract Price	<i>\$424,927.80</i>
Deferred Work & Remaining Cash Allowance value	<i>\$0.00</i>
Revised Total Contract Price to determine SP	\$424,927.80

A Value of Work Remaining including Deficiencies **\$2,551.22**

Lien Act calculation to determine Substantial Performance

3% of Contract Price up to 500K	\$424,927.80	\$12,747.83
2% of Contract Price within the next 500K	\$0.00	\$0.00
1% of Remaining Balance	\$0.00	\$0.00

B Total **\$12,747.83**

Value of Work remaining NOT TO EXCEED Lien Act calculationif A - B = **NEGATIVE** value Substantial Performance achievedif A - B = **POSITIVE** value Substantial Performance NOT achieved

A - B		Substantial Performance (- or + value)
\$2,551.22	\$12,747.83	-\$10,196.61

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 \$500,000 of the contract price,

(ii) 2 per cent of the next \$500,000 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