

Project 5883

May 16th, 2023

Mustafa Nazari
Project Coordinator, Facilities Services / Construction Project Development
Division, Finance and Administration | YORK UNIVERSITY
Room 1062, Physical Resources Building
4700 Keele Street Toronto ON, Canada M3J 1P3

Attn: Mr. Nazari,

Re: York University Washroom Renewal – Atkinson, Vanier and Ross Buildings

Dear Mustafa,

Pursuant to AREA Construction's email received on May 15th, 2023 requesting a Substantial Performance Certificate for the York University Washroom Renewal project, enclosed please find for your information and records a copy of each of the following:

1. Certificate of Substantial Performance dated May 15th, 2023 and signed May 16th, 2023.
2. AREA Construction's email requesting Certificate of Substantial Performance, dated May 15th, 2023.

A copy of this Certificate is to be published in a construction trade newspaper in accordance with Section 32, Subsection (1) 5 of the Construction Act.

Provided the contractor publishes same, the 60-day lien period shall commence on the date of publication and upon the expiry of same, the holdback monies are due provided no liens have been registered.

Please advise your solicitor of the Certificate of Substantial Performance for this project.

A certificate of payment for the holdback monies shall be issued under a separate cover prior to the expiry date of the lien period.

If there any questions regarding the above please do not hesitate to contact the undersigned.

Yours Truly,
GEC Architecture



Peter Osborne PARTNER
B.E.D.S., M.Arch., Architect, OAA, AAA, AIBC, SAA, MAA, FRAIC, LEED® AP

PO/th

H:\5850 - 5899\5883 York University LA&PS Washroom Renovations\6.0 Contract Administration\6.1 Contractor Correspondence\Substantial Performance

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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)

York University, Keele campus, 4700 Keele Street, Toronto, ON, M3J 1P3

Inclusive of three buildings: Atkinson (96 The Pond Rd); Ross (115 Campus Walk); Vanier (76 Winters Lane)

(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:

York University Washroom Renewal

(short description of the improvement)

to the above premises was substantially performed on May 15, 2023

(date substantially performed)

Date certificate signed: May 16, 2023



(payment certifier where there is one)

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

Name of owner: York University

Address for service: 4700 Keele Street, Toronto, ON, M3J 1P3

Name of contractor: AREA Construction

Address for service: 2200 Dundas St. E., Mississauga, ON, L4X 2V3

Name of payment certifier (where applicable): GEC Architecture Inc.

Address: Suite 403, 179 John St., Toronto, ON M5T 1X4

(Use A or B, whichever is appropriate)

☒ A. Identification of premises for preservation of liens:

See legal survey for both campuses attached

(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 Application

Project Name: York Uni - LA&PS Washroom Renovations Contractor Name: AREA Construction Inc.
Date Submitted: May 15th 2023

(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 **15 day of May 2023** 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		
<i>(Input blue italic values only)</i>		
Contract Price		\$965,779.87
Deferred Work & Remaining Cash Allowance value		\$0.00
Revised Total Contract Price to determine SP		\$965,779.87
A	Value of Work Remaining including Deficiencies	\$9,400.00

Lien Act calculation to determine Substantial Performance		
3% of Contract Price up to 1M	\$965,779.87	\$28,973.40
2% of Contract Price within the next 1M	\$0.00	\$0.00
1% of Remaining Balance	\$0.00	\$0.00
B	Total	\$28,973.40

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)
\$9,400.00	\$28,973.40	-\$19,573.40

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 \$1,000,000 of the contract price,
(ii) 2 per cent of the next \$1,000,000 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

