

August 1, 2023

ZGEMI Inc.
100 Wilkinson Road, Unit 18
Brampton, Ontario
L6T 4Y9

Re: Our Project 2376-19
Bridgepoint Caregiver Centre
SUBSTANTIAL COMPLETION

Enclosed herewith please find our Certificate of Substantial Performance establishing August 1, 2023 as the date of Substantial Performance for the above Contracts in accordance with the requirements of Section 2 and 32 of the Construction Act.

Please arrange to publish, once, within 7 days, a copy of the attached certificate in a Construction Trade Newspaper in accordance with the Construction Act Section 32 Paragraph 5.

To facilitate holdback release, the following documents must be submitted:

- a) Tear sheet from the trade newspaper indicating that the enclosed certificate of Substantial Performance was published and the publication date.
- b) Statutory Declaration
- c) Certificate of Clearance from the Workers' Compensation Board.

The application for holdback release shall summarize the current or final contract value indicating net previous invoices and total holdback due.

We trust that you will correct promptly all outstanding deficiencies and look forward to final certification of your Contract.

Yours truly,
architects Tillmann Ruth Robinson inc.



Scott Robinson, Dipl. Arch., OAA, MRAIC, EDAC
Principal
SWR/arc

encl

**APPLICATION FOR SUBSTANTIAL
PERFORMANCE/CONTRACT COMPLETION**

To: Jeanie Tam, B.arch., Sci

Date: 07/13/2023

Toronto, ON

Contract No.: 237594

1 Bridgepoint Drive, Toronto, ON, M4K 2N1

In accordance with the contract requirements, I/We Zgemi Inc. (Name of Contractor)
hereby apply for:

- ☒ Certificate of Substantial Performance
- ☐ Certificate of Completion

As of the note date, the project noted above has achieved the degree of completion at which we feel the contract been substantially performed and hereby submit our application for the certificate of Substantial Performance.

The remaining value of work under this contract meets or is beneath, the value allowed by CCDC-2-2008 for the requirements of calculation Substantial Performance.

Contract Value including Allowances to "Date".....	14-May-2023	\$ 395,690.88
All work invoiced to date	14-May-2023	\$ 383,952.36
Less hold-back.....	14-May-2023	\$ 38,395.24
<hr/>		
Contract Value (Outstanding Value).....		\$ 11,738.52
Allowable Outstanding Value as per Lien Act, %3 of first \$1M.....		\$ 11,870.73

As per the above calculations, the Net Value to complete is less than the Allowable outstanding value and therefore, the project value completed to date is within the Construction Lien Act requirement for Substantial Performance. We request that you review and accept this application for the purpose of issuing the certificate.

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)

1 BRIDGEPOINT DRIVE

(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:

INTERIOR ALTERATIONS FOR THE BRIDGEPOINT CAREGIVER CENTRE

(short description of the improvement)

to the above premises was substantially performed on **AUGUST 1, 2023**
(date substantially performed)

Date certificate signed: **AUGUST 1, 2023**



(payment certifier where there is one)

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

Name of owner: **RICK GOWRIE**

Address for service: **600 UNIVERSITY AVENUE**

Name of contractor: **ZGEMI**

Address for service: **100 WILKINSON ROAD, UNIT 18, BRAMPTON, ONTARIO, L6T 4Y9**
architects Tillmann Ruth

Name of payment certifier (where applicable): **Robinson inc.**

Address: **700 - 200 Queens Avenue, London, Ontario N6A 1J3**

(Use A or B, whichever is appropriate)

☒ A. Identification of premises for preservation of liens:

1 BRIDGEPOINT DRIVE, 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:

(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)

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 1 Bridgepoint Drive	
Date of Contract: 01st December 2022	
Name of Owner BGIS CANADA	Name of Contractor ZGEMI INC.

Application for payment number J002539
dated March 06th 2023 is the last
application for payment for which the Contractor has
received payment.

Declaration

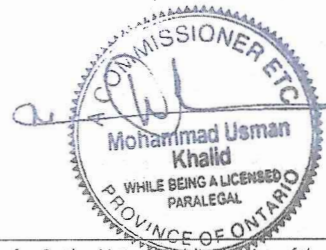
I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and 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 Brampton this 10th day of May in the year 2023
City/Town and Province

Satwinder Singh.
Name
Controller.
Title
[Signature]
Signature



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

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

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9A – 2018.

CCDC Copyright 2018
Canadian Construction Documents Committee

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)
ZGEMI INC.	18-100 WILKINSON RD, BRAMPTON, ON, L6T4Y9, CA	236220: Commercial and institutional building construction	A0000IJQG1	20-May-2023 to 19-Aug-2023

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.

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY) 05/29/2023																	
BROKER <div style="display: flex; align-items: center;"> <div> KASE Insurance Inc. 145 Front Street East Suite 207 Toronto, ON M5A 1E3 certificates@kaseinsurance.com </div> </div>			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.																			
INSURED'S FULL NAME AND MAILING ADDRESS Zgemi Inc. 100 Wilkinson Road, Unit 16-17 Brampton, ON L6T 4Y9			Company A	Northbridge Insurance																		
			Company B	Certain Lloyd's Underwriters through Premier Canada																		
			Company C																			
			Company D																			
			Company E																			
COVERAGES																						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.																						
TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	CO LTR A	POLICY NUMBER P04114808-0	POLICY EFFECTIVE DATE (MM/DD/YY) 05/21/2023	POLICY EXPIRATION DATE (MM/DD/YY) 05/21/2024	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>PERSONAL INJURY</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>EMPLOYER'S LIABILITY</td><td style="text-align: right;">\$</td></tr> <tr><td>TENANT'S LEGAL LIABILITY</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>NON-OWNED AUTOMOBILE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>HIRED AUTOMOBILE</td><td style="text-align: right;">\$ 75,000</td></tr> </table>		EACH OCCURRENCE	\$ 10,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGGREGATE	\$ 10,000,000	PERSONAL INJURY	\$ 10,000,000	EMPLOYER'S LIABILITY	\$	TENANT'S LEGAL LIABILITY	\$ 500,000	NON-OWNED AUTOMOBILE	\$ 10,000,000	HIRED AUTOMOBILE	\$ 75,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS/ ADDITIONAL INSURED Insured's Business Operations: RENOVATIONS, GENERAL CONTRACTING, AND 100% SUBBED OUT HAZMAT REMEDIATION BGIS Global Integrated Solutions Canada LP., and Sinai Health System is/are hereby added as Additional Insured but only with respect to the general liability arising out of the operations usual to the business of the Named Insured. Project: PPP5231578 – Bridgepoint Caregiver Center Address: 1 Bridgepoint Dr, Toronto, ON M4M 2B5																						
CERTIFICATE HOLDER			CANCELLATION																			
BGIS Global Integrated Solutions Canada LP 4175 14th Avenue Markham, ON L3R 0J2			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOUR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 20px;"> </div> Per: _____ Page 1 of 1																			