

March 21, 2024

mform Construction Group Inc.
80 North Queen Street
Suite 200
Toronto, Ontario
M8Z 2C9

Re: Our Project 2513-22
CBS HEARTLAND
Mississauga, Ontario
Substantial Completion

Enclosed herewith please find our Certificate of Substantial Performance establishing March 22, 2024 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

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

City of Mississauga

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

765 Britannia Road, Unit 1A & 2, Mississauga

(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:

Renovation and expansion of Canadian Blood Services Clinic

(short description of the improvement)

to the above premises was substantially performed on March 22, 2024

(date substantially performed)

Date certificate signed: 2024-03-22

Scott Robinson



(payment certifier where there is one)

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

Name of owner: Canadian Blood Services

Address for service: 1800 Alta Vista Drive, Ottawa, ON K1G 4J5

Name of contractor: mform Construction

Address for service: 80 North Queen Street, Suite 200, Toronto, M8Z 2C9

Name of payment certifier (where applicable): architects Tillmann Ruth
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:

765 Britannia Road, Unit 1A & 2, Mississauga

(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)

CALCULATION FOR SUBSTANTIAL PERFORMANCE



DATE	
CONTRACTOR	
PROJECT #	
DESCRIPTION	
Main Billing	\$2,105,715.00
Approved Change Orders	AMOUNT
Approved Change Orders	\$177,963.27
Approved Owner Change Orders - Costs TOTAL	\$177,963.27
Main Billing + Approved Change Orders	\$2,283,678.27

CALCULATION TO THE DETERMINE SUBSTANTIAL COMPLETION

A) The improvement to be made under this contract or a substantial part thereof is ready for use or is being used for the purposes intended

YES	X
NO	

B) The improvement to be made under this contract is capable of completion or, where there is a known

3% OF FIRST \$1,000,000.00	\$30,000.00
2% OF NEXT \$1,000,000.00	\$20,000.00
1% OF THE BALANCE	\$2,836.78
TOTAL	\$52,836.78

COST OF OUTSTANDING WORK	
A. BALANCE TO COMPLETE - Last Progress Draw No 10	LESS HOLDBACK
	\$121,130.27
B. SEASONAL DEFERRED WORK + ALLOWANCES	
DESCRIPTION	AMOUNT
Cash Allowances Unused	\$25,204.15
Deferred Work	
Signage (Pattison)	\$37,715.00
CO-40 Nurse Call	\$1,997.10
CO-49 BAS Control of RTU (forthcoming credit)	\$5,614.24
CO-47 Extended TV Mounts	\$1,454.57
mform fee (for deferred work)	\$1,919.18
TOTAL ALLOWANCES	\$25,204.15
TOTAL DEFERRED WORK	\$48,700.09
TOTAL SEASONAL DEFERRED WORK + ALLOWANCES	\$73,904.24
TOTAL COST OF OUTSTANDING WORK (BALANCE TO COMPLETE AS PER BILLING) - (SEASONAL Deferred WORK+ALLOWANCES)	\$47,226.03

\$ completed per Feb Draw = \$ 2,162,548.00

CHECK FOR SUBSTANTIAL COMPLETION OF THE CONTRACT	
ALLOWANCE FOR OUTSTANDING WORK AS PER CONSTRUCTION LIEN ACT	\$52,836.78
COST OF OUTSTANDING WORK - SEASONAL DEFERRED WORK + ALLOWANCES	\$47,226.03
IS THE CONSTRUCTION LIEN ACT ALLOWANCE FOR INCOMPLETE WORK GREATER THAN THE ACTUAL COST OF OUTSTANDING WORK ?	YES

Jeanie Tam

From: Jeanie Tam
Sent: Thursday, March 21, 2024 4:27 PM
To: Sperry, Deborah @ Halifax
Cc: Steve Ekoudi
Subject: RE: CBS Heartland - Substantial Performance - Owner's Direction to Proceed

Thank you Deborah, we will issue the form 9 tomorrow without certifying Draw #7. For your records, the only item missing for certifying Draw #7 is the stat decl from Draw #6.

From: Sperry, Deborah @ Halifax <Deborah.Sperry@cbre.com>
Sent: Thursday, March 21, 2024 4:19 PM
To: Jeanie Tam <Jeanie.Tam@attr.ca>
Cc: Steve Ekoudi <steve.ekoudi@blood.ca>
Subject: RE: CBS Heartland - Substantial Performance - Lien Address

Jeanie,

Steve Ekoudi has given his approval to issue the Form 9 without the final payment to Mform for Progress Draw #6. Pls proceed.

If additional information is required let us know as soon as possible.

Deborah Sperry, ARIDO, NCIDQ 20867, LEED AP
Senior Project Manager | Atlantic
CBRE | Project Management Canada
5855 Spring Garden Road, Suite 300 | Halifax, NS B3H 4S2
C +1 902 293 0950
deborah.sperry@CBRE.com

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2002 | YEARS OF
2022 | SERVICE IN
ATLANTIC
CANADA

From: Jeanie Tam <Jeanie.Tam@attr.ca>
Sent: Thursday, March 21, 2024 4:45 PM
To: Sperry, Deborah @ Halifax <Deborah.Sperry@cbre.com>
Subject: CBS Heartland - Substantial Performance - Lien Address

External

Hi Deborah,

Substantial Performance Calculator

Wednesday, January 31, 2024

Contract Value:			
Input Base Contract Amount ->	\$ 2,105,715.00	3% of First \$1,000,000.00	\$ 30,000.00 A
Input Change Order Amount ->	\$ 177,963.27	2% of Next \$1,000,000.00	\$ 20,000.00 B
		1% of Remaining Approved Balance	\$ 2,836.78 C
Total Project Sum->	\$ 2,283,678.27 H		
Value of Work Not Completed and Not Certified			
		Revised Contract Amount	\$ 2,283,678.27
		Value of Work Completed to Date	\$ 2,162,547.66
		Minus Unused Cash Allowances	-\$ 25,204.15
		Work Not Complete and Not Certified	\$ -
Itemized Breakdown			
Value of Deficient Work		Total Deficient Work	
		Work Not Complete + Deficient Work	-\$ 25,204.15 D
for Reasons Beyond the Control of the Contractor and Owner Consents to Removing from Calculation.			
		Signage	\$ 37,715.00
		QFC 50 - Controls for RTU Via BAS	\$ 5,614.24
		QFC 47 - Nurse Call Push Button	\$ 1,997.10
		CO-47 Extended TV Mounts	\$ 1,454.57
		mform fee	\$ 1,919.18
		Total	\$ 48,700.09 E
Items to be Deleted from the Contract at the Instruction of the Owner.		Not Applicable	\$ - F
Total of Work Not Completed and Deficient			-\$ 73,904.24 G=D-(E+F)
		Threshold allotment - must be lower than for SP	\$ 52,836.78 =A+B+C
Comp to Date:			
Input Base Amount Completed to Date ->	\$ 1,994,933.11	Balance remaining to complete	\$ 47,226.37 =G+H-I
Input Change Amount Completed to Date ->	\$ 167,614.55		
Total Project Sum to Date->	\$ 2,162,547.66 I	Substantial performance: yes/no	<input type="text" value="yes"/>

The Construction Lien Act states in part:

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 purpose 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 not more than,

(i) 3 per cent of first \$1,000,000 of the contract price,

(ii) 2 per cent of 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.

Idem

(2) For the purposes of this Act, where the improvement or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the improvement cannot be completed expeditiously for reasons beyond the control of the contractor or, where the owner and the contractor agree not to complete the improvement expeditiously, the price of the services or materials remaining to be supplied and required to complete the improvement shall be deducted from the contract price in determining substantial performance. R.S.O. 1990, c. C.30, s. 2 (2)