



Stantec Consulting Ltd.
300 - 675 Cochrane Drive West Tower, Markham ON L3R 0B8

**CERTIFICATE OF SUBSTANTIAL PERFORMANCE
OF THE CONTRACT
SECTION 32 OF CONSTRUCTION LIEN ACT**

Stantec File No. 1606 22151

Town of East Gwillimbury

(County/District or Regional Municipality/City or Borough of Municipality of Metropolitan Toronto in which premises are situated)

Murrell Blvd. - 30m south of Robert Baldwin Blvd. to 30m south of Manor Hampton Street

(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:

Murrell Blvd. Internal (Acorn)

TO THE ABOVE PREMISES WAS SUBSTANTIALLY PERFORMED ON:

December 20, 2019

(date substantially performed)

CERTIFICATE SIGNED

January 20, 2020

Alex Hahn

Date

Name

Signature

NAME OF OWNER:

Acorn Development Corporation

ADDRESS FOR SERVICE:

3500 Pharmacy Avenue, Unit 1, Toronto ON, M1W 2T6

NAME OF CONTRACTOR:

Wyndale Paving Co Ltd.

ADDRESS FOR SERVICE:

24 Cadetta Road, Brampton ON, L6P 0X4

NAME OF PAYMENT CERTIFIER:

Stantec Consulting Ltd.

ADDRESS FOR SERVICE:

300 - 675 Cochrane Drive West Tower, Markham, ON L3R 0B8

IDENTIFICATION OF PREMISES FOR PRESERVATION OF LIENS:

65R-34684 (Part 2)

(lot and plan or instrument registration number)

OFFICE TO WHICH CLAIM FOR LIEN AND AFFIDAVIT MUST BE GIVEN TO PRESERVE LIEN::

3500 Pharmacy Avenue, Unit 1, Toronto ON, M1W 2T6



Stantec Consulting Ltd.
300-2100 Derry Road West, Mississauga ON L5N 0B3

January 21, 2020
File: 1606 21317/ 54

Attention: Vince Palermo

Dear Mr. Palermo,

Reference: Substantial Performance / Holdback Release
Project: Murrell Blvd. Internal (Acorn)
Wyndale Paving Co Ltd.

With respect to 'Substantial Performance' certification for the Contract, we have prepared the following assessment in accordance with the Construction Lien Act:

A. Substantial Performance

The following provisions of the Construction Lien Act govern certification.

1. *For the purpose of the Act, a contract is substantially performed,*
 - (a) *when the improvement to be made under the 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 percent of the first \$1,000,000 of the contract price,*
 - ii) *2 percent of the next \$1,000,000 of the contract price, and*
 - iii) *1 percent of the balance of the contract amount.*
2. *For the purposes of this Act, where the improvement of 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.*



B. Assessment of Substantial Performance

The contract is Substantially Performed at this time, as requirements noted above have been fulfilled as follows.

- a) The works are ready for use and are being used for the purpose intended.
- b) The estimated cost to complete known deficiencies is less than the allowable cost to complete known deficiencies.

- i) Net contract amount governing Substantial Performance is calculated as follows:

• Contract amount, excluding unpaid contingency amount	\$139,482.90
• Total items have been deferred or deleted. See <u>Appendix B</u> .	\$5,925.40

Net Contract Amount \$133,557.50*

* This Net Contract Amount is used for purpose of Substantial Performance calculation below.

- ii) The allowed cost to complete deficiencies (per Lien Act) based on a Net Contract Amount of \$133,557.50* (from above) is calculated as:

$$3\% \times \$133,557.50 = \$4,006.73$$

Allowed Cost to Complete Deficiencies is: \$4,006.73

- iii) Estimated Cost to Complete known deficiencies as follows is:

Estimated Cost to Complete Deficiencies within Contract I:

See Appendix C.

\$4,000.00

From the above we conclude that the total 'Estimated Cost to Complete' known deficiencies is less than the 'Allowed Cost to Complete' known defects and therefore Contract I is 'Substantially Performed'.



C. Contract Provisions - Holdback Release

In accordance with the contract provisions, items which govern holdback release are summarized as follows:

- (a) For 10% Statutory Holdback Release;
 - i) The Contract Agreement stipulates that "sixty (60) days after advertisement of Substantial Performance as described in the Construction Lien Act, the Engineer will certify payment of the ten (10%) percent Statutory Holdback. ..." and the Owner shall pay the certified sum to the Contractor within ten (10) days of certification of payment.

Based on our assessment of Substantial Performance, we will issue the 'Substantial Performance Certificate'.

This holdback will be certified for release after expiry of the lien period and supply of supporting documentation by the contractor.

D. Summary

With the determination of Substantial Performance, expiry of the lien period, and supply of the appropriate documentation, the following amounts will be certified for release on or about March 20, 2020 (subject to the timing of advertisement by the contractor):

10% Statutory Holdback (of previous PC # 2)	\$11,683.91
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Note that this letter is not a Payment Certificate.

We trust the above is satisfactory. Please call me if you wish to discuss this further.

STANTEC CONSULTING LTD.

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Attachment: Certificate of Substantial Performance, Appendix B & C

c. Carmen Restivo

Appendix B - Substantial Performance**Incomplete Work Deferred or Deleted***Based on P.C. No. 2 issued January 17, 2020**Amounts exclusive of HST*

Contract Item		Description	Amount
Part	Item		
A	10	Permanent double coat paint (durable thermal plastic) as per Drawing 901 & 903.	\$5,925.40
TOTAL Incomplete Work Deferred or Deleted			\$5,925.40

Appendix C - Substantial Performance**Estimated Cost to Complete Known Deficiencies***Based on P.C. No. 2 issued January 17, 2020**Amounts exclusive of HST*

A	1.b	Top curb and gutter R&R in areas with top asphalt (hand forming)	\$2,000.00
A	1.c	Top curb R&R in areas with top asphalt (Ph1 internal)	\$2,000.00
TOTAL Estimated Cost to Complete Known Deficiencies			\$4,000.00