

# PETROFF

December 10, 2020

The Cadillac Fairview Corporation Limited  
20 Queen Street West, 5<sup>th</sup> floor  
Toronto, Ontario  
M5H 3R2

**Attention:** **Mr. David Stewart**  
**Director, Project Management, Development**

**Re:** **Certification of Substantial Performance**  
**PPA Project No. 18051**  
**Fairview Park Mall – Ellis Don Phase 1 & 2**  
**Housekeeping, Hardware Building Demo & Walmart Site Works**  
**Kitchener, Ontario**

Dear Sir,

In accordance with Section 32 of the Construction Act, R.S.O. 1990, c.C.30, we have certified that EllisDon Corporation had substantially performed the work of above noted project on November 25, 2022. Enclosed herewith is a Certificate of Substantial Performance, a copy of which is being simultaneously forwarded to EllisDon Corporation who will make application for Release of Holdback, prepare and submit all “wrap up” documentation and work towards total performance of the contract.

Please be advised that the holdback monies are due and payable one day after termination of the prescribed sixty (60) day lien waiting period of which commences from the following date of publication of the certificate. The contractor shall publish a copy of the certificate once in a construction trade newspaper. Copy of notice of publication to be forwarded to Owner and the Architect. Once we have received proof of publication, we will issue a Certificate for Payment for the holdback amount.

Yours truly,



Ray R. Lall,  
Senior Associate

Cc Mr. Dave Pitre - Cadillac Fairview Corporation Limited  
Mr. Max Murray - EllisDon Corporation  
Mr. Mike Stewart - EllisDon Corporation

**CERTIFICATE OF SUBSTANTIAL PERFORMANCE**

**PROJECT NAME:** Fairview Park Grand Market District Phase 1 and Phase 2

**OWNER:** Ontrea Inc. by it's agent The Cadillac Fairview Corporation Limited

**ADDRESS:** 20 Queen Street West, 5th Floor, Toronto, ON

**PRIME CONSULTANT:** Petroff Partnership Architects

**DATE OF CERTIFICATE:** November 25, 2020

**CONTRACTOR:** EllisDon Corporation

In accordance with the contract dated 2019/05/24 between the Owner and the Contractor, we as the general contractor for the work on the project, hereby certify that,

1. The work is in accordance with the plans and specifications;
2. The work is being used for the purposes intended;

**AND**

3. The work to be done under the contract is capable of completion or correction of a cost of not more than \$185,838.00

The Contractor and his subcontractors shall continue to work towards total completion. Provided no liens are registered, holdback monies comprising the major lien fund withheld under the contract may be paid 46 days after the date of this Certificate.

The issuance of this Certificate does not release the Subcontractor or Contractor from the duty of completing the work pursuant to the terms of the contract, nor shall it be construed as an acceptance of defective work or of improper materials. Warranty obligations shall be in accordance with the Contract Documents.

This Certificate will be posted in accordance with section 32 of the "Construction Act".

**CERTIFIED BY:** Max Murray

**Contractor:** EllisDon Construction Services Inc.

**Signature:**  \_\_\_\_\_

**Date:** November 25, 2020



EllisDon Construction Services  
Inc.  
7330 Fisher Street S.E.  
Suite 300  
Calgary, Alberta  
T2H 2H8  
Tel: (403)259-6627  
Fax: (905) 253-4191  
[www.ellisdon.com](http://www.ellisdon.com)

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

*Construction Act*

**City of Kitchener**

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

**2960 Kingsway Drive, Kitchener Ontario, and 200 Fairway Road South, Kitchener 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:


**Fairview Park Grand Market District Phase 1 and Phase 2**

(short description of the improvement)

to the above premises was substantially performed on **November 25, 2020**

(date substantially performed)

Date certificate signed: **December 10, 2020**

 (signed by Ray Lall for Petroff Partnership Architects)

(payment certifier where there is one)

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

**Ontrea Inc. by it's agent The Cadillac Fairview Corporation**

Name of owner: **Limited**

Address for service: **20 Queen Street West, 5<sup>th</sup> Floor, Toronto, ON**

Name of contractor: **Ellisdon Corporation**

Address for service: **2045 Oxford Street East, London, ON**

Name of payment certifier (where applicable): **Petroff Partnership Architects**

Address: **260 Town Center Blvd. Suite 300, Markham, ON L3T 8H8**

(Use A or B, whichever is appropriate)

- A. Identification of premises for preservation of liens:  
**- PLAN 962 PT LOT 4 PLAN 961 PT LOTS 10 & 14 RP 58R-1539 PARTS 1,2,3,4,5,6, 22.24 & 25**  
**- PLAN 961 PT LOT 10 PT LOT 14 PLAN 962 PT LOT 4**

(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, a concise description of the premises, including addresses, and the name and address of the person or body to whom the claim for lien must be given)

**Substantial Performance  
Calculation**

**Fairview Park Grand Market District Phase 1 and Phase 2**

Original Contract Value - Phase 1	\$344,692.00
Original Contract Value - Phase 2	\$12,565,620.00
<b>Contract Value Subtotal:</b>	<b>\$12,910,312.00</b>
Changes To Date - Phase 2	\$2,461,996.16
Changes To Date - Walmart Watermain CCN 50	\$543,491.04
<b>Changes Subtotal:</b>	<b>\$3,005,487.20</b>
<b>Revised contract value Including Changes</b>	<b>\$15,915,799.20</b>

**Deduct work unable to be complete**

Unused Owner Contingency	\$150,000.00
Unused Variance Amounts	\$182,000
	\$0
	\$0
<b>Total Deductions</b>	<b>\$332,000</b>

<b>Revised Contract Value for Substantial Completion</b>	<b>\$15,583,799.20</b>
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**Calculation for Substantial**

Revised Contract Value for substantial Calculation	\$15,583,799
3% of first \$1,000,000	\$30,000
2% of the next \$1,000,000	\$20,000
1% of the balance of the revised contract value	\$135,838
<b>Balance to complete must be less than:</b>	<b>\$185,838</b>

Amount unbilled from November Invoice	\$450,017.20
subtract items unable to bill (Unused Contingency)(ED Cash Allowances)	\$332,000
<b>Actual Balance to complete</b>	<b>\$118,017.20</b>