

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)

88 Queens Quay W - Level 14, 15, 17

.....
(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 Fit-out for level 14, 15, 17

.....
(short description of the improvement)

to the above premises was substantially performed on
(date substantially performed)

Date certificate signed: July 7 2022

Linda Newayer Perkins + Will Canada Inc
.....
(payment certifier where there is one) (owner and contractor, where there is no payment certifier)

Name of owner: Royal Bank of Canada

Address for service: 88 Queens Quay W - Level 14, 15, 17 Toronto, ON, M5J 0B6

Name of contractor: Mirtren Construction Ltd.

Address for service: 50 Nashdene Road, Unit #10 Toronto, ON M1V 5J2

Name of payment certifier (where applicable): Perkins + Will Canada Inc

Address: 110 Yonge St. Level 12, Toronto, ON, M5C 1T4
.....
(Use A or B, whichever is appropriate)

A. Identification of premises for preservation of liens:
88 Queens Quay W - Level 14, 15, 17 Toronto, ON, M5J 0B6
.....
(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)



MIRIREN CONSTRUCTION LIMITED

50 Nashdene Road, Unit # 110. Scarborough, Ontario, M1V 5J2
 T (416) 2192-9393 W: www.mirtren.com F (416) 292-6437

Contract Name: Mirtren Construction Limited

Project Name: RBC WPP, 88 Queens Quay, Toronto, ON

Project Number: S22-018

Date Submitted: June 30, 2022

(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 25th of July. 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

Contract Price	\$85,778.03
Deferred Work (Light fixtures still 4 weeks out)	\$6,261.40
Revised Total Contract Price to determine SP	\$79,516.63

A Value of Work Remaining including Deficiencies **\$166.00**

Lien Act calculation to determine Substantial Performance

3% of Contract Price up to 1mil	\$79,516.63	\$2,385.50
2% of Contract Price within the next 1mil	\$0.00	\$0.00
1% of Remaining Balance	\$0.00	\$0.00
B Total		\$2,385.50

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)
\$166.00	\$2,385.50
	-\$2,219.50

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 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 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

