No. S-264260
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF 464 EAGLECREST DRIVE LIMITED PARTNERSHIP, TCD DEVELOPMENTS (GIBSONS) LTD. AND 464 EAGLECREST DRIVE PROPERTIES LTD.

PETITIONERS

SUPPLEMENT TO THE THIRD REPORT OF THE MONITOR

September 21, 2026

FTI CONSULTING

SUPPLEMENT TO THE THIRD REPORT OF THE MONITOR

Table of Contents

INTRODUCTION 3
PURPOSE 4
TERMS OF REFERENCE 4
ENGAGEMENT OF A GENERAL CONTRACTOR 5
CONCLUSIONS AND RECOMMENDATIONS 6

INTRODUCTION

1. On June 8, 2026, 464 Eaglecrest Drive Limited Partnership ("**464 LP**" or the "**Company**"), TCD Developments (Gibsons) Ltd. ("**TCD**") and 464 Eaglecrest Drive Properties Ltd. ("**464 Ltd.**", and collectively, "**Eaglecrest"** or the "**Petitioners**") made an application for and were granted an initial order (the "**Initial Order**") to commence proceedings (the "**CCAA Proceedings**") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

2. The Petitioners are a real estate development group which have spent the past several years developing and constructing a residential complex in Gibsons, British Columbia known as Eagle View Heights (the "**Project**").

3. The Initial Order provides for, among other things:

    a. A stay of proceedings against the Petitioners (the "**Stay of Proceedings**") until June 18, 2026;

    b. The appointment of FTI Consulting Canada Inc. as the Monitor of the Petitioners (the "**Monitor**");

    c. The approval of an interim financing facility in an amount of up to $6.75 million (the "**DIP Facility**") to be advanced by Tru Cooperative Bank, formerly known as First West Credit Union (the "**Interim Lender**") and a charge in favour of the Interim Lender to the maximum amount of the DIP Facility (the "**Interim Lender's Charge**"); and

    d. The approval of a charge in favour of the Petitioners' legal counsel, the Monitor and the Monitor's legal counsel (the "**Administration Charge**") for an aggregate amount not to exceed $200,000.

4. On June 18, 2026, the Petitioners sought and obtained an amended and restated initial order (the "**ARIO**") extending the Stay of Proceedings to September 8, 2026.

5. On September 4, 2026, the Monitor sought and obtained an extension of the Stay of Proceedings under the ARIO to January 15, 2027.

6. On September 21, 2026, the Monitor filed a notice of application in advance of a hearing to be held on October 5, 2026, for an order (the "**Contract Approval Order**") authorizing the Monitor to enter into a Stipulated Price Contract (the "**Panorama Contract**") with Panorama West Group ("**Panorama**") for Panorama to act as the general contractor to complete the outstanding construction work on the Project.

PURPOSE

7. The purpose of this report is to provide this Honourable Court and the Petitioners' stakeholders with information regarding the following:

    a. The Panorama Contract;

    b. The events occurring on site with respect to Kindred Construction Ltd. ("**Kindred**") subsequent to the issuance of the Third Report of the Monitor dated September 16, 2026; and

    c. The Monitor's conclusions and recommendations.

TERMS OF REFERENCE

8. In preparing this report, the Monitor has relied upon certain information (the "**Information**") including the Petitioners' unaudited financial information, books and records and discussions with senior management of the Petitioners ("**Management**").

9. Except as described in this report, the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would

comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

10. The Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

11. Future-oriented financial information reported to be relied on in preparing this report is based on Management's assumptions regarding future events. Actual results may vary from forecast and such variations may be material.

12. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

ENGAGEMENT OF A GENERAL CONTRACTOR

13. As detailed in the Third Report of the Monitor, at the date of the Third Report the Monitor was negotiating with Panorama on the terms of Stipulated Price Contract for the completion of the outstanding construction work on the Project.

14. The Monitor advises that those negotiations have now been concluded and accordingly is seeking the approval of this Honourable Court to enter into the Stipulated Price Contract with Panorama (the "**Panorama Contract**").

15. A copy of the Panorama Contract is attached as Appendix "A" to this report. The primary terms of the Panorama Contract are as follows:

    a. The fixed price is approximately $3.8 million (excluding GST). This was revised upwards from the $3.7 million reported in the Third Report as a result of a quote received from one of the trades that was previously under-estimated;

    b. The scope will include completing the outstanding construction work on buildings 1 to 12 of Phase 1 of the project and the common areas including the outdoor

swimming pool, the park and retention pond as well as any deficiencies identified in the most recent consultant reports;

c. Panorama will have authority to interact with the engineering and other consultants as necessary;

d. The contract substantively mirrors the current CCDC 5 contract in place with the existing general contractor;

e. Panorama is tasked with addressing deficiencies needed for compliance with New Home Warranty insurance;

f. Panorama will provide warranty for its workmanship on a prospective basis; and

g. The construction schedule anticipates re-commencing construction on September 22, 2026 and concluding on December 18, 2026.

CONCLUSIONS AND RECOMMENDATIONS

16. On the basis of the reasons summarized in the Third Report, the Monitor recommends the approval of the Panorama Contract as it will allow for construction activity to resume and advance the Project towards completion.

17. Accordingly, the Monitor is seeking the approval of this Honourable Court for the Monitor to execute the Panorama Contract.

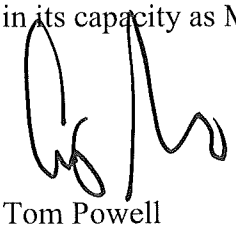
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All of which is respectfully submitted this 21st day of September, 2026.

FTI Consulting Canada Inc.
in its capacity as Monitor of the Petitioners

All of which is respectfully submitted this 5th day of October, 2026.

FTI Consulting Canada Inc.
in its capacity as Monitor of the Petitioners



For: Tom Powell
Senior Managing Director



Craig Munro
Managing Director

CCDC 2

CCDC 2

Stipulated Price Contract

2020

EagleView Heights

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 2 STIPULATED PRICE CONTRACT

TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR
A-1 The Work
A-2 Agreements and Amendments
A-3 Contract Documents
A-4 Contract Price
A-5 Payment
A-6 Receipt of and Addresses for Notices in Writing
A-7 Language of the Contract
A-8 Succession

DEFINITIONS
Change Directive
Change Order
Construction Equipment
Consultant
Contract
Contract Documents
Contract Price
Contract Time
Contractor
Drawings
Notice in Writing
Owner
Other Contractor
Payment Legislation
Place of the Work
Product
Project
Ready-for-Takeover
Shop Drawings
Specifications
Subcontractor
Substantial Performance of the Work
Supplemental Instruction
Supplier
Temporary Work
Value Added Taxes
Work
Working Day

GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS
GC 1.1 Contract Documents
GC 1.2 Law of the Contract
GC 1.3 Rights and Remedies
GC 1.4 Assignment

PART 2 ADMINISTRATION OF THE CONTRACT
GC 2.1 Authority of the Consultant
GC 2.2 Role of the Consultant
GC 2.3 Review and Inspection of the Work
GC 2.4 Defective Work

PART 3 EXECUTION OF THE WORK
GC 3.1 Control of the Work
GC 3.2 Construction by the Owner or Other Contractors
GC 3.3 Temporary Work
GC 3.4 Construction Schedule
GC 3.5 Supervision
GC 3.6 Subcontractors and Suppliers
GC 3.7 Labour and Products
GC 3.8 Shop Drawings

PART 4 ALLOWANCES
GC 4.1 Cash Allowances
GC 4.2 Contingency Allowance

PART 5 PAYMENT
GC 5.1 Financing Information Required of the Owner
GC 5.2 Applications for Payment
GC 5.3 Payment
GC 5.4 Substantial Performance of the Work and Payment of Holdback
GC 5.5 Final Payment
GC 5.6 Deferred Work
GC 5.7 Non-conforming Work

PART 6 CHANGES IN THE WORK
GC 6.1 Owner's Right to Make Changes
GC 6.2 Change Order
GC 6.3 Change Directive
GC 6.4 Concealed or Unknown Conditions
GC 6.5 Delays
GC 6.6 Claims for a Change in Contract Price

PART 7 DEFAULT NOTICE
GC 7.1 Owner's Right to Perform the Work, Terminate the Contractor's Right to Continue with the Work or Terminate the Contract
GC 7.2 Contractor's Right to Suspend the Work or Terminate the Contract

PART 8 DISPUTE RESOLUTION
GC 8.1 Authority of the Consultant
GC 8.2 Adjudication
GC 8.3 Negotiation, Mediation and Arbitration
GC 8.4 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY
GC 9.1 Protection of Work and Property
GC 9.2 Toxic and Hazardous Substances
GC 9.3 Artifacts and Fossils
GC 9.4 Construction Safety
GC 9.5 Mould

PART 10 GOVERNING REGULATIONS
GC 10.1 Taxes and Duties
GC 10.2 Laws, Notices, Permits, and Fees
GC 10.3 Patent Fees
GC 10.4 Workers' Compensation

PART 11 INSURANCE
GC 11.1 Insurance

PART 12 OWNER TAKEOVER
GC 12.1 Ready-for-Takeover
GC 12.2 Early Occupancy by the Owner
GC 12.3 Warranty

PART 13 INDEMNIFICATION AND WAIVER
GC 13.1 Indemnification
GC 13.2 Waiver of Claims

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on 18th day of September in the year 2026 .
by and between the parties

464 Eaglecrest Drive Limited Partnership by its general partner TCD Developments (Gibsons) Ltd.

hereinafter called the "*Owner"*

and

1135361 BC Ltd.

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

EagleView Heights residential development

located at *(insert below the Place of the Work)*

464 Eaglecrest Drive, Gibsons, B.C. V0N 1V8

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

Ankenman Associates Architects Inc.

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 22nd day of September in the year 2026 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 18th day of December in the year 2026 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

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ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions
- *

*Supplementary Conditions, which as stated therein modify and take precedence over the Agreement between the Owner and Contractor, Definitions and General Conditions

* Schedule A - Field Review Reports

* Schedule B - Construction Schedule

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)*

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ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

three million eight hundred nineteen thousand seven hundred thirty two /100 dollars $ 3,819,732.00

4.2 *Value Added Taxes* (of 5 %) payable by the *Owner* to the *Contractor* are:

one hundred ninety thousand nine hundred eighty six and sixty cents /100 dollars $ 190,986.60

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

four million ten thousand seven hundred eighteen and sixty cents /100 dollars $ 4,010,718.60

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

.1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,

.2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and

.3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

(Insert name of chartered lending institution whose prime rate is to be used)

TD Canada Trust

for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

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Owner

464 Eaglecrest Drive Limited Partnership by its general partner TCD Developments (Gibsons) Ltd.

*name of Owner**

c/o FTI Consulting Canada Inc., Suite 1650 PO Box 10089, 701 West Georgia St., Vancouver, B.C.
Attention: Craig Munro and Tom Powell

address

craig.munro@fticonsulting.com; tom.powell@fticonsulting.com

email address

Contractor

1135361 BC Ltd.

*name of Contractor**

c/o Panorama West Group 101 - 15150 56 Avenue Surrey, BC V3S 1B8
Attention: Vipran Sandhu

address

vipran.sandhu@gmail.com

email address

Consultant

Ankenman Associates Architects Inc.

*name of Consultant**

1645 W 5th Ave Vancouver, BC V6J 1N5

address

timothy@amarchitects.com

email address

** If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

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In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

_____
signature

_____
name of person signing

OWNER

464 Eaglecrest Drive Limited Partnership by its general partner TCD Developments (Gibsons) Ltd.

_____
name of Owner

_____
signature

_____
name and title of person signing

WITNESS

_____
signature

_____
name of person signing

CONTRACTOR

1135361 BC Ltd.

_____
name of Contractor

_____
signature

_____
name and title of person signing

N.B. *Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment.*

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Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.

1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.

1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents.* If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.

1.1.5 If there is a conflict within the *Contract Documents*:

.1 the order of priority of documents, from highest to lowest, shall be

- the Agreement between *Owner* and *Contractor*,
- the Definitions,
- Supplementary Conditions,
- the General Conditions,
- Division 01 of the *Specifications*,
- technical *Specifications*,
- material and finishing schedules,
- the *Drawings*.

.2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.

.3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.

.4 amended or later dated documents shall govern over earlier documents of the same type.

.5 noted materials and annotations shall govern over graphic indications.

1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:

.1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

.2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.11 Physical models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

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1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.

2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to perform the *Work* in accordance with the *Contract Documents*.

2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.9 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.11 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor.*

2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

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2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.

2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

2..2.18 If the *Consultant*'s engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly *Other Contractors'* work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

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3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner*'s own forces with the *Work* of the *Contract*;

.2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;

.3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;

.2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner*'s own forces that are identified in the *Contract Documents*;

.3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and

.4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.

3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

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GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner*'s own forces.

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3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.8.4 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents.* The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.8.6 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfil the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

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GC 5.2 APPLICATIONS FOR PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.

5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.

5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.

5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PAYMENT

5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:

.1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*s application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.

5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.

5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

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5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

GC 5.5 FINAL PAYMENT

5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner,* with a copy to the *Contractor*.

5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.

5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

GC 5.7 NON-CONFORMING WORK

5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
.1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
.2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

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6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

.1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:

(1) trade labour in the direct employ of the *Contractor*;

(2) the *Contractor*'s personnel when stationed at the field office;

(3) the *Contractor*'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and

(4) the *Contractor*'s office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

.2 cost of all *Products* including cost of transportation thereof;

.3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000 owned by the *Contractor*;

.4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under $1,000;

.5 cost of all equipment and services required for the *Contractor*'s field office;

Subcontract

.6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

.7 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;

.9 cost of quality assurance such as independent inspection and testing services;

.10 charges levied by authorities having jurisdiction at the *Place of the Work*;

.11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;

.12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;

.13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;

.14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;

.15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;

.16 cost for removal and disposal of waste products and debris;

.17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:

(1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,

(2) the result of the negligent acts or omissions of the *Contractor*, or

(3) the result of a breach of this *Contract* by the *Contractor*;

.18 cost of auditing when requested by the *Owner*; and

.19 cost of *Project* specific information technology in accordance with the method determined by the parties.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

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.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time,
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

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7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:

.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or

.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:

.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,

.2 withhold further payment to the *Contractor* until a final certificate for payment is issued,

.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and

.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:

.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,

.2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,

.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or

.4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

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in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 ADJUDICATION

8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
.1 within 20 *Working Days* after the *Contract* was awarded, or
.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.

8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
.1 held in abeyance until:
(1) *Ready-for-Takeover*,
(2) the *Contract* has been terminated, or
(3) the *Contractor* has abandoned the *Work*,
whichever is earlier; and

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.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

GC 8.4 RETENTION OF RIGHTS

8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work*, the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
.1 errors or omissions in the *Contract Documents*; or
.2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or the *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.5 If the *Contractor*
.1 encounters toxic or hazardous substances at the *Place of the Work*, or
.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,
which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

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9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.

9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.

9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.

9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner*'s own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.

9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing,

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

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.3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
.4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.

9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
.1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
.4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

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10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Ready-for-Takeover*;

(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and

(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:

(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

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that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.8 Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

.1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.

.2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.

.3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.

.4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.

.5 Make available a copy of the as-built drawings completed to date on site.

.6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.

.7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.

.8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor*'s list and application:

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.1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
.2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
.1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
.2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
.3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
.1 caused by:
(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
.2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

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13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.
.3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
.4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.

13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.

13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
.3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
.4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
.1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
.2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
.1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

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.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
.3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
.5 claims arising pursuant to GC 12.3 – WARRANTY; and
.6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.

13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.

13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
.1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
.2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
.3 claims arising under GC 12.3 – WARRANTY; and
.4 claims for which *Notice is Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.

13.2.6 "*Notice in Writing* of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
.1 a clear and unequivocal statement of an intention to claim;
.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
.3 a statement of the estimated quantum of the claim.

13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.

13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions (SC's) form part of the *Contract Documents.* The CCDC Document 2 – 2020 "Agreement between *Owner* and *Contractor*", "Definitions", and "General Conditions of the Stipulated Price Contract" are supplemented, modified and amended as set out in these Supplementary Conditions. The accompanying appendices and any attachments form part of these Supplementary Conditions. Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

SC1. AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC1.1 Insert at the end of paragraph 2.2 of Article A-2 the following: "For an amendment to be effective and binding on the *Owner* it must be in writing and signed or approved by the proper signing authorities of the *Owner* who shall be identified to the *Contractor* at the execution of this Agreement."

SC1.2 In paragraph 5.1 of Article A-5 delete "and *Payment Legislation,"* in the first line and delete "*Payment Legislation"* in subparagraph 5.1.1 and replace with "applicable lien legislation".

SC1.3 Delete paragraph 5.2.2 of Article A-5 and replace with the following:

"5.2.2 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest on such unpaid amounts shall only become due and payable, provided that where the Owner disputes the Contractor's entitlement to an amount by Notice in Writing given in accordance with the Contract, interest on the disputed portion only shall not become due and payable until the issue of payment is determined by arbitration or the court until the issue of payment is determined by arbitration or the court. In the case of settlement of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, interest if any shall be paid in accordance with the terms of the settlement or other resolution of the claim."

SC1.4 Add to the end of paragraph 6.2 of Article A-6 the following:

"Provided that, despite paragraph 6.1 of this Article, a *Notice in Writing* sent by facsimile or other form of electronic communication shall not be given if the sender receives an error message during transmission of the *Notice in Writing*."

SC1.5 In paragraph 8.1 of Article A-8, immediately before the word "assigns" in the second line insert the word "permitted".

SC1.6 Add as Article A-9 [CONFIDENTIALITY] the following:

"**ARTICLE A-9 CONFIDENTIALITY**

9.1 The *Contractor* shall, both during or following the term of the *Contract*, maintain the confidentiality and security of all *Confidential Information* and *Personal Information*, and that it shall not directly or indirectly disclose, destroy, exploit, or use any *Confidential Information* or *Personal Information*, except where required by law, without first obtaining the written consent of the *Owner*. The *Contractor* may disclose any portion of the *Contract Documents* or any other information provided to the *Contractor* by the *Owner* to any *Subcontractor* or *Supplier* if the *Contractor* discloses only such information as is necessary to fulfill the purposes of the *Contract* and the *Contractor* has included a commensurate confidentiality provision in its contract with the *Subcontractor* or *Supplier*. The *Contractor* acknowledges that it will comply with all requirements of the *Personal Information Protection and Electronic Documents Act*."

SC1.9 Add as Article A-10 [MISCELLANEOUS] the following:

"**ARTICLE A-10 MISCELLANEOUS**

10.1 FTI Consulting Canada Inc. ("**FTI**") is executing this *Contract* on behalf of TCD Developments (Gibsons) Ltd. and 464 Eaglecrest Drive Limited Partnership (by its general partner, 464 Eaglecrest Drive Properties Ltd.) in its capacity as court appointed Monitor and not in any personal, corporate or other capacity and neither FTI, nor any of its respective directors, officers, agents, servants or employees shall have any personal, corporate or any other liability hereunder or at common law, or by statute, equity or otherwise as a result hereof. Any claims of the *Contractor* under this *Contract* shall be limited to and only enforceable against the property and assets of 464 Eaglecrest Drive Limited Partnership (by its general partner, 464 Eaglecrest Drive Properties Ltd.). For certainty, nothing in this Article A-10 waives, releases, subordinates or postpones any

builders lien rights of the *Contractor* under the *Builders Lien Act*, except to the extent as may be required or ordered by the *CCAA Proceedings,* or any priority, charge, or other protection that may be granted to the *Contractor* by order of the Court in the *CCAA Proceedings*.

10.2 The *Contract* may be executed in counterparts each of which when executed by a party will be deemed to be an original, and which may be transmitted by fax or scanned and e-mailed, and if so executed and transmitted and such counterparts will together constitute one and the same instrument and the *Contract* will be for all purposes as effective as if the parties had delivered an executed original *Contract*."

SC1.10 Add as Article A-11 [NO ASSUMPTION OF PRIOR OBLIGATIONS] the following:

"**ARTICLE A-11 NO ASSUMPTION OF PRIOR OBLIGATIONS**

11.1 The *Contractor* does not assume, and shall have no liability or responsibility for, any debt, obligation, contract, lien, claim, deficiency, defective work, safety violation, or other liability of any kind arising out of or relating to the performance of, or failure to perform, work on the *Project* by any contractor, subcontractor, supplier, or other party that arose prior to September 17, 2026, except to the extent expressly assumed under GC 3.10 [PRE-EXISTING WORK].

11.2 Intentionally deleted.

11.3 Nothing in this Article A-11 affects the *Contractor's* obligations under GC 3.10 [PRE-EXISTING WORK] to complete and/or correct the *Identified Deficiencies*.

SC2. DEFINITIONS

SC2.1 The following definitions are added:

Appliable Laws
Applicable Laws means any and all statutes, laws, by-laws, regulations, codes and orders of governmental authorities having jurisdiction in connection with the performance of the *Work*, including, without limitation, the British Columbia Building Code, as amended.

As-Built Drawings
As-Built Drawings means drawings prepared by the *Contractor* by marking on a copy of the Drawings the changes from the Drawings which occur during construction as described in SC 14.2 (GC 3.88).

Builders Lien Act
Builders Lien Act refers to the *Builders Lien Act*, S.B.C. 1997 c.45, as amended from time to time. The *Builders Lien Act* is the lien legislation applicable to the *Place of the Work*, for the purpose of the *Contract*.

Builders Lien Holdback
Builders Lien Holdback refers to the holdback retained by the *Owner* under the *Builders Lien Act* as provided for in the *Contract*.

Confidential Information
Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) which is communicated to or comes into the possession or control of the *Contractor* at any time, but *Confidential Information* shall not include information that:

(a) is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public;

(b) the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;

(c) the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or

(d) is independently developed by the *Contractor* without use of any *Confidential Information*.

Consequential Damages
Consequential Damages means any indirect, incidental, special, or consequential damages, such as, but not limited to, lost profits anticipated or lost revenue, loss of product, income, financing, business and reputation, loss of management or employee productivity, office expenses, compensation of personnel, failure to realize expected savings or opportunities, or any other indirect commercial or economic loss, excluding the costs expressly permitted by GC 7.1.8.

Construction Schedule
Construction Schedule means the schedule (as the same may be amended from time to time in accordance with the terms of this *Agreement*), developed by the *Contractor* and agreed to by the *Owner*to track the construction of the *Work* as amended from time to time. The *Construction Schedule* shall utilize the critical path methodology and must identify early dates and late dates as well as critical path activities and completion milestones, including the date for *Total Completion of the Work*.

Deficiency Holdback
Deficiency Holdback has the meaning given to it in GC 2.4.3.

Existing Work
Existing Work means the portions of any work performed by any contractor, subcontractor, or supplier in connection with the *Project* prior to September 15, 2026, and which excludes the *Work*.

Field Review Reports
Field Review Reports means the *Consultant's* field review reports, deficiency lists, and inspection reports identified in **Schedule A,** describing the condition and completeness of the *Existing Work* and which sets out the *Identified Deficiencies* that form part of the *Work.*

Identified Deficiencies
Identified Deficiencies means the deficiencies, defects and incomplete items identified in the *Field Review Reports* that form part of the *Work* and which the *Contractor* is required to remedy, correct, and/or complete as part of the *Work* for the *Contract Price*.

Owner's Representative
Owner's Representative means the representative appointed by the *Owner*, as designated in writing from time to time.

Recovery Schedule
Recovery Schedule refers to documentation and information produced, prepared and provided by the *Contractor* to the *Project Manager* and *the Consultant* to establish to the satisfaction of the *Project Manager* and *the Consultant* how the progress of the *Work* or any aspect of it will be expedited to ensure that the construction schedule, and specific milestone dates from time to time designated by the *Owner* acting reasonably, will be met. The *Recovery Schedule* will provide full and sufficient detail to enable the *Project Manager* and *the Consultant* to be satisfied as to the precise steps that the *Contractor* will take to expedite progress, including but not limited to detailing any proposed increase in manpower, any proposed overtime work, any proposed re-sequencing of *Work* and any proposed expediting of deliveries of *Product* or equipment.

Submittals
Submittals means documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*, *As-Built Drawings*, operation and maintenance manuals for the *Work*, and all warranty documents.

Total Completion of the Work
Total Completion of the Work means when the entire *Work*, except those items arising from the provisions of GC 12.3 – WARRANTY, has been performed to the requirements of the *Contract Documents* and is confirmed to have been reached by the *Owner*."

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

SC3. CONTRACT DOCUMENTS (GC 1.1)

SC3.1 Add new subparagraphs 1.1.12 to 1.1.14:

"1.1.12 No claims will be allowed for any work or materials that form part of the *Work* or that are otherwise necessary to supplement any work or materials in order to obtain a complete and well-finished job as indicated in the *Contract Documents*.

1.1.13 Notwithstanding paragraph 1.1.4, the *Contractor* represents and agrees that it has examined all of the *Contract Documents* to fully acquaint itself with the complete scope and requirements of the *Work* prior to the execution of the *Contract* and that no claim for a change in the *Work* will be accepted as a result of failure of the *Contractor* to do so, subject to the provisions of GC 3.10 [PRE-EXISTING WORK].

1.1.14 If any term or provision of the *Contract* is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and the remainder of the *Contract* shall remain in full force and effect."

SC4. ASSIGNMENT (GC 1.4)

SC4.1 Delete paragraph 1.4.1 in its entirety and replace with the following:

"1.4.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns, provided however, that the *Contractor* shall not assign the *Contract*, in whole or in part, without the written consent of the *Owner*, which consent shall not be unreasonably withheld."

SC4.2 Add the following as paragraphs 1.4.2 and 1.4.3:

"1.4.2 Each contract between the *Contractor* and a *Subcontractor* or a *Supplier* shall provide that it is assignable, at the *Owner*'s option without restriction or payment, to the *Owner* in the event that the *Contract* is terminated other than on account of the *Owner*'s default or in the event that the *Contractor* is in default under such subcontract or supply contract.

1.4.3 Upon effecting an assignment of any subcontract or supply contract pursuant to paragraph 1.4.2:

.1 the *Contractor* shall indemnify and save harmless the *Owner* from all actions, suits, costs, losses, damages, charges and expenses for or in respect of any breach by the *Contractor* of the terms of the assigned contract, and any liability arising pursuant to the assigned contract prior to the effective date of the assignment; and

.2 the *Owner* shall indemnify and save harmless the *Contractor* from all actions, suits, costs, losses, damages, charges and expenses for or in respect of any breach by the *Owner* of the terms of the assigned contract and any liability arising pursuant to the assigned contract from or after the effective date of the assignment."

SC5. ROLE OF THE CONSULTANT (GC 2.2)

SC5.1 Add as paragraph 2.2.19 the following:

"2.2.19 The *Consultant* shall be the payment certifier for the purposes of the *Builders Lien Act* determinations in respect of the *Contract* and all *Builders Lien Holdback* funds released pursuant to the *Contract*."

SC6. REVIEW AND INSPECTION OF THE WORK (GC 2.3)

SC6.1 In paragraph 2.3.4 delete "special" in the first sentence and replace with "review,", and add "review," before the third instance of "inspections".

SC6.2 Add as paragraph 2.3.8 the following:

"2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the *Work* to comply with the application for status of completion made by the *Contractor*, the *Contractor* is required to compensate the *Owner* for such additional *Consultan*t services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 CHANGES IN THE WORK."

SC7. DEFECTIVE WORK (GC 2.4)

SC7.1 In paragraph 2.4.3, delete "the difference in value between the work as performed and that called for by the *Contract Documents*", and replace with "twice the value of such work as is necessary to correct any non-compliance with the *Contract Documents* (the "**Deficiency Holdback**"), as determined by the *Owner*."

SC7.2 Add as paragraphs 2.4.4 to 2.4.5 the following:

"2.4.4 Without limiting the generality of the foregoing, the *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Owne*r or the *Consultant*

2.4.5 When applicable, the *Contractor* shall give priority to the correction of any defective work or deficiencies which the *Owner* determines adversely affect its day-to-day operations."

SC8. CONTROL OF THE WORK (GC 3.1)

SC8.1 Add new paragraphs 3.1.3 to 3.1.8 as follows:

"3.1.3 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage. The *Contractor* shall provide all requisite barriers, fences, warning signs, lights and watching for the protection of persons and property on and adjacent to the *Place of the Work*.

3.1.4 Prior to commencing the *Work*, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for the proper completion of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent in the *Contract Documents*, the *Contractor* shall immediately notify the *Consultant* in writing and obtain *Supplemental Instructions* from the *Consultant* before proceeding with any part of the affected work.

3.1.5 The *Contractor* shall keep a daily record of the *Work* for review by the *Consultant*, which shall include particulars of weather conditions, the number of workers, the delivery of *Products*, and the amount and location of *Products* incorporated into the *Work*.

3.1.6 The *Contractor* shall be responsible for the care, maintenance and protection of the *Work* in the event of any shutdown if the shutdown was caused directly or indirectly by the acts, errors or omissions of the *Contractor.*

3.1.7 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that, throughout the *Contract,* the performance of the *Contractor's* obligations, duties, and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill, and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

3.1.8 The *Contractor* further represents, covenants and warrants to the *Owner* that:

(a) the personnel it assigns to the *Project* are appropriately experienced;

(b) it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and

(c) there is no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*."

SC9. CONSTRUCTION BY OWNER OR OTHER CONTRACTORS (GC 3.2)

SC9.1 Add as the beginning to paragraph 3.2.6 the following:

"Before proceeding with cutting or remedial work, the *Contractor* shall bring the matter to the *Owner*'s attention and receive his approval as to the method to be used. No cutting of structural members is permitted without the specific written approval of the *Consultant*."

SC9.2 Add the following as paragraph 3.2.7:

"3.2.7 If the *Contractor* has caused damage to the work of another contractor on the *Project*, the *Contractor* agrees to settle the matter with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Contractor.* and may require the *Contractor* to defend the action at the *Contractor's* expense. The *Contractor* shall satisfy a final order or judgment against the *Owner* and pay the costs incurred by the *Owner* arising from such action."

SC10. CONSTRUCTION SCHEDULE (GC 3.4)

SC10.1 In paragraph 3.4.1.1 of GC 3.4 delete "prior to the first application for payment", and replace with "within ten (10) days after execution of the *Contract*".

SC10.2 Add as paragraph 3.4.2 the following:

"3.4.2 Time is of the essence in the performance of the *Contract*. The *Contractor* will perform and complete the *Work* in accordance with *Construction Schedule* and the *Contractor* will satisfy and be compatible with the performance targets set out in the *Construction Schedule*. If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such delays to the *Owner* or the *Consultant*, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a *Recovery Schedule* demonstrating how the *Contractor* will achieve the recovery of the *Construction Schedule*. The *Recovery Schedule* will provide full and sufficient detail to enable the *Owner* to be satisfied as to the precise steps that the *Contractor* will take to expedite progress, including but not limited to detailing any proposed increase in manpower, any proposed overtime work, any proposed re-sequencing of *Work.* If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a *Recovery Schedule*, then the *Contractor* shall proceed in accordance with General Condition 6.5 [DELAYS]. Subject only to Part 6 of the General Conditions [CHANGES IN THE WORK], there shall be no change as requested by the *Contractor* to the *Construction Schedule* without the written agreement of the *Owner* recorded in a *Change Order*."

SC11. SUPERVISION (GC 3.5)

SC11.1 Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:

"3.5.1 The Contractor *shall* provide all necessary supervision and appoint competent representatives, who shall be in attendance at the *Place of the Work* while work is being performed. None of the appointed representatives shall be changed except for valid reasons and only with the *Owner's* written consent, which consent will not be unreasonably withheld."

SC12. SUBCONTRACTORS AND SUPPLIERS (GC 3.6)

SC12.1 Add the following as paragraph 3.6.7

"3.6.7 The *Contractor* shall be responsible and accountable for its *Subcontractor* and *Suppliers*. In the interpretation of the *Contract*, the terms and conditions of the *Contract* relative to the *Contractor will* extend and apply to the *Subcontractor* and *Suppliers*. The *Contractor* will ensure compliance by the *Subcontractor* and *Suppliers* with the terms and conditions of this Contract *and* performance by the *Subcontractor* and *Suppliers* in accordance with the requirement of the *Contract*. Any failure, breach or default on the part of a *Subcontractor* or *Suppliers* shall be treated as and shall constitute failure, breach or default by the *Contractor* under the *Contract*."

SC13. LABOUR AND PRODUCTS (GC 3.7)

SC13.1 Delete paragraph 3.7.3 and replace as follows:

"3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new and shall conform to the *Specifications* and the requirements of applicable government authorities having jurisdiction at the *Place of the Work* and where there is a conflict between the requirements, the more stringent requirements apply. The *Contractor* shall not provide substitutions for specified *Products* without the express written consent of the *Consultant* and the *Owner*. If an approved change results in savings to the *Contract Price*, such savings shall be credited to the *Owner*."

SC13.2 Add as paragraph 3.7.4 the following:

"3.7.4 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed as required by the *Contract Documents*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*."

SC14. SHOP DRAWINGS (GC 3.8)

SC14.1 Add to the end of paragraph 3.8.5 the following:

"If the shop drawings deviate in any manner from the requirements for the *Work* as set out in *Contract Documents,* the *Contractor* shall advise the *Consultant* of same in writing, in a communication separate from the shop drawings themselves, at the time of submission of the shop drawings, stating in detail how, where and why the shop drawings and any associated or related submissions differ from the requirements for the *Work* established by the *Contract Documents* and seeking written authorization from the *Owner* and *Consultant* for such deviation. The mere submission of shop drawings does not constitute notice of a proposed deviation from the *Contract* requirements. In the absence of such express notice, the *Owner* and *Consultant* are entitled to assume that the shop drawings comply strictly with the requirements for the *Work* as set out in the *Contract Documents*."

SC14.2 Add as paragraph 3.8.8 the following:

"3.8.8 The *Contractor* shall produce and maintain a set of the *Drawings* for the *Contract* on which the *Contractor* shall make any changes to the *Work* at the end of each day. These shall be called "*As-Built Drawings"*. *As-Built Drawings* shall be kept in good order and shall be available to the *Consultant* and its representatives. The *Contractor* shall record on the *As-Built Drawings* the changes in the *Work* as they occur. Changes in the *Work* shall be indicated on the *As-Built Drawings* by the use of coloured lines and suitable notations. *Substantial Performance of the Work* will not be achieved or declared until the *Project* is ready for its intended use and *As-Built Drawings* completed as required have been submitted to the *Owner*."

SC15. CLEANUP (GC 3.9)

SC15.1 Add new GC 3.9 [CLEANUP] as follows:

"GC 3.9 CLEANUP

3.9.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.9.2 Before applying for *Substantial Performance of the Work* as provided for in GC 5.4, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.9.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

3.9.4 Should the *Contractor* fail to perform ongoing or final cleanup when required by the *Owner,* the *Owner* may have the cleanup performed by whatever means may be expedient and all associated costs will be charged to the *Contractor* and the *Owner* may deduct and set off such costs against amounts otherwise owed or payable to the *Contractor*."

SC16. PRE-EXISTING WORK (GC 3.10)

SC16.1 Add new GC 3.10 [PRE-EXISTING WORK] as follows:

"GC 3.10 PRE-EXISTING WORK

3.10.1 The *Contractor* acknowledges the conditions of the *Place of the* Project and the *Project* and accepts the *Existing Work* as it exists as of the date of this Contract. This acknowledgement and acceptance of the *Existing Work* does not release the *Contractor* from any obligation to correct or complete the *Identified Deficiencies*.

3.10.2 If the *Contractor* discovers any condition in the *Existing Work* that differ materially from the *Field Review Reports* the *Contractor* shall give *Notice in Writing* of such condition to the *Owner* and the *Consultant* promptly upon discovery of such condition, and before the same is distributed and in no event later than five (5) *Working Days* after such condition is first observed.

3.10.3 The *Consultant* will promptly investigate such condition and make a finding. If the finding is that the conditions materially from the *Field Review Reports* and would cause in increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 [CHANGE ORDER]. The *Contractor* shall have no obligation to correct or remediate any such discovered condition, any latent or unknown defect, deficiency, or non-compliance in the *Existing Work* (which is not an *Identified Deficiency*) without a *Change Order* being issued as contemplated in this paragraph 3.10.3 and as provided in GC 6.2 [CHANGE ORDER].

3.10.4 If the *Consultant* finds that the conditions are not materially different from the *Field Review Reports*, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.

3.10.5 If such condition relates to toxic and hazardous substances and materials, artifacts and fossils or mould, the parties will be governed by the provisions of GC 9.2 [TOXIC AND HAZARDOUS SUBSTANCES], GC 9.3 [ARTIFACTS AND FOSSILS], and GC 9.5 [MOULD]."

SC17. CASH ALLOWANCES (GC 4.1)

SC17.1 Add at the end of paragraph 4.1.3 the following:

"The cash allowances are for the *Owner's* use, at the *Owner's* discretion. If the aggregate of the amounts of the cash allowances is not fully utilized, then the *Contract Price* shall be reduced accordingly. Such un-utilized portions of the cash allowances will be retained by the *Owner*. The *Contractor* shall account to the *Owner* for any cash or other discounts, rebates, or other consideration, reduction or adjustments, in connection with the costs related to cash allowances."

SC18. CONTINGENCY ALLOWANCE (GC 4.2)

SC18.1 Add at the end of paragraph 4.2.4 the following:

"The contingency allowance is for the *Owner*'s use, at the *Owner*'s sole discretion. If the aggregate of the amounts of the contingency allowance is not fully utilized, then the *Contract Price* shall be adjusted (i.e. reduced) accordingly. Such un-utilized portions of the contingency allowance will be retained by the *Owner*."

SC19. FINANCING INFORMATION REQUIRED OF THE OWNER (GC 5.1)

SC19.1 Delete GC 5.1 [FINANCING INFORMATION REQUIRED OF THE OWNER] in its entirety.

SC20. APPLICATIONS FOR PROGRESS PAYMENT (GC 5.2)

SC20.1 Add at the end of paragraph 5.2.2 the following: "Applications for progress payment for changes in the *Work* shall not be valid or become due and payable without a written *Change Order* and/or *Change Directive* issued by the *Consultant.* If the application for payment is not in the required format, it will be deemed not to be received."

SC20.2 In paragraph 5.2.4 delete "at least 15 days before the first application for payment" and replace with 'within 10 days of *Contract* award".

SC20.3 In paragraph 5.2.6 delete "and shall comply with the provisions of *Payment Legislation*."

SC20.4 Add to the end of paragraph 5.2.8 the following: "Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to GC 5.3.4. *Products* required for the *Project* but are not yet delivered to the *Place of the Work* may be included in an application for payment, provided that the following criteria is met: (a) *Products* must be stored in an environment that is as secure as where they would be if stored on the site; (b) such applications for payment must be supported by an unconditional bill of sale; and (c) the *Contractor* delivers proof of storage and transportation insurance for the full replacement value of the *Products*."

SC21. PAYMENT (GC 5.3)

SC21.1 In paragraph 5.3.1.1, delete "such written notice to be given in compliance with *Payment Legislation*" and add to the end of the last sentence the following:

"If, after a certificate of payment has been issued to the *Owner* (and prior to payment by the *Owner*), the *Consultant* determines on the basis of new information that the amount certified for payment is inappropriately high or low relative to the value of the work performed, then the *Consultant* shall issue a revised certificate of payment."

SC21.2 Add the following as paragraphs 5.3.2 to 5.3.4:

"5.3.2 On giving *Notice in Writing* to the *Contractor* stating the basis and the amount, the *Owner* may withhold or deduct from amounts otherwise due to the *Contractor*:

(a) the full value of any builders lien filed against the title to the Project with respect to the *Work*, plus the Owner's reasonable costs, including reasonable legal costs, incurred by the *Owner* to have the lien removed;

(b) any other monetary claims against the *Contractor* which are enforceable against the *Owner* including garnishing orders;

(c) security for any actual or potential liability to others for costs, damages or expenses resulting from the *Contractor's* negligent performance of the *Work*;

(d) any amounts that the *Owner*, acting reasonably, considers necessary to protect it from any actual or anticipated loss, damage, claim, cost or expense arising from one or more of: (i) rejected materials or deficient or defective *Work* not being remedied; (ii) the *Contractor* failing to pay promptly any amounts properly due and payable by the *Contractor* to *Subcontractor* or *Suppliers* or any other third parties in connection with the performance of the *Work*; or (iii) the *Contractor* is in breach or default of its obligations under the *Contract* and has failed to remedy such breach or default within the cure period, if any, applicable under the *Contrac*t; and

(e) any other amounts which the *Owner* is authorized to withhold or deduct under the terms of the *Contract.*

Provided in each instance that, the amount withheld or deducted by the *Owner* under this paragraph 5.3.2 shall not exceed a reasonable and documented estimate of the loss, cost, expense, or liability giving rise to the withholding, and the *Owner* shall, promptly upon the *Contractor's* request, provide the *Contractor* with reasonably detailed particulars and supporting documentation for any amount so withheld or deducted.

The *Owner* shall release to the *Contractor* any amount withheld or deducted under this paragraph 5.3.2 that has not been applied against the claim, liability, or default giving rise to the withholding within 30 days of final determination of such claim, liability, loss, damage or expense.

5.3.3 The *Owner* may elect to pay a portion or portions of any amounts due to the *Contractor* directly to one or more *Subcontractor* or *Suppliers* or to the labourers of one or more *Subcontractor* or *Suppliers*, provided that the *Owner* shall not do so unless such action is warranted in the reasonable determination of the *Owner*. It shall be reasonable for the *Owner* to do so if the *Contractor* has failed to pay any *Subcontractor* or *Supplier* or the labourers of one or more *Subcontractor* or *Supplier* and in the reasonable determination of the *Owner* direct payment is warranted to assist in continuation of the progress of the *Work* or any part of the *Work*. Such payments will be credited against amounts due to the *Contractor*.

5.3.4 Title to all *Product* delivered to the *Place of the Work* for which credit for *Work* performed is claimed in any application for payment shall, on the making of such payment, vest in the *Owner*."

SC22. SUBSTANTIAL PERFORMANCE OF THE WORK (GC 5.4)

SC22.1 In paragraph 5.4.1, delete "20 calendar days" and replace with "10 days (as prescribed by Section 7(3) of the *Builders Lien Act*)", and add to the end of paragraph 5.4.1 the following:

"The *Work* identified in paragraph 5.4.1.1 shall also indicate the time required to perform the *Work* and, for each item, the cost to complete and the proposed completion date. The *Owner* and the *Consultant* may also prepare a supplementary list of items to be completed or deficiencies to be corrected by the *Contractor.* The *Consultant* shall

determine the cost of completing the *Work* or correcting the deficiencies, and the *Owner* shall be entitled to withhold a *Deficiency Holdback* in addition to the *Builders Lien Holdback*. Payment of the *Deficiency Holdback* may be made on a progressive basis as the *Consultant* certifies that applicable deficiencies have been completed or corrected, until such time as the *Deficiency Holdback* is depleted by fifty percent (50%), and at which time the entire remainder of the *Deficiency Holdback* shall be maintained and not released until the *Consultant* has certified that all *Work* required to be completed or corrected has been finally completed."

SC22.2 Delete paragraph 5.4.2 in its entirety.

SC22.3 Delete paragraph 5.4.3 in its entirety and replace with the following:

"5.4.3 The holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable on the day following the expiration of the lien holdback period stipulated in the lien legislation applicable to the *Place of the Work*, provided that no liens are then registered or claimed and no action exists in respect of the holdback funds. The *Owner* may retain out of the *Builders Lien Holdback* amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other claims against the *Contractor*."

SC22.4 Add as paragraphs 5.4.7 to 5.4.8 the following:

"5.4.7 Before or at the time of submitting an application for *Substantial Performance of the Work* or a certificate of completion, the *Contractor* will submit all required supporting documentation to the *Owner* and the *Consultant*, including, as applicable, all requirements for applications for payment stated in GC 5.2.7 and deliver all deliverables referenced in GC 12.1 [READY-FOR-TAKEOVER].

5.4.8 The *Owner* may require that, prior to the *Owner* making the payment otherwise due to the *Contractor* at the time of *Substantial Performance of the Work:*

(a) the *Contractor* acknowledges and agrees (in the certificate of *Substantial Performance of the Work*, or in a separate document, as the *Owner* prescribes) that the *Contractor* does not have and will not make any claim for additional compensation for extras, changes or delays or any other claims whatsoever against the *Owner* in connection with the Contract or the Project or the *Work*, except claims for which the *Contractor* has provided a *Notice in Writing* prior to its application for *Substantial Performance of the Work* or otherwise in accordance with the provisions of the *Contract*, and that the *Contractor* agrees that the payment made by the *Owner* shall be received by the *Contractor* in full and final settlement of the balance due to the *Contractor* under the Contract and of any and all claims of the *Contractor* in connection with the Contract (except only for the *Contractor's* claim for any amount expressly held back by the *Owner* for the list of deficiencies / uncompleted or incomplete *Work* or otherwise). Despite any provision in the Contract to the contrary, the time for the *Owner* to make any payment otherwise due at the time of *Substantial Performance of the Work shall* be extended until any and all such claims have been settled or resolved; and/or

(b) the *Contractor* undertakes and agrees (in the certificate of *Substantial Performance of the Work*, or in a separate document, as the *Owner* prescribes) to carry out the deficient or defective and incomplete *Work* within times specified by the *Owner*."

SC23. FINAL PAYMENT (GC 5.5)

SC23.1 In paragraph 5.5.3 delete ", such written notice to be in compliance with *Payment Legislation*".

SC23.2 In paragraph 5.5.4 delete "no later than 5 calendar days after the issuance of a final certificate for payment," and delete "and in any event, in compliance with *Payment Legislation*".

SC24. OWNER'S RIGHT TO MAKE CHANGES (GC 6.1)

SC24.1 Add the following as paragraphs 6.1.3 and 6.1.4:

"6.1.3 The amounts or methods of adjustment agreed upon pursuant to GC 6.2 [CHANGE ORDER] and the adjustment, markups and basis for valuing the cost set out in GC 6.3 [CHANGE DIRECTIVE] encompass and include any and all claims of any kind whatsoever of the *Contractor* resulting from the change in the *Work* including claims for delay, impact or acceleration of the *Work*.

6.1.4 Except where the parties agree otherwise, the allowable markups for overhead and profit for any changes in the *Work* under GC 6.2 [CHANGE ORDER] and GC 6.3 [CHANGE DIRECTIVE] shall not exceed:

(a) for the performing *Subcontractor*, or *Supplier* carrying out the actual change in the *Work*, on the direct cost of the net change in the *Work*:

(1) one 5% mark-up for profit; and

(2) one 5% mark-up for overhead.

(b) for the *Contractor* on the direct cost of the net change in the *Work*:

(1) one 5% mark-up for profit; and

(2) one 5% mark-up for overhead,

provided that the 5% mark-up for overhead will not be included in any claim for change in the *Work* that is self-performed by the *Contractor*.

For further clarity. these percentages include all *Contractor* head office overhead (which includes processing and supervision)."

SC25. CHANGE ORDER (GC 6.2)

SC25.1 Add as paragraphs 6.2.3 through and 6.2.5 the following:

"6.2.3 The *Contractor* shall provide quotations for proposed changes in the *Work* in the form and within the time frame reasonably requested by the *Consultant*. Except where the method of valuation for a change is on a lump sum basis, the *Contractor* shall promptly provide itemized labour and material cost breakdowns and any other detailed information required to substantiate the *Contractor* claims for a change to the *Contract Price* or *Contract Time.* The *Contractor* acknowledges that failure to do so will result in delays to the approval and payment of changes in the *Work* and additional costs to the *Owner*. If the *Contractor* fails to provide good faith quotations in the form or time prescribed then the *Consultant* will be entitled to establish a reasonable valuation for the change in the *Work* and to establish a reasonable adjustment if any in the *Contract Time* attributable to the change in the *Work*, and the *Contractor* shall be bound thereby.

6.2.4 Upon issuance of a *Change Order* by the *Consultant* to the *Contractor* for a proposed change in the *Work* pursuant to the provisions of this GC 6.2*,* the *Contractor* is deemed to have accepted the valuation for the change in the *Work* proposed by the *Consultant* and the adjustment if any in the *Contract Time* proposed by the *Consultant* if no *Notice in Writing* disputing it is given to the *Owner* within five (5) *Working Days of* the date of issuance of the *Change Order.*

6.2.5 The amounts and methods of adjustment agreed upon pursuant to GC 6.2 [CHANGE ORDER] encompass and include any and all claims of any kind whatsoever of the *Contractor* resulting from the change in the *Work* including claims for delay, impact or acceleration of the *Work*. The *Contractor* shall not be entitled to any further claim or adjustment, for time or delay or price in connection with any change."

SC26. CHANGE DIRECTIVE (GC 6.3)

SC26.1 In paragraph 6.3.6.3, delete the words "fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties" and replace with "fee shall be determined as set out in GC 6.2 [CHANGE ORDER]".

SC26.2 Delete paragraph 6.3.7 in its entirety and replace with the following:

"6.3.7 Payment for the cost of performing the work attributable to the *Change Directive* shall be made only if and to the extent that the *Contractor* has taken all reasonable steps to mitigate and minimize the impact of the change and the resulting cost, and shall exclude any charges for personnel (such as the principals and executive and senior officers of the *Contractor*) and resources the *Owner* could reasonably expect would form part of *Contractor's* head office overhead (for which the percentage fee is stipulated in paragraph 6.1.4)."

SC27. DELAYS (GC 6.5)

SC27.1 Add at the end of paragraph 6.5.1 the following: ", excluding any *Consequential Damages".*

SC27.2 In paragraph 6.5.2 add "by a *Pandemic Change in Law or Policy*, or" after the words "performance of the *Work*" and add at the end of paragraph 6.5.2 the following: ", excluding any *Consequential Damages".*

SC27.3 Amend paragraph 6.5.3 as follows:

.1 Delete paragraph 6.5.3.2 and replace with the following: "fire and unusual delay by common carriers, except that the *Contractor* agrees that delays by common carriers, where other carriers are available, will not constitute grounds for delay of the *Work* and extension of time will not be granted."

.2 Delete paragraph 6.5.3.3 and replace with "abnormally severe weather conditions which (i) could not reasonably have been anticipated by an experienced contractor familiar with conditions at the *Place of the Work*, having regard to historical weather data for the region, and (ii) directly and demonstrably delay an activity on the critical path of the *Construction Schedule*, in which case the *Contractor* shall be entitled to an extension of *Contract Time* only, and not to reimbursement of any costs, in respect of such delay. The *Contractor* agrees that unfavourable weather conditions are not grounds for delay of the *Work*, and no extension of time will be granted."

.3 Add to the end of paragraph 6.5.3 the following: "Any labour dispute, strike, lock-out, (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* or any *Subcontractor* or *Supplier* is a member or to which any of them is otherwise bound) of the *Contractor's* or any of its *Subcontractor* or *Supplier's* labour forces shall not be considered nor deemed to be a cause beyond the *Contractor's* control."

SC27.4 Add to the end of paragraph 6.5.4 the following: "Further, the claim shall include a detailed account of the *Contract Time* extension claimed and the grounds upon which the claim is based complete with reasonably required supporting documentation."

SC27.5 Add as paragraphs 6.5.6 through 6.5.10 the following:

"6.5.6 The extension of *Contract Time* and reimbursement of costs shall be made only if and to the extent that the *Contractor* has taken all reasonable steps to mitigate and minimize the impact of the delay, and can establish with supporting documentation that the delays materially affected the *Contractor's* performance of the *Work* within the *Contract Time* and the *Contractor's* costs in the performance of the *Work* to such a degree that no reasonable measures could have been taken to avoid or prevent the additional time and costs incurred.

6.5.7 The claim for reimbursement by the *Contractor* under this GC 6.5 shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the delay. No claim for profit or overhead shall be included other than as stipulated in paragraph 6.1.4.

6.5.8 If the *Contractor* fails to perform the *Work* in accordance with the *Construction Schedule* as amended from time to time, the *Owner* may direct the *Contractor*, at the *Contractor*'s own cost, to take whatever measures the *Owner* considers necessary, including but not limited to, overtime, weekend work, shift work and an expanded work force and additional equipment to ensure the completion of the *Work* within the *Contract Time*. The *Owner* may request that such measures be recorded in a *Recovery Schedule.*

6.5.9 The *Contractor* shall be responsible for the care, maintenance and protection of the *Work* in the event of any shut down or interruption in the performance of the *Work*.

6.5.10 Notwithstanding paragraph 6.5.8, the *Contractor* shall not be required to perform overtime, shift work, weekend work, or any other acceleration measure to achieve a *Recovery Schedule* at its own cost where the delay giving rise to the *Owner's* direction for such *Recovery Schedule* arises from or is attributable to: (a) any Unforeseen Condition; (b) delays caused by the *Consultant*, the *Owner*, or the *Monitor*, including delay in reviews, inspections, or instructions or otherwise pursuant to paragraph 6.5.1; or (c) any court order or authority having jurisdiction pursuant to paragraph 6.5.2, including inspection or approval delay, provided that the same is not caused by the *Contractor*, its *Subcontractors, Suppliers*, or, anyone else for whom the *Contractor* is responsible for at law directly or indirectly. Any acceleration measure directed by the *Owner* in such circumstances shall be treated as a change in the *Work* and Part 6 [CHANGES IN THE WORK] shall apply." CLAIMS FOR A CHANGE IN CONTRACT PRICE (GC 6.6)."

SC27.6 Add to the end of paragraph 6.6.1 the following:

"and in no case more than 10 *Working Days* from the event or series of events giving rise to the claim. In addition, the *Contractor* shall promptly submit a detailed breakdown of all labour, materials, overhead and profits of each performing contractor. Contemporaneous records are required. The *Owner* is not liable for costs not so substantiated."

SC28. OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT (GC 7.1)

SC28.1 In paragraph 7.1.1, insert "commits an act of bankruptcy," after the word "bankrupt, " into the first line.

SC28.2 In paragraph 7.1.5, delete "as provided in paragraphs 7.1.1 and 7.1.4" from the first line and replace with "in whole or in part or terminates the *Contract*, as provided in paragraphs 7.1.1 and 7.1.4 or elsewhere in the *Contract*",

SC28.3 Add as paragraphs 7.1.7 and 7.1.8 the following:

"7.1.8 The *Owner* may, without cause, by giving the *Contractor* thirty (30) days' prior *Notice in Writing*, terminate the *Contract* or terminate the *Contractor*'s right to continue with the *Work* or portions of the *Work*. The *Contractor* shall be entitled to be paid for all work performed to the date of termination, for loss sustained upon Products and construction machinery and equipment, demobilization, and such other reasonable costs mitigated and evidenced damages as the *Contractor* may have sustained as a result of the termination of the *Contract* but in no event shall the *Contractor* be entitled to be compensated for any *Consequential Damages* incurred. Paragraph 7.1.5.1 shall apply, but paragraphs 7.1.5.2, 7.1.5.3 and 7.1.5.4 shall not apply.

7.1.9 The *Owner* may require that the *Contractor* suspend performance of the *Work* either for a specified period or an unspecified period by giving *Notice in Writing* of suspension to the *Contractor*. When such *Notice in Writing* is received by the *Contractor*, the *Contractor* will suspend all operations in respect of the *Work* or such part of the *Work* which may be identified as suspended. The *Owner* will compensate the *Contractor* for reasonable costs sustained by the *Contractor* as a result of the suspension, applying GC 6.5. The *Contractor* will make every effort to mitigate these costs and expenses to the *Owner*. If the period of suspension is ninety (90) days or less, upon notification by the *Owner*, the *Contractor* will resume the performance of the *Work* as soon as practicable and within seven (7) days in accordance with the terms of the *Contract*. If the period of suspension exceeds sixty (60) days, no work will be resumed or be completed in accordance with the terms of the *Contract* prior to the parties having agreed upon the resumption and its terms and conditions but in no event shall the *Contractor* be entitled to be compensated for any *Consequential Damages* incurred. The notice of suspension will be deemed to be a notice of termination:

(a) if the parties fail to reach an agreement on the resumption and its terms and conditions; or

(b) in the event that the suspension continues for more than 90 calendar days, in which case the *Owner* may terminate the *Contract* and the provisions of paragraph 7.1.8 shall apply."

SC29. CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT (GC 7.2)

SC29.1 Delete paragraph 7.2.1 in its entirety Delete subparagraph 7.2.3.1 in its entirety.

SC29.2 Delete subparagraph 7.2.3.3 in its entirety and replace with the following:

"7.2.3.3 the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant*, except where the *Owner* has a bona fide claim for set off and has provided written notice of and particulars of the grounds for such set off claim pursuant to the terms of the *Contract*, or"

SC29.3 Delete paragraph 7.2.5 and replace with the following:

"7.2.5 If the *Contractor* terminates the *Contract* by giving *Notice in Writing* to the *Owner* as specified in GC 7.2, the *Contractor* shall be entitled to be paid for all work performed to the date of termination, for loss sustained upon *Products* and *Construction Equipment,* demobilization, and such other unavoidable, mitigated and evidenced costs as the *Contractor* may have sustained as a result of the termination of the *Contract*, including costs arising from termination of any subcontracts with *Subcontractors* or *Suppliers*, but in no event shall the *Owner* be responsible for *Consequential Damages* of the *Contractor* other than as expressly set out herein. If this *Contract* is terminated, the reference in this paragraph 7.2.5 to the "*Contract Price*" shall be deemed only for purposes of this paragraph 7.2.5 to be the total amount that the *Project* would have cost had this *Contract* not been terminated and the *Work* completed."

SC30. NEGOTIATION, MEDIATION AND ARBITRATION (GC 8.3)

SC30.1 Delete the title of GC 8.3 and replace it with: "NEGOTIATION AND COURT PROCEEDINGS".

SC30.2 Delete paragraph 8.3.1 in its entirety.

SC30.3 Delete paragraphs 8.3.4, 8.3.5, 8.3.6, 8.3.7 and 8.3.8 in their entirety and replace with the following:

"8.3.4 If a dispute cannot be resolved as provided for in paragraph 8.3.3, either party may refer the unresolved dispute to the courts, including to have the unresolved dispute resolved with the *Owner*'s ongoing proceedings under the *Companies' Creditors Arrangement Act* before the Supreme Court of British Columbia."

SC31. PROTECTION OF WORK AND PROPERTY (GC 9.1)

SC31.1 Delete paragraph 9.1.2 and replace with the following:

"9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are inferable from a visual inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.1.10."

SC31.2 Add as paragraphs 9.1.5 and 9.1.6 the following:

"9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

9.1.6 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours. Where the Consultant or the *Owner* deems the provision of security guard services to be necessary, the *Contractor* shall provide those services at the *Owner's* expense."

SC32. TOXIC AND HAZARDOUS SUBSTANCES (GC 9.2)

SC32.1 Add to the end of paragraph 9.2.5.2 the following: ", take all reasonable steps to mitigate the impact on *Contract Time* and *Contract Price*,"

SC32.2 Add as paragraph 9.2.10 the following:

"9.2.10 The *Contractor* shall be responsible for all toxic or hazardous substances, including *Product*, brought on brought to the *Place of the Work* by the *Contractor* or any *Subcontractor* or *Supplier*, and the proper handling, use, and (if applicable) installation or incorporation into the *Work* thereof. After proper completion of the *Work* the *Contractor* shall not be responsible for *Product* properly installed or incorporated into the *Work*. The *Contractor* shall comply with and ensure compliance with all requirements for the transportation of hazardous substances or dangerous goods."

SC33. CONSTRUCTION SAFETY (GC 9.4)

SC33.1 Delete paragraph 9.4.1 and replace with the following:

"9.4.1 The *Contractor* shall be solely responsible for the safety of the workers, *Subcontractors* and *Suppliers*, and of all other persons who enter the *Place of the Work*, and their plant and equipment, whether during working hours or not, and for that purpose shall install such hoardings and signs subject to *Owner* specifications and incorporate such safety and security measures as may be necessary to ensure the safety of such persons. For certainty, the *Contractor's* obligations under this GC 9.4 apply from and after the effective date of this Contract and do not extend to any condition, act, or omission of any contractor, subcontractor, or supplier engaged before that date giving rise to any safety or security concern, provided that, the *Contractor* remains

obligated to address any such condition that constitutes a hazard to or impact on safety or security upon its discovery."

SC33.2 Delete in paragraph 9.4.2 "*Owner* and the".

SC33.3 Delete paragraph 9.4.3 and replace with the following:

"9.4.3 The *Contractor* shall be solely responsible for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for establishing, initiating, maintaining and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation."

SC33.4 Delete paragraphs 9.4.4 and 9.4.5 in their entirety and replace with the following:

"9.4.4 The *Contractor* shall be responsible for the safety of the workers, *Subcontractors* and *Suppliers*, and of all other persons who enter the *Place of the Work*, and their plant and equipment, whether during working hours or not, and for that purpose shall install such hoardings and signs subject to *Owner* specifications and incorporate such safety and security measures as may be necessary to ensure the safety of such persons. The *Work* includes comprehensive site safety (including site safety for any and all changes by *Change Order* or *Change Directive*, and any requirement under *Supplemental Instruction*.

9.4.5 The *Contractor* shall, for the purpose of Section 24 of the *Workers Compensation Act*, R.S.B.C. 2019, c. 1, as amended from time to time, and regulations thereto (the "Workers Compensation Act"), be the "prime contractor" as defined in the Workers Compensation Act. Without limiting the foregoing:

(a) the *Contractor* shall comply with and ensure compliance by all *Subcontractors* and *Suppliers* with all requirements of the Workers Compensation Act including (i) the *Occupational Health and Safety Regulation* of the Province of British Columbia, B.C. Regulation 296/97 (the "OHS Regulation") and any amendments or successors thereto; and (ii) all *WHMIS Requirements* (as defined in the OHS Regulation);

(b) the *Contractor* will deliver the Notice of Project required under Section 20.2 of the OHS Regulation, in accordance with the requirements from time to time prescribed thereunder; and

(c) the *Contractor* shall pay all assessments or compensation required to be paid under the applicable statutes and regulations."

SC34. TAXES AND DUTIES (GC 10.1)

SC34.1 Add as paragraph 10.1.3 the following:

"10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph."

SC35. LAWS, NOTICES, PERMITS AND FEES (GC 10.2)

SC35.1 Add to the end of paragraph 10.2.4 the following:

"The *Contractor* shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the British Columbia *Building Code* and the *Contract Documents*. The *Contractor* shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern."

SC36. WORKERS' COMPENSATION (GC 10.4)

SC36.1 In paragraph 10.4.1 insert after the first comma, the following new words "again with each application for progress payment, ".

SC36.2 Add as paragraph 10.4.2 the following:

"10.4.2 The *Contractor* shall indemnify and hold harmless the *Owner* from and against all claims, demands, actions, suits or proceedings by any of the employees of the *Contractor* or *Subcontractors* with respect to worker's compensation insurance. This indemnity shall survive the completion of the *Work* or the termination for any reason of the *Contract*."

SC37. INSURANCE (GC 11.1)

SC37.1 Delete paragraph GC 11.1.14 in its entirety.

SC37.2 In paragraph GC 11.1.1.6 delete ""Broad form" property and".

SC37.3 Add as paragraphs GC 11.1.9 to 11.1.11 the following:

"11.1.9 The *Contractor* will also provide, maintain and pay for any other insurance that the *Contractor* is required by law to carry, or which the *Contractor* considers necessary.

11.1.10 The *Owner* will not be responsible for injury to the *Contractor's* employees or for loss or damage to the *Contractor's* or to the *Contractor's* employees' machinery, equipment, tools or supplies which may be temporarily used or stored in, on or about the project site during construction and which may, from time to time, or at the termination of this *Contract*, be removed from the project site. The *Contractor* hereby waives all rights of recourse against the *Owne*r with regard to damage to the *Contractor's* property.

11.1.11 Without restricting the generality of GC 13.1 [INDEMNIFICATION], the *Owner* shall provide, maintain and pay for the following insurance coverages: Course of Construction and Wrap-Up Liability Insurance. The Course of Construction Insurance provided by the *Owner* shall be maintained continuously form the date of commencement the *Work* until the date of *Ready-for-Takeover*."

SC38. READY-FOR-TAKEOVER (GC 12.1)

SC38.1 Delete paragraph 12.1.2 in its entirety.

SC39. EARLY OCCUPANCY BY THE OWNER (GC 12.2)

SC39.1 Delete paragraph 12.2.1 and replace with the following:

"12.2.1 The *Owner* shall be entitled to enter, occupy or take early possession of and use portions of the *Work* prior to *Substantial Performance of the Work*, including for the purpose of placing fittings and equipment or for other uses. Such entry, occupation or taking possession or use of the *Work* or part thereof shall not be construed as acceptance or completion of the *Work*."

SC39.2 Delete paragraphs 12.2.3 in its entirety.

SC39.3 Add to the end of paragraph 12.2.4 the following: "and shall not be construed as acceptance of the *Work*".

SC40. WARRANTY (GC 12.3)

SC40.1 In paragraph 12.3.1, insert after "in paragraph 12.3.6" the words "or elsewhere in the *Contract*".

SC40.2 Delete in paragraph 12.3.3 ", through the *Consultant*," and delete "one-year warranty period" and replace with "applicable warranty period, as set out in the *Contract*".

SC40.3 Delete in paragraph 12.3.4, "one-year warranty period." and replace with "applicable warranty period, as set out in the *Contract*. The *Contractor* shall immediately take the necessary steps and measures to protect against further damage. Defects or deficiencies for the purposes of the warranties in this GC 12.3 or elsewhere in the *Contract* shall include shrinkage, expansion, and movement in respect of the *Work*. The *Contractor* shall also be responsible for and bear all costs involved in removing, replacing, repairing or restoring elements of the *Work* that may be affected in the process of making the correction of defects or deficiencies, or to gain access. The *Contractor* shall reimburse the *Owner* for any related investigation costs required to identity defects or deficiencies or to delineate the affected areas and to re-test to confirm the acceptability of the repairs."

SC40.4 In paragraph 12.3.6, delete "one-year warranty period as described in paragraph 12.3.1" and replace with "applicable warranty period".

SC40.5 Add as paragraphs 12.3.7 through 12.3.9 the following:

"12.3.7 The *Contractor* shall be responsible for obtaining *Product* warranties in excess of one year on behalf of the *Owner* from the manufacturer if required by the *Contract Documents*. These *Product* warranties shall be issued by the warrantor to the benefit of the *Owner*. The warranty shall include the prompt remedy of defects and/or failures in the equipment, material and installation upon written notification from the *Owner*. The warranty shall include further making good other work, components and finishes and other property damaged or disturbed in the course of remedying defects at no cost to *Owner*. The *Contractor* shall be responsible for obtaining warranties in excess of one year on behalf of the *Owner* from *Subcontractor* where the *Owner* has specified such longer warranty period in the *Contract Documents*. Where a material, product or installation covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired.

12.3.8 If the *Contractor* fails to perform warranty work, the *Owner* may have the warranty work completed and may deduct and set off against amounts (including any warranty holdback) owed or payable to the *Contractor* all related costs, damages and expenses.

12.3.9 The warranties set out in this GC 12.3 [WARRANTY] or elsewhere in the *Contract* do not restrict the liability of the C*ontractor* that would otherwise apply."

SC41. INDEMNIFICATION (GC 13.1)

SC41.1 Delete paragraph 13.1.1.2 and replace with the following:

"13.1.1.2 made by *Notice in Writing* within such periods as prescribed by the *Limitation Act* of the Province of British Columbia."

SC41.2 Delete paragraph 13.1.2.3 and 13.1.2.4 and replace with the following:

" .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 13.1.2.1 and 13.1.2.2 shall apply.

.4 In no event shall either party be responsible for indemnifying the other party in respect of any *Consequential Damages*."

SC41.3 Add as paragraph 13.1.7 the following:

"13.1.7 Without limiting the generality of any other provision in the *Contract*, the *Contractor* shall indemnify , defend and hold harmless the Monitor and its directors, officers and employees (the "**Monitor Parties**") from and against all actual, threatened, or potential claims, demands, proceedings, complaints, grievances, actions, adjudications, litigation, applications, suits, causes of action, orders, charges, or other similar processes of whatsoever kind or nature (whether civil, administrative, regulatory, or otherwise), or losses, debts, expenses, liabilities, damages, obligations, payments, fines or costs suffered, sustained or incurred by the Monitor Parties arising out of any failure or alleged failure of the *Contractor* or its directors, officers, employees, or anyone it is responsible for at law, to comply with its obligations under this *Contract*."

SC42. WAIVER OF CLAIMS (GC 13.2)

SC42.1 Delete GC 13.2 [WAIVER OF CLAIMS] in its entirety.

SC43. THE BUILDERS LIEN ACT (GC 14)

SC43.1 Add as GC 14 [THE BUILDERS LIEN ACT] the following:

"GC 14 THE BUILDERS LIEN ACT

14.1.1 The *Owner* shall hold back, as *Builders Lien Holdback*, 10% (or such other percentage as may from time to time be prescribed under the *Builders Lien Act*) of any amounts due to the *Contractor*.

14.1.2 The *Contractor* shall keep the property and the *Work* free and clear of all claims for liens relating to the performance of the *Work,* provided that such liens do not arise as a result of non-payment by the *Owner* of amounts properly due to the *Contractor* or such lien claimants. The *Contractor* shall be liable to the *Owner* for any expense (including legal costs on a solicitor and own client basis) incurred by the *Owner* as a result of the *Contractor's* failure to do so. The *Contractor* shall promptly at its expense discharge or cause to be released any such claim of lien.

14.1.3 The *Owner* may from time to time make application to court for directions and a determination as to the dealing with and disposition of the *Builders Lien Holdback*, and the *Contractor* shall be bound by any action taken by the *Owner* in accordance with any order or direction given by the court. The *Owner* may at any time pay monies into court pursuant to section 23 of the *Builders Lien Act*, or pursuant to any order or direction of the court, and any such payment shall be credited against amounts due to the *Contractor* under the *Contract*."

END OF SUPPLEMENTARY CONDITIONS

Schedule A - Field Review Reports

ARCHITECTS REPORT Report Number: **40.1**

■ Field Review Report	Project: **Eagleview Phase 1, Gibsons BC**	Date: Nov. 12**, 2025**
☐ Architect's Instruction	AMA Project No.:**1638**	Weather: Rain
☐ Telephone Call	Contractor: **Kindred Construction Ltd.**	Time: **8:30 AM**
☐ Memo	Superintendents: **Jordan Ditchfield,** Present: R. Cheung, F. Marchand, Firestop installer	

Field Review #40.1: Firestopping review for parkade levels P1 and P2

Please note: This report addresses only the firestopping required at Parkade levels P1 and P2, excluding the areas within the residential buildings.
Refer to Report #40 (forthcoming) for the remaining deficiencies to be corrected for Buildings 1 to 4.
Remainder of phase 1 review will be the subject of the next field review; refer to report #39.1 for remaining current items.

40.1.1 Observation / Comments

Refer to attached floor plans indicating locations and description of work for the items requiring correction.
See attached approved ULC design for reference

40.1.2 General comments:

1. Sprinkler (fire suppression) installation incomplete:
   At P2 level in the services / storage areas below B5 to B8: the sprinklers installation is not completed but some of the holes have been cored.
   Completion of firestopping is to be executed only once the sprinklers installation is completed.

2. Elevator machine rooms installation incomplete:
   At P2 level, all elevator machine rooms require completion of electrical and mechanical components.
   Some of the electrical conduits are still open as they go through the walls.
   Large openings in walls are noted (too large to firestop).
   Completion of firestopping is to be executed only once the elevator machine rooms are completed.

3. Temporary power wiring still present:
   Some of the temporary wiring conduits are running beside pipes through walls; firestop was applied on both pipe and wiring which is not acceptable.
   Once wiring conduits are removed, the firestopping will have to be redone at these locations

4. Top of block wall firestopping at interface with slab above:
   None of it was executed, this is to be completed as per the approved firestop design.

5. Fire stop collars:
   Where collards are required for plastic pipes through a walls, a collar is required on both sides of the wall as per the requirements noted on the collar specifications (attached).

C.c. Maryam Malekpour, Frank Soellig, Darren Manning (Kindred) Architects Rep: Francois Marchand Architect AIBC
Ben Bee, Rob Chetner, Perrie Rai (KiND developments Ltd.) Rachael Cheung, Arch. Technologist, AIBC

Architect's instructions are issued only for the purpose of recording any clarification or interpretation of the contract documents or giving direction on problems resulting from field conditions. These instructions are subject to the provisions of the contract documents and unless stated herein and specifically co-authorized by the Client, will not affect the contract.

Timothy Ankenman, Architect AIBC, MRAIC – Principal 1645 West 5th Avenue, Vancouver, BC V6J 1N5
François Marchand, Architect AIBC – Principal T: (604) 872-2595 | E: francois@amarchitects.com

ARCHITECTS REPORT Report Number: **40.1**

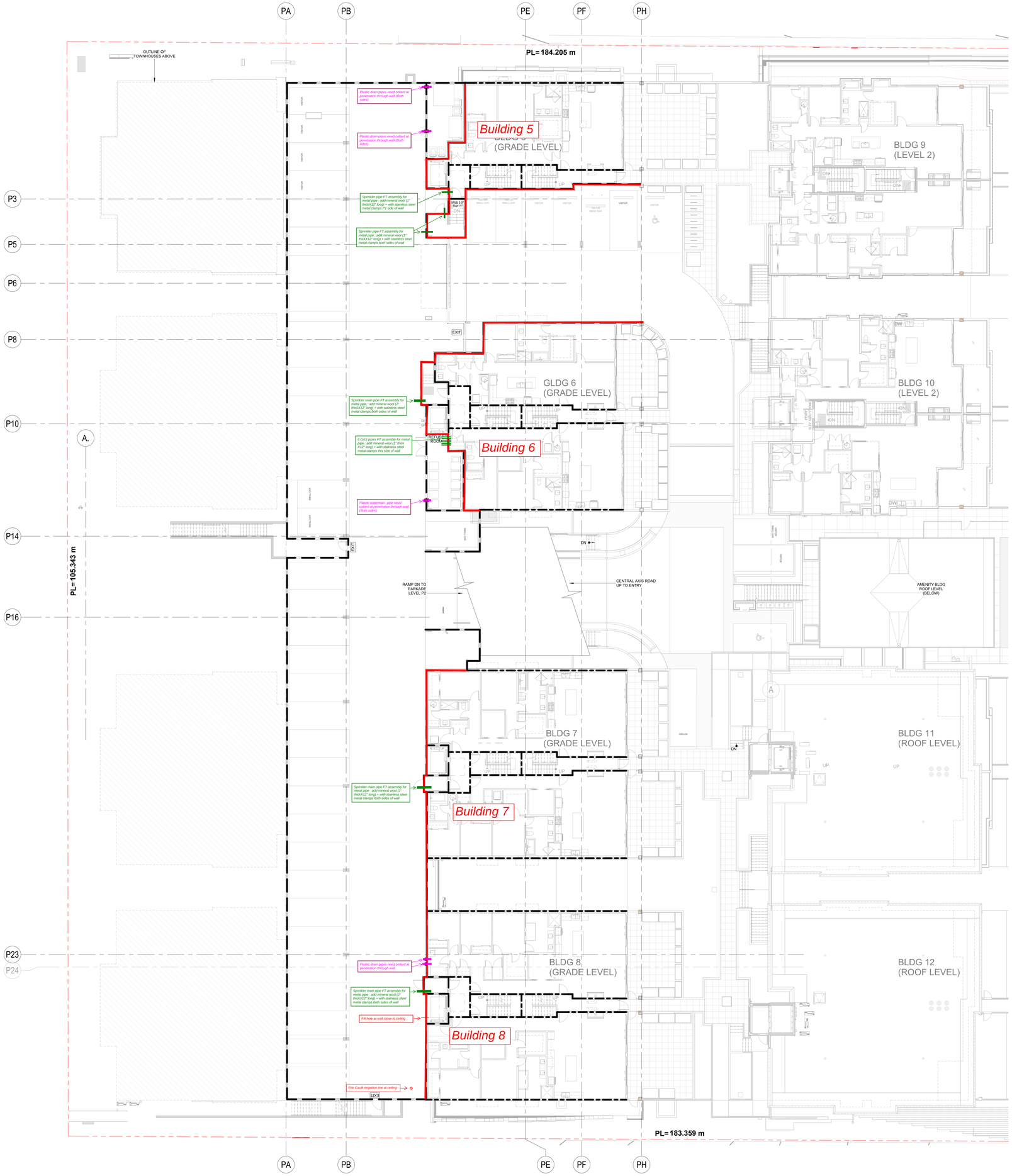
■ Field Review Report	Project: **Eagleview Phase 1, Gibsons BC**	Date: Nov. 12**, 2025**
☐ Architect's Instruction	AMA Project No.:**1638**	Weather: Rain
☐ Telephone Call	Contractor: **Kindred Construction Ltd.**	Time: **8:30 AM**
☐ Memo	Superintendents: **Jordan Ditchfield,** Present: R. Cheung, F. Marchand, Firestop installer	

6. Plastic pipe and electrical in the middle of block walls:
   At these locations, firestopping cannot be used and will require drywall shaft enclosure.
   Refer to attached drawings: shaft assembly SW3 (2hrs rating) will be required to enclose.
7. Large openings in block walls:
   Where large openings are noted, they are required to be filled with concrete or block to sufficiently reduce the opening to allow proper firestopping.
8. 2hr FT rating line:
   The red line on the attached plans shows the location of the walls delineating the Separation between Parkade and residential; also designating where FT rating of 2hr is required.
   These are color coded and explained on the plan with the referenced ULC design to apply.
9. Approved ULC designs are attached to this report for reference.
10. Once remediations are completed, a re-review will be required; preferably in person.
    If Photos are provided, please ensure to label the photos and refer back to the plans provided, by noting the room location and adjacent building location.

40.1.3 End of field review.

Architect's instructions are issued only for the purpose of recording any clarification or interpretation of the contract documents or giving direction on problems resulting from field conditions. These instructions are subject to the provisions of the contract documents and unless stated herein and specifically co-authorized by the Client, will not affect the contract.

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LEGEND

FIRE SEPARATION LEGEND

- 2 HR. (FRR) FIRE RESISTANCE RATING
- 1 HR. (FRR) FIRE RESISTANCE RATING
- 45 MIN. (FRR) FIRE RESISTANCE RATING

NOTE: ALL LOAD BEARING WALLS INCLUDING MAIN FLOOR, SECOND FLOOR, & THIRD FLOOR INCLUDING PARTITION WALLS REQUIRE 1 HR. FRR

- 2hr FT rating for all pipe penetrations required
- 2hr FT or F rating plastic pipe with collar DESIGN CAJ2035
- 2hr FT rating metal pipe mineral wool (1" thick for small pipes 2" thick for larger pipes X12" long) + with stainless steel metal clamps both sides of wall. DESIGN HI/PF 120/01

2025-11-12
P1 FIRESTOP REVIEW

ARCHITECTS
ANKENMAN MARCHAND
1545 West 8th Avenue
Vancouver, BC V6J 1N5
Tel: (604) 872-2585 Fax: (604) 872-2505
Email: office@AMArchitects.com

Project:
1638
KiND Development Group
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
FIRE SEPARATION - PARKADE (P1)

Project Status:
OCCUPANCY

SUBMISSION

Date (YYYY-MM-DD)	Description
2019.08.30	Issued for BP Resubmission
2020.01.17	Issued for Tender
2020.10.27	Base Drawing Issued for CAD Makers
2021.06.16	Issued for Construction
2025.09.05	Final Design Drawings

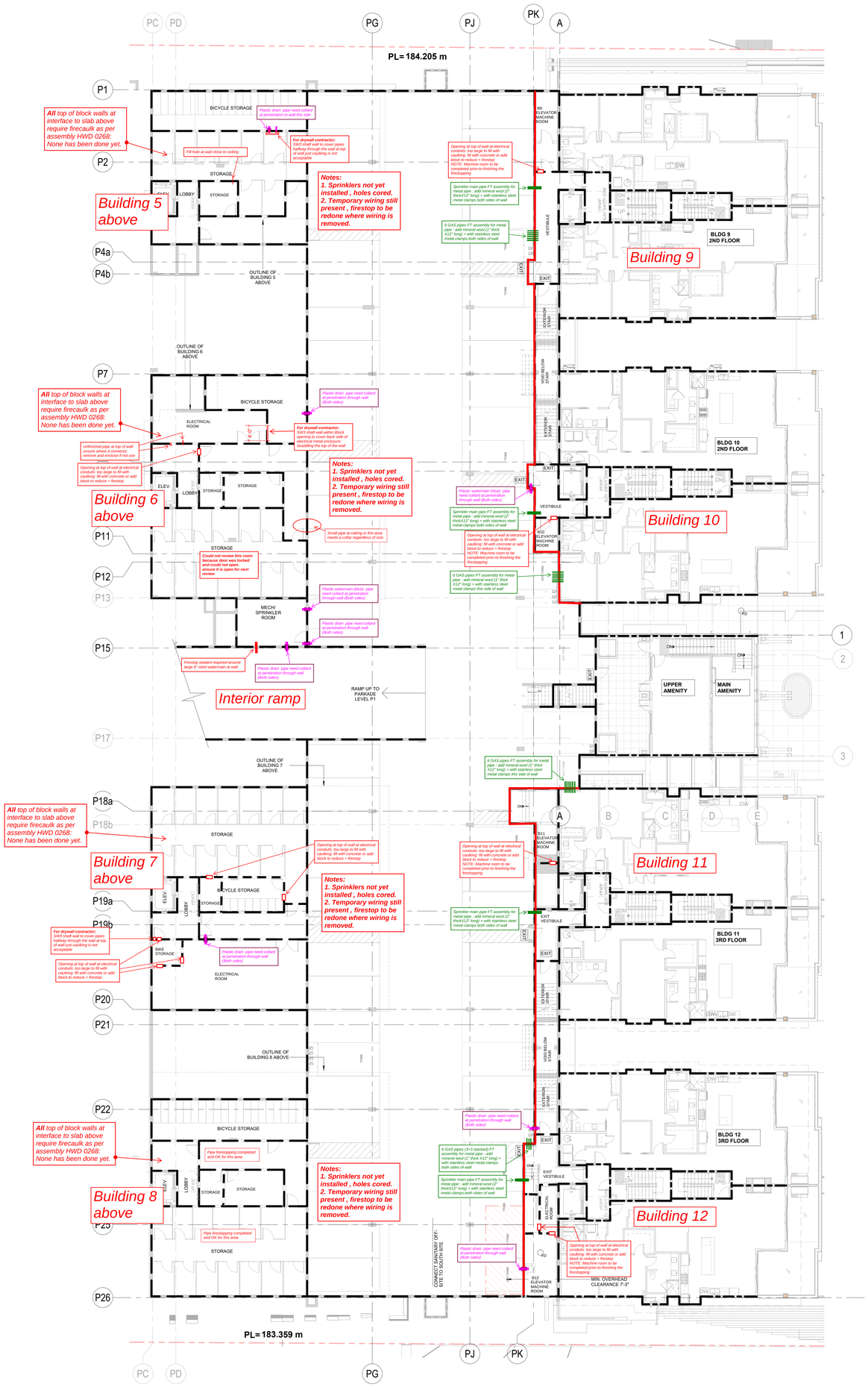
REVISION

No.	Date	Description

All Drawings in this set to be read in conjunction with each other. Any errors or discrepancies to be reported to the Architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the local authorities having jurisdiction.
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Scale: As indicated
DWG. NO: **A108b**

Plot Date: 2025-09-04 3:54:12 PM
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LEGEND

FIRE SEPARATION LEGEND

- 2 HR. (FRR) FIRE RESISTANCE RATING
- 1 HR. (FRR) FIRE RESISTANCE RATING
- 45 MIN. (FRR) FIRE RESISTANCE RATING

NOTE: ALL LOAD BEARING WALLS INCLUDING MAIN FLOOR, SECOND FLOOR, & THIRD FLOOR INCLUDING PARTITION WALLS REQUIRE 1 HR. FRR

- 2hr FT rating for all pipe penetrations required
- 2hr FT or F rating plastic pipe with collar DESIGN CAJ2035
- 2hr FT rating metal pipe mineral wool (1" thick for small pipes 2" thick for larger pipes X12" long) + with stainless steel metal clamps both sides of wall. DESIGN H/PF 120/01

For drywall contractor

SW3 Vertical Shaft Wall (Steel Studs), Non-Loadbearing (Sidewalls of ceiling rated shafts)
FRR:2 hrs (REF: ULC design W446, system C)
STC: Not Required
- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 2 layers 5/8" GWB type "X"

2025-11-12
P2 FIRESTOP REVIEW

ARCHITECTS
ANKENMAN MARCHAND
1645 West 5th Avenue
Vancouver, BC V6J 1N5
Tel: (604) 872-2585
Fax: (604) 872-2505
Email: office@AMArchitects.com

Project:
1638
KIND Development Group
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
FIRE SEPARATION - PARKADE (P2)

Project Status:
OCCUPANCY

SUBMISSION

Date (YYYY-MM-DD)	Description
2019.08.30	Issued for BP Resubmission
2020.01.17	Issued for Tender
2020.10.27	Base Drawing Issued for CAD Makers
2021.06.16	Issued for Construction
2025.09.05	Final Design Drawings *DRAFT FOR REVIEW*

REVISION

No.	Date	Description

All Drawings in this set to be read in conjunction with each other. Any errors or discrepancies to be reported to our architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the appropriate Building Code Authority.
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Scale: As indicated
DWG. NO: **A108c**

Plot Date: 2025-09-04 3:54:35 PM
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High-performance intumescent firestop sealant FS-ONE MAX

Applications

- For effectively sealing most common through penetrations in a variety of base materials
- For use on concrete, masonry and drywall
- Mixed and multiple penetrations
- Metal pipe penetrations: copper, steel and EMT
- Insulated metal pipe penetrations: steel and copper
- Plastic pipe penetrations: closed or vented

Advantages

- US-produced: “Buy American” compliant
- One product for a variety of common through penetrations
- Cost-effective, easy-to-use solution
- Water-based and paintable
- Industry-leading VOC results
- Ethylene glycol-free



Chemical resistant



Mold and mildew resistant

FILL, VOID OR CAVITY MATERIAL FOR USE IN THROUGH-PENETRATION FIRESTOP SYSTEMS SEE UL FIRE RESISTANCE DIRECTORY 66Y7



Technical data	
Chemical basis	Water-based acrylic dispersion
Approx. Density	84.3 lb/ft³
Color	Red
Application temperature range	41 - 104 °F
Approx. cure time[1)]	4 mm/3 days
Temperature resistance range	-4 to 212 °F
Mold and mildew performance	Class 0 (ASTM G21-96)
Mold and mildew resistance	Yes
Surface burning characteristics UL 723 (ASTM E84)	Flame spread: 0 Smoke development: 10
Tested in accordance with	UL 1479, ASTM E814, ASTM E84, CAN/ ULC-S115, ASTM G21, ASTM E90
California State fire marshal approval	CSFM Listing 4485-1200:0108 for FS-ONE MAX Intumescent Firestop Sealant
Expansion ratio (unrestricted, up to)	1:5

[1)] at 75°F/24°C, 50% relative humidity

SHOP DRAWING
REVIEWED
SUBMITTALS ARE REVIEWED FOR CONFORMANCE WITH DESIGN INTENT AND GENERAL COMPLIANCE WITH THE CONTRACT DOCUMENTS ONLY. NOTATIONS DO NOT AUTHORIZE CHANGES TO THE VALUE OF THE CONTRACT.
OPAL ENGINEERING INC.
BY: Blake Shine DATE: Apr 27, 2023



Order Designation	Package Content	Item number
FS-ONE MAX 20oz foil (3 case + disp)	1x Foil pack dispenser manual CS 270-P1, 75x Firestop sealant FS-ONE MAX 20 oz foil	**3530252**
FS-ONE MAX 10oz tube (1 case)	12x Firestop sealant FS-ONE MAX 10 oz cartridge	**3530249**
FS-ONE MAX 5 gallon (18 pails)	18x Firestop sealant FS-ONE MAX 5 gallon pail	**3530263**
FS-ONE MAX 20oz foil (1 case)	25x Firestop sealant FS-ONE MAX 20 oz foil	**3530250**
FS-ONE MAX 20oz foil (3 cases)	75x Firestop sealant FS-ONE MAX 20 oz foil	**3530251**
FS-ONE MAX 20oz Foil-Pallet	600x FSONE-MAX 20 oz foil, 290x Bulk Shipping Condition	**3534713**
FS-ONE MAX 10 oz cartridge		**2101531**
FS-ONE MAX 5 gallon pail		**2101533**

FLUID — SHOP DRAWING REVIEW
MECHANICAL ENGINEERING LTD.
REVIEWED BY: Charles Powell
REVIEW DATE: April 26, 2023
SUBMITTED BY: Kindred
PROJECT NUMBER: 180603
PROJECT NAME: Eagleview
DESCRIPTION: Firestopping
REVIEWED ☐ REVISE AND RESUBMIT ☐
REVIEWED AS NOTED ☒ REJECTED ☐

CORRECTIONS OR COMMENTS MADE HEREIN DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS, AND LOCAL CODES AND BYLAWS. THESE SHOP DRAWINGS HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN CONCEPT AND GENERAL COMPLIANCE WITH THE CONTRACT DOCUMENTS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CORRELATING AND CONFIRMING ALL QUANTITIES, DIMENSIONS, FABRICATION PROCESSES AND TECHNIQUES, FOR THE COORDINATION OF WORK WITH OTHER TRADES, AND FOR THE SATISFACTORY AND SAFE PERFORMANCE OF THE WORK.

Comments:

1. Reviewed for mechanical penetrations only.
2. All firestop systems to be installed in strict accordance with these details – no exceptions.
3. Ensure all service lines are in place, tested and acceptable to the authority having jurisdiction, prior to application of fire stopping and smoke seal.
4. All firestopping to be installed by an experienced and qualified contractor.

- End of Review -

ANKENMAN MARCHAND ARCHITECTS
1645 WEST 5TH AVENUE
VANCOUVER, BC V6J 1N5

THESE DRAWINGS ARE REVIEWED FOR CONFORMITY TO DESIGN CONCEPT AND GENERAL ARRANGEMENTS ONLY. THE CONTRACTOR IS EXPRESSLY DIRECTED TO CHECK AND VERIFY ALL DIMENSIONS PRIOR TO FABRICATION, QUALITY CHARACTERISTICS AND CO-ORDINATION WITH OTHER TRADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

☐ REVIEWED
■ REVIEWED AS NOTED
☐ REVISE AND RESUBMIT
SIGNED:
DATE: April 30, 2023

See application notes confirming locations

Flexible Firestop Sealant (CP 606)

Product description

- An acrylic based firestop sealant that provides movement capability in fire rated joints and seals through-penetrations applications

Product features

- Silicone free
- Halogen, asbestos and solvent free
- Paintable
- Tested up to 33% movement with 500 cycles in accordance to UL 2079 and ASTM 1966
- Smoke and fume resistant
- Easy clean up with water
- Single component systems available
- Meets LEED™ requirements for indoor environmental quality credit 4.1 Low Emitting Materials, Sealants and Adhesives and 4.2 Paints and Coatings

Areas of application

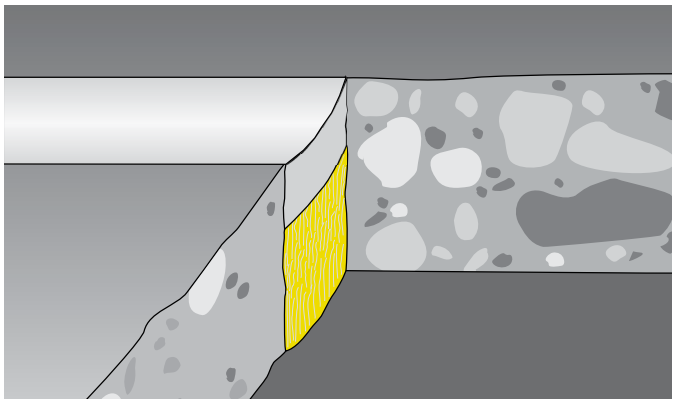
- Sealing construction/expansion joints
- Top-of-wall joints
- Metal pipes
- Cable bundles
- HVAC penetrations

For use with

- Various base materials such as masonry, concrete, gypsum, etc.
- Wall and floor assemblies rated up to 3 hours

Examples

- Where a gypsum wall assembly meets the underside of a metal or concrete deck
- Sealing expansion joints to impede the passage of fire, smoke and toxic fumes
- Sealing around HVAC penetrations through fire-rated assemblies



Technical Data*	CP 606
Chemical basis	Acrylic based firestop sealant
Color	Available in red, white and gray
Application temperature	40°F to 104°F (5°C to 40°C)
Skin-forming time	Approx. 15 min
Curing time	Approx. 3 mm / 3 days
Average volume shrinkage (ASTM C1241)	22.2%
Movement capability	Approx. 10%
Temperature resistance	-22°F to 176°F (-30°C to 80°C)
Surface burning characteristics (ASTM E 84-96)	Flame Spread: 10 Smoke Development: 0
Sound transmission classification (ASTM E 90-99)	56 (Relates to specific construction)
Tested in accordance with	• UL 2079 • ASTM E 814 • ASTM E 1966 • CAN/ULC-S115 • ASTM E 84 • UL 1479 • ASTM G21 • CAN/ULC-S102

*At 73°F (23°C) and 50% relative humidity

CLASSIFIED C UL US
FILL, VOID OR CAVITY MATERIAL
FOR USE IN THROUGH-PENETRATION
FIRESTOP SYSTEMS AND
JOINT SYSTEMS
SEE UL FIRE RESISTANCE DIRECTORY
66Y7

FM APPROVED

Installation instructions for CP 606

Notice

- Before handling, read Material Safety Data Sheet and product label for safe usage and health information.
- Instructions below are general guidelines — always refer to the applicable drawing in the UL Fire Resistance Directory or Hilti Firestop Systems Guide for complete installation information
- The use of backing material is recommended to control the sealant depth and help ensure assembly seal is complete

Opening

1. Clean the opening. Surfaces to which CP 606 will be applied should be cleaned of loose debris, dirt, oil, wax and grease. The surface should be moisture and frost free.

Application of firestop

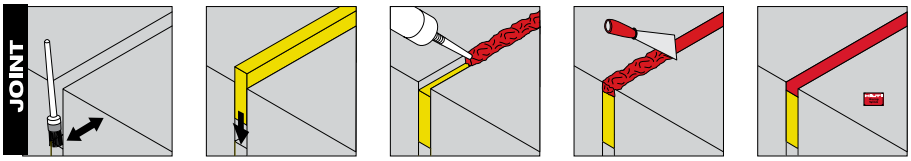
2. Insert fill of mineral wool or backer (as required).
3. Apply firestop over backer.
4. Smooth firestop sealant with a trowel before the skin forms. Once cured, CP 606 can only be removed mechanically.
5. For maintenance reasons, a penetration seal can be permanently marked with an identification plate and fastened in a visible position next to the seal.

Not for use

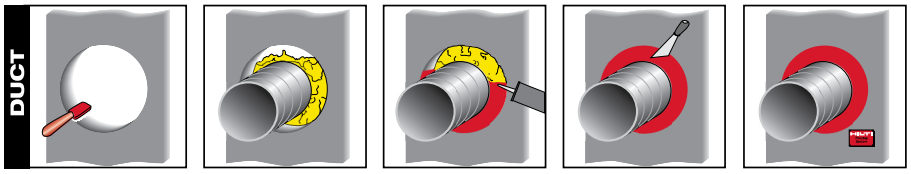
- On areas immersed in water

Storage

- Store only in the original packaging in a location protected from moisture at a temperature of 40°F to 77°F (5°C to 25°C)
- Observe expiration date on package



1. Clean opening | 2. Insert backing material compressed per UL System | 3. Apply CP 606 | 4. Smooth CP 606 | 5. Fasten identification plate (if required)



1. Clean opening | 2. Insert backing material | 3. Apply CP 606 | 4. Smooth CP 606 | 5. Fasten identification plate (if required)

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through innovation
and education

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Firestop Collar (CP 643N)

Product description
- A ready-to-use firestop collar, made of a galvanized steel housing and intumescent inserts for firestopping combustible pipes

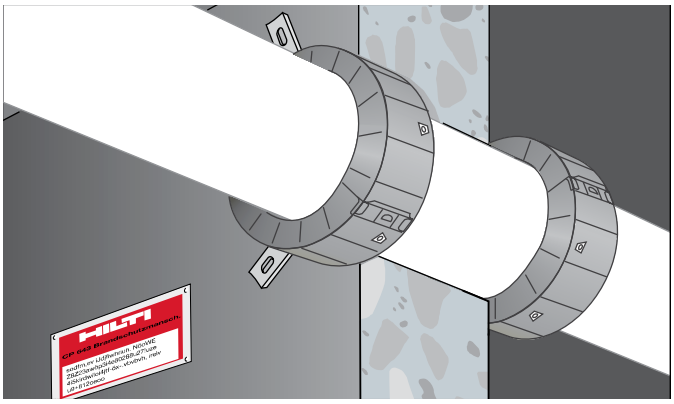
Product features
- Ready-to-use collar
- No construction required
- Fast installation time
- Adjustable mounting tabs
- Low profile for tight installations

Areas of application
- Firestopping combustible pipes up to 6" diameter in penetrations through fire walls and floors
- Suitable for the following pipe materials:
- PVC, CPVC, ABS, PVDF, PP and FRPP

For use with
- Concrete, masonry, wood floor and gypsum wall assemblies
- Wall and floor assemblies rated up to 4 hours

Types of installation
- Wall: two collars, one on each side*
- Floor: one collar on underside (bottom)

Example
- Waste water pipes
- Fresh water pipes



Technical Data	CP 643N		
Description	Pipe outside dia (in.)	Collar outside dia. (in.)	Collar Height (in.)	No. of hooks and fasteners
CP 643-50/1.5"N	1.4–2.0	2.8	0.9	2
CP 643-63/2"N	2.0–2.5	3.4	1.3	2
CP 643-90/3"N	2.6–3.6	4.9	1.7	3
CP 643-110/4"N	3.6–4.5	6.0	1.9	3
CP 643-160/6"N	6.6	9.8	1.9	4
Temperature resistance	-40°F to 140°F (-40°C to 60°C)		
Intumescent activation	Approx. 392°F (200°C)		
Expansion ratio (unrestricted)	Up to 1:10		
Tested in accordance with • UL 1479 • ASTM E 814 • ASTM G21 • CAN/ULC-S115			

FIRESTOP DEVICE
FOR USE IN THROUGH-PENETRATION FIRESTOP SYSTEMS
SEE UL FIRE RESISTANCE DIRECTORY 5N76

FM APPROVED

FBC SYSTEM COMPATIBLE
Visit fbcsystemcompatible.com.
FBC™ is a trademark of the Lubrizol Corporation.

Installation instructions for CP 643N

Notice
- Before handling, read Material Safety Data Sheet and product label for safe usage and health information.
- Instructions below are general guidelines — always refer to the applicable drawing in the UL Fire Resistance Directory or Hilti Firestop Systems Guide for complete installation information

Opening
1. Clean the plastic pipes. Expansion of the intumescent material during a fire acts to close the plastic pipe. Very dirty pipes (ie: with remains of mortar) may lead to a delay in this closing action. Soiled plastic pipes should, therefore, be cleaned in the area where the CP 643N Firestop Collar is to be installed.

Application of firestop system
2. Seal the opening if required. Gaps may be closed with FS-ONE. The approved methods vary and are given in the specific UL system.
3. Close the CP 643N Firestop Collar. Place the CP 643N Firestop Collar around the plastic pipe and lock the closure by applying firm pressure until it latches.
4. Attach fastening hooks. The fastening hooks can be attached to various points on the metal housing. This allows the fastening points to be made to suit the space available in each case. The hooks must be positioned as symmetrically as possible. The required number of fastening hooks is indicated on the packaging.
5. Fastening the CP 643N Firestop Collar. Only when fastened properly can CP 643N offer protection against fire.

a. Mark the fastening points.

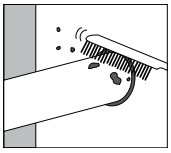
b. Drill holes with a Hilti rotary hammer drill (i.e. TE 4-A18) or, depending on base material, fasten using Hilti powder-actuated tool.

c. To secure the CP 643N Firestop Collar, use Hilti anchors/fasteners.

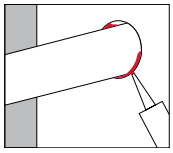
d. For maintenance reasons, a penetration can be permanently marked with an identification plate and fastened in a visible position next to the seal.

Not for use
- With metal pipes
- In highly corrosive surroundings
- With unapproved anchors/fasteners

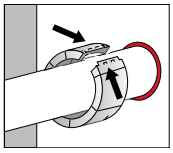
Storage
- Store only in the original packaging in a location protected from moisture



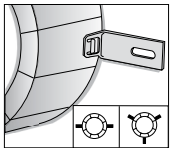
1. Clean plastic pipe.



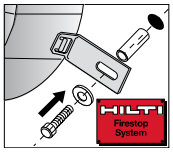
2. Close remaining gap to provide smoke and gas resistant seal.



3. Close collar.



4. Attach fastening hooks.



5. Fasten collar and identification plate (if required).

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AMA: Application : at Slab and walls between underground parking garage level and residential use

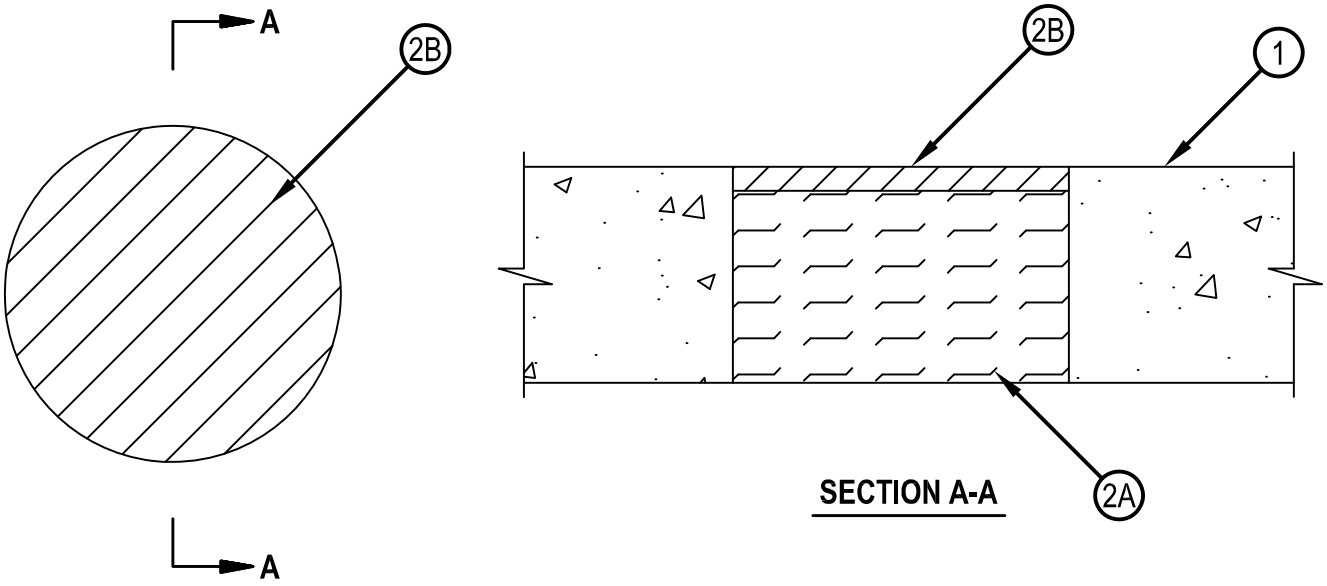
CAJ 0070

System No. C-AJ-0070

VOIDS UP TO 7" DIAM

Classified by Underwriters Laboratories, Inc. to UL 1479 and CAN/ULC-S115

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Rating — 2 Hr	F Rating — 2 Hr
T Rating — 2 Hr	FT Rating — 2 Hr
	FH Rating — 2 Hr
	FTH Rating — 2 Hr
	L Rating At Ambient — Less Than 1 CFM/sq ft



1. Floor or Wall Assembly — Min 4-1/2 in. (114 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening is 7 in. (178 mm).
   See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
2. Firestop System — The firestop system shall consist of the following:
   A. Packing Material — Min. 4 in. (102 mm) thickness of 4 pcf (64 kg/m3) mineral wool batt insulation tightly packed into the opening as a permanent form. Packing material to be recessed from top surface of floor and both surfaces of wall as required to accommodate the required thickness of fill material.
   B. Fill Void or Cavity Materials* — Sealant — Min 1/2 in. (13 mm) thickness of fill material applied within the annulus, flush with top surface of floor.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS -ONE Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Hilti Firestop Systems

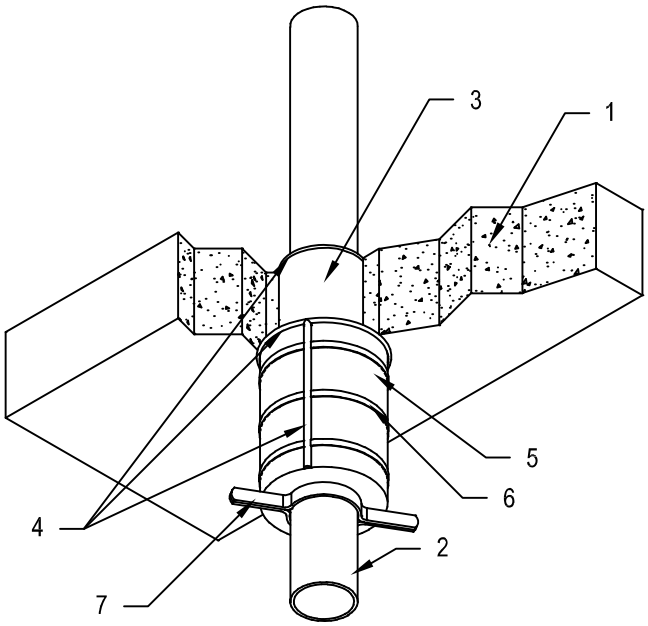
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January 06, 2015

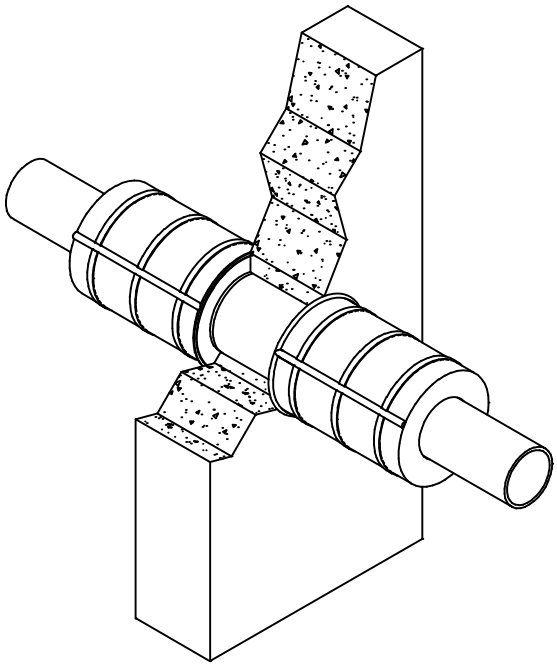
AMA: Application : at Slab and walls between underground parking garage level and residential use

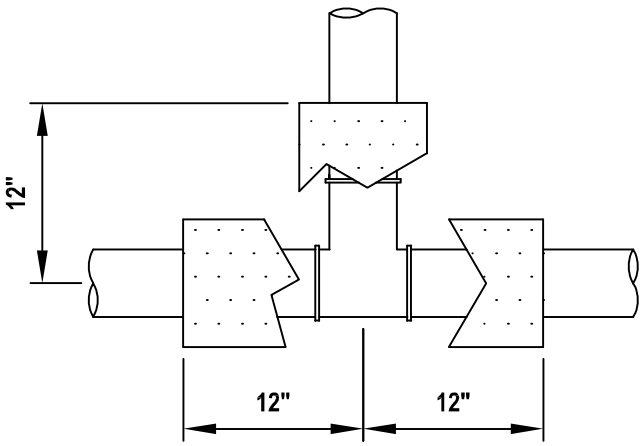
HI/PF 120-01

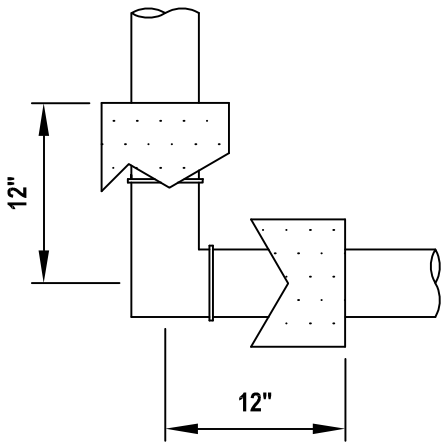
Hilti Corporation
Design Number HI/PF 120-01
Through Penetration
FS-ONE MAX Intumescent Firestop Sealant
ASTM E 814 (2011) & UL 1479 (2010)
F Rating: 2 Hours
T Rating: 2 Hours *Required*
H Rating: 2 Hours
CAN/ULC S115 (2011) at 2.5Pa
FTH: 2 Hours

METALLIC PIPES UP TO 4" DIAM
I.e.: Gas lines, Sprinkler









Item 8

Hilti Firestop Systems

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Courtesy of Intertek Group
December 16, 2014

Intertek

Hilti Corporation
Design Number HI/PF 120-01
Through Penetration
FS-ONE MAX Intumescent Firestop Sealant
ASTM E 814 (2011) & UL 1479 (2010)
F Rating: 2 Hours
T Rating: 2 Hours
H Rating: 2 Hours
CAN/ULC S115 (2011) at 2.5Pa
FTH: 2 Hours

1. FLOOR/CEILING OR WALL ASSEMBLY: Use a two-hour fire-rated floor/ceiling assembly or concrete or block wall assembly consisting of min. 7 in. (178 mm) thick normal weight (100-150 pcf (1600-2400 kg/m³)) reinforced concrete or 7-5/8 in. (194 mm) thick Concrete Masonry Units (CMU). Create a round through-opening with diameter of 6 in. (152 mm).

2. PENETRATING ITEM: Install one of the following penetrating items:
   - Max. 4 in. (102 mm) Cast or Ductile Iron Pipe
   - Max. 4 in. (102 mm) Rigid Steel Conduit or EMT
   - Maximum 4 in. (102 mm) Schedule 40 (or thicker) Steel Pipe

   Install penetrating item point contact or offset max. 1-1/2 in. (38 mm) in the through-opening created in floor/ceiling or wall assembly (Item 1).

3. PACKING MATERIAL: Install min. 4 pcf (64 kg/m³) density mineral wool batt insulation in the annular space, compressed 25% around the penetrating item (Item 2) as follows:
   - Floor Ceiling Assembly - Install min. 6-3/4 in. (171 mm) layer recessed 1/4 in. (6 mm) from the top of the floor/ceiling assembly (Item 1)
   - Wall Assembly: Install min. 6-1/2 in. (165 mm) layer recessed 1/4 in. (6 mm) from both surfaces of the wall assembly (Item 1).

   If the floor/ceiling or wall assembly (Item 1) is greater than 7 in., the 12 in. length of insulation (Item 5) may be reduced the amount the floor/ceiling or wall assembly (Item 1) exceeds 7 in. If the insulation (Item 5) is reduced, the packing material (Item 3) must be increased by the same thickness in the annular space.

4. CERTIFIED COMPANY: Hilti Corporation
   CERTIFIED PRODUCT: Sealant
   MODEL: FS-ONE MAX Intumescent Firestop Sealant
   Apply nominal 1/4 in. (6 mm) layer of FS-ONE MAX Intumescent Firestop Sealant to fill the 1/4 in. (6 mm) void left after installing the packing material (Item 3). After installing the insulation (Item 5) around the penetrating item (Item 2), apply a nominal 1/4 in. (6 mm) bead of FS-ONE MAX Intumescent Firestop Sealant in the longitudinal seam of the insulation and at the insulation (Item 5) and floor/ceiling or wall assembly (Item 1) interface.

5. INSULATION: Install one layer of 12 in. (305 mm) long, 8 pcf (128 kg/m³) density, hollow cylindrical mineral wool pipe insulation around penetrating item (Item 1) installed below the floor/ceiling assembly (Item 1) or on both sides of the wall assembly (Item 1). For penetrating items (Item 2) 2 in. (51 mm) or less in diameter, use min. 1 in. (25 mm) thick insulation. For penetrating items (Item 2) with a diameter greater than 2 in. (51 mm), use min. 2 in. (51 mm) thick insulation. As the thickness of the concrete floor/ceiling assembly or wall assembly (Item 1) increases greater than 7 in. (180 mm), the 12 in. (305 mm) length of insulation may be reduced by the amount that the slab exceeds 7 in. (180 mm).

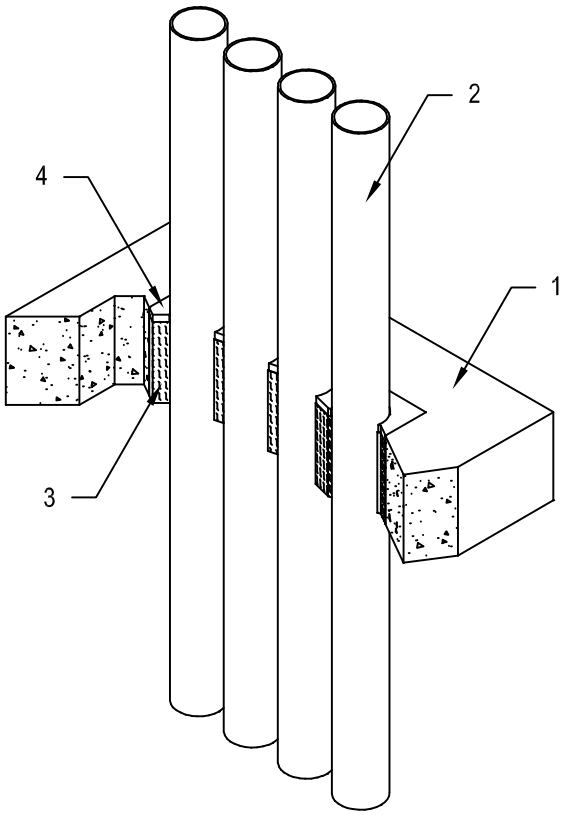
6. STAINLESS STEEL CLAMP: Install 1/2 in. (13 mm) wide stainless steel hose clamps to secure insulation (Item 5) around penetrating item (Item 2). Install hose clamps around insulation spaced 2 in. (51 mm) from the ends of the insulation and max. 8 in. (203 mm) on center (oc) between.

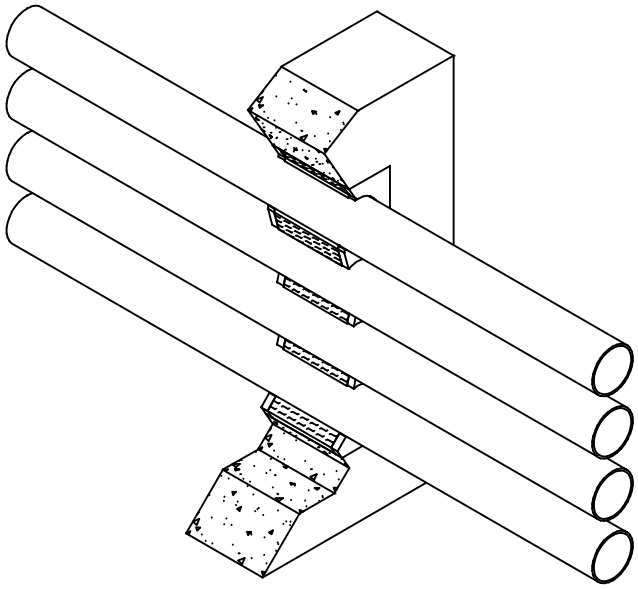
7. RISER CLAMP: Install 4 in. (102 mm) galvanized steel riser clamp around penetrating item (Item 2) flush with the end of the insulation (Item 5) (not required on horizontal penetration).

8. TEE/ELBOW (Optional): Attach to penetrating item (Item 2) when required. When installing tee or elbow at a distance greater than 12 in. (305 mm) from the floor/ceiling or wall assembly (Item 1), insulation (Item 5) is only required from the floor/ceiling or wall assembly (Item 1) to the Tee or elbow. If the tee or elbow is less than 12 in. (305 mm) from the floor/ceiling or wall assembly (Item 1), insulation (Item 5) must be installed from the floor/ceiling or wall assembly (Item 1) to the tee or elbow and installed min. 12 in. (305 mm) from the junction of the tee or elbow in both directions. Secure insulation (Item 5) around tee/elbow using stainless steel hose clamps (Item 6) spaced max. 8 in. (203 mm) oc.

HI/PF 120-05

Hilti Corporation
Design Number HI/PF 120-05
Through Penetration
FS-ONE MAX Intumescent Firestop Sealant
ASTM E 814 (2011) & UL 1479 (2010)
F Rating: 2 Hours
T Rating: 2 Hours
Required
H Rating: 2 Hours
CAN/ULC S115 (2005) at 2.5Pa
FTH: 2 Hours





1. FLOOR/CEILING OR WALL ASSEMBLY: Use a two-hour fire-rated floor/ceiling or wall assembly consisting of min. 6 in. (152 mm) thick normal weight (100-150 pcf (1600-2400 kg/m³)) reinforced concrete or 6 in. (152 mm) thick hollow or concrete filled Concrete Masonry Units (CMU). Create a through-opening with a max. area of 90 square inches (581 square cm) with a max. dimension of 18 in. (457 mm) or max. diameter of 6 in. (152 mm).
2. PENETRATING ITEM: Install one or more 4/C (aluminum conductor) 500 kcmil PVC jacketed metal clad power cables. Install penetrating item centered or offset in the through-opening created in floor/ceiling or wall assembly (Item 1). Offset may be 0 in. (0 mm) to 4 in. (102 mm) between cables and periphery of opening and 1 in. (25 mm) to 1-1/2 in. (38 mm) between cables.
3. PACKING MATERIAL: Install min. 4 pcf (64 kg/m³) density mineral wool batt insulation in the annular space, compressed 25% around the penetrating item (Item 2) as follows:
   - Floor Ceiling Assembly-Install nominal 5-1/2 in. (140 mm) layer recessed 1/2 in. (13 mm) from the top of the floor/ceiling assembly (Item 1)
   - Wall Assembly: Install nominal 5 in. (127 mm) layer recessed 1/2 in. (13 mm) from both surfaces of the wall assembly (Item 1).
4. CERTIFIED COMPANY: Hilti Corporation
   CERTIFIED PRODUCT: Sealant
   MODEL: FS-ONE MAX Intumescent Firestop Sealant
   Apply nominal 1/2 in. (13 mm) layer of FS-ONE MAX Intumescent Firestop Sealant to fill the 1/2 in. (6 mm) void(s) left after installing the packing material (Item 3).

Hilti Firestop Systems

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December 16, 2014

Intertek

AMA: Application : at Slab and walls between underground parking garage level and residential use

PLASTIC PIPES UP TO 6"

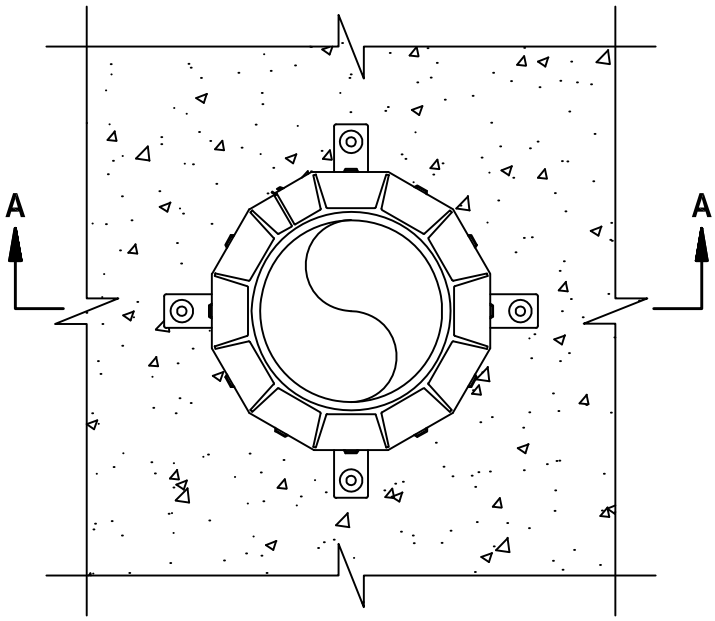
CANADA ONLY

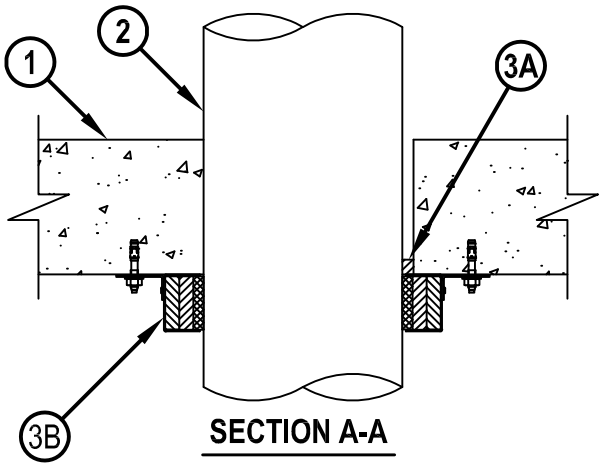
CAJ 2035

Classified by
Underwriters Laboratories, Inc.
to CAN/ULC-S115

System No. C-AJ-2035

F Ratings — 2 and 3 Hr (See Item 1)
FT Ratings — 1 and 2 Hr (See Item 1) AMA: Required
FH Rating — 0 Hr
FTH Rating — 0 Hr
L Rating at Ambient — Less Than 1 CFM/sq ft
L Rating at 400 F — Less Than 1 CFM/sq ft





NOTE: collar required on both sides on wall application

AMA note: the concrete slabs and walls separating residential to underground parking garage can be considered 3hrs based on the thickness (8" min.) to acheive the 2hr FT rating required

System tested with a pressure differential of 50 Pa between the exposed and the unexposed surfaces with the higher pressure on the exposed side.

1. Floor or Wall Assembly — Min 64 mm (2-1/2 in.) or min 114 mm (4-1/2 in.) thick reinforced lightweight or normal weight (1600-2400 kg/ m3 or 100-150 pcf) concrete for 2 hr and 3 hr F Rated assemblies, respectively. Wall may also be constructed of any UL Classified Concrete Blocks*. Floor may also be constructed of any min 152 mm (6 in.) thick UL Classified hollow core Precast Concrete Units*. See Table under Item 2 for max diam of opening. The hourly FT Ratings are 1 hr and 2 hr for 2 hr and 3 hr F Rated assemblies, respectively. See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufactures.
2. Through Penetrants — One nonmetallic pipe to be installed either concentrically or eccentrically within the firestop system. The annular space between pipe and periphery of opening shall be min 0 mm (point contact). See Table below for the max annular space required between pipe and periphery of opening. Pipe to be rigidly supported on both sides of floor or wall assembly. The following types and sizes of nonmetallic pipes may be used:
   A. Polyvinyl Chloride (PVC) Pipe — Nom 152 mm (6 in.) diam (or smaller) Schedule 40 solid core or cellular core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
   B. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 152 mm (6 in.) diam (or smaller) SDR11 or SDR13.5 CPVC pipe for use in closed (process or supply) piping systems.
   C. Acrylonitrile Butadiene Styrene (ABS) Pipe — Nom 152 mm (6 in.) diam (or smaller) Schedule 40 solid-core or cellular core ABS pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.

D. Flame Retardant Polypropylene (FRPP) Pipe — Nom 152 mm (6 in.) diam (or smaller) Schedule 40 FRPP pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.

E. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 152 mm (6 in.) diam (or smaller) SDR 11 CPVC for use in closed (process or supply) piping systems.

IPEX INC — AquaRise

F. XFR 15/50 Polyvinyl Chloride (PVC) Pipe — Nom 152 mm (6 in.) diam (or smaller) Schedule 40 solid core PVC pipe for use in closed (process or supply) or vented (drain, waste, or vent) piping systems.

G. Rigid Nonmetallic Conduit+ — Nom 102mm (4 in.) diam (or smaller) Schedule 40 PVC conduit installed in accordance with the National Electrical Code (NFPA No. 70).

Nom Pipe Diam, mm (in.)	Max Diam of Opening, mm (in.)	Max Annular Space, mm (in.)
38 (1-1/2)	54 (2-1/8)	5 (3/16)
51 (2)	67 (2-5/8)	6 (1/4)
76 (3)	102 (4)	13 (1/2)
102 (4)	127 (5)	13 (1/2)
152 (6)	178 (7)	13 (1/2)

3. FIRESTOP SYSTEM — THE FIRESTOP SYSTEM SHALL CONSIST OF THE FOLLOWING:

A. FILL, VOID OR CAVITY MATERIAL* — MIN 13 MM (1/2 IN.) THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS, FLUSH WITH BOTTOM SURFACE OF FLOOR OR BOTH SURFACES OF WALL. FOR SYSTEMS WITH L RATING, MIN 1/2 IN. (13 MM) THICKNESS OF FS-ONE SEALANT OR FS-ONE MAX INTUMESCENT SEALANT SHALL BE APPLIED WITHIN THE ANNULUS, FLUSH WITH TOP OR BOTTOM SURFACE OF FLOOR.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE SEALANT OR FS-ONE MAX INTUMESCENT SEALANT

B. FIRESTOP DEVICE* — FIRESTOP COLLAR SHALL BE INSTALLED IN ACCORDANCE WITH THE ACCOMPANYING INSTALLATION INSTRUCTIONS. COLLAR TO BE INSTALLED AND LATCHED AROUND THE PIPE AND SECURED TO UNDERSIDE OF FLOOR OR BOTH SIDES OF WALL USING THE ANCHOR HOOKS PROVIDED WITH THE COLLAR. (MINIMUM 2 ANCHOR HOOKS FOR 38 AND 51 MM (1-1/2 AND 2 IN.) DIAM PIPES, 3 ANCHOR HOOKS FOR 76 AND 102 MM (3 AND 4 IN.) DIAM PIPES, AND 4 ANCHOR HOOKS FOR 152 MM (6 IN.) DIAM PIPES). THE ANCHOR HOOKS ARE TO BE SECURED WITH 6 MM (1/4 IN.) DIAM BY MIN 32 MM (1-1/ 4 IN.) LONG STEEL EXPANSION BOLTS, OR STEEL TAPCON® CONCRETE SCREW ANCHORS, IN CONJUNCTION WITH MIN 19 MM (3/4 IN.) DIAM STEEL WASHERS WITH ONE ANCHOR BOLT IN EACH ANCHOR HOOK. AS ALTERNATES TO THE ANCHORS SPECIFIED ABOVE, MIN 4 MM (0.145 IN.) DIAM BY 32 MM (1-1/4 IN.) LONG POWDER ACTUATED FASTENERS UTILIZING A 36 MM (1-7/16 IN.) DIAM BY 2 MM (1/16 IN.) THICK STEEL WASHER, HILTI 6 MM (1/4 IN.) DIAM BY32 MM (1-1/4 IN.) LONG KWIK-CON II+ CONCRETE SCREW ANCHOR, HILTI 6 MM (1/4 IN.) DIAM BY 44 MM (1-3/4 IN.) LONG KWIK-BOLT 3 STEEL EXPANSION ANCHOR OR HILTI X-DNI 27 P8 S15 POWDER ACTUATED FLOOR PIN WITH INTEGRAL NOM 15 MM (9/16 IN.) DIAM WASHER MAY BE USED.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP 643N 50/1.5", CP 643N 63/2", CP 643N 90/3" CP 643N 110/" OR CP 643N 160/6" FIRESTOP COLLAR

* INDICATES SUCH PRODUCTS SHALL BEAR THE UL OR CUL CERTIFICATION MARK FOR JURISDICTIONS EMPLOYING THE UL OR CUL CERTIFICATION (SUCH AS CANADA), RESPECTIVELY.

+BEARING THE UL LISTING MARK

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JANUARY 07, 2015

AMA: Application : at Slab and walls between underground parking garage level and residential use

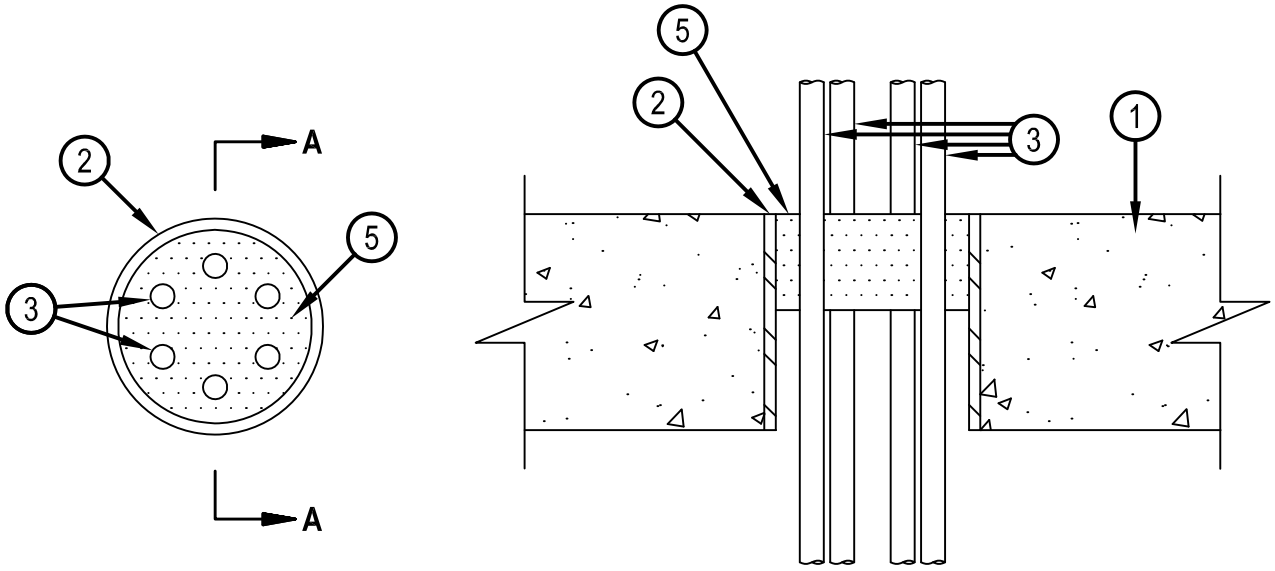
CABLES

CAJ 3084

System No. C-AJ-3084

Classified by Underwriters Laboratories, Inc. to UL 1479 and CAN/ULC-S115

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Rating — 3 Hr	F Rating — 3 Hr
T Rating — 2-1/2 Hr	FT Rating — 2-1/2 Hr
	FH Rating — 3 Hr
	FTH Rating — 2-1/2 Hr



SECTION A-A

1. Floor or Wall Assembly — Min 4-1/2 in. (114 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening is 4 in. (102 mm).
   See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
2. Nonmetallic Sleeve — (Optional) — Nom 4 in. (102 mm) diam (or smaller) Schedule 40 solid-core polyvinyl chloride (PVC) pipe.
3. Cables — Six, max 25 pair No. 24 AWG telephone cables with polyvinyl chloride (PVC) insulation and jacket materials to be used in the assembly. The annular space shall be min 1/4 in. (6 mm) to max 1-1/4 in. (32 mm). Cables to be rigidly supported on both sides of floor or wall assembly.
4. Packing Material — (Not Shown) — Mineral wool insulation firmly packed into the opening as a temporary form. Packing material to be recessed from the top surface of floor or both surfaces of wall to accommodate the required thickness of fill material. In floors form may be removed after fill material has cured.
5. Fill, Void or Cavity Material* — Sealant — Min 2 in. (51 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS611A, FS-ONE Sealant or FS-ONE-MAX Intumescent Sealant.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

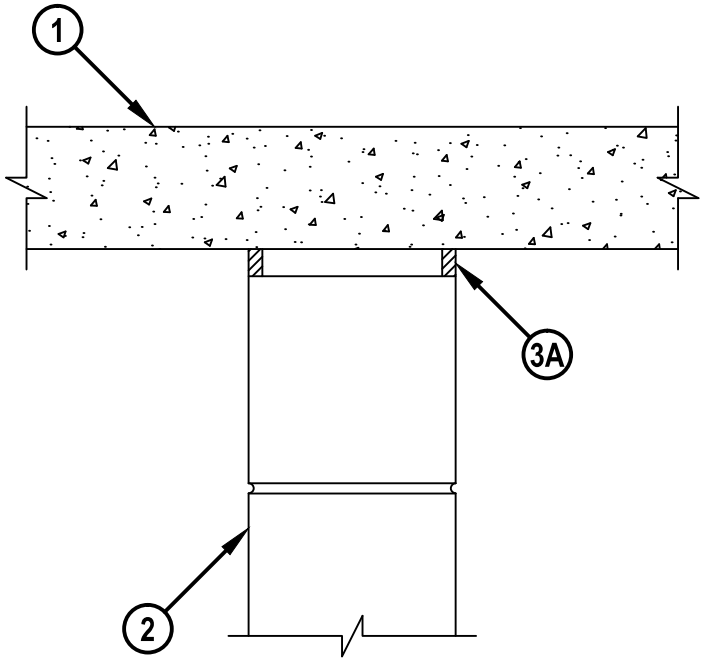
Hilti Firestop Systems

Reproduced by HILTI, Inc. Courtesy of Underwriters Laboratories, Inc.
January 13, 2015

Classified by
Underwriters Laboratories, Inc.
to UL 2079 and CAN/ULC-S115

System No. HW-D-0268

Assembly Rating - 3 Hr
Nominal Joint Width - 1 in.
L Rating At Ambient — Less Than 1 CFM/Lin Ft
L Rating At 400°F — Less Than 1 CFM/Lin Ft
Class II Movement Capabilities - 12.5% Compression and Extension



1. Floor Assembly — Min 2-1/2 in. (64 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) structural concrete. Floor may also be constructed of any min 6 in. (152 mm) thick UL Classified hollow-core Precast Concrete Units*. See Precast Concrete Units (CFTV) category in the Fire Resistance Directory for names of manufacturers.
2. Wall Assembly — Min 8 in. (203 mm) thick steel reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) structural concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.
3. Joint System — Max separation between bottom of floor assembly and top of concrete wall at time of installation is 1 in. (25 mm). The joint system is designed to accommodate a max 12.5 percent compression or extension from its installed width. The joint system shall consists of the following:
   A. Fill, Void or Cavity Material* - Sealant — A 1/2 in. (13 mm) thickness of fill material installed within the joint, flush with each surface of the wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — CP606 Flexible Firestop Sealant
   B. Forming Material — (Optional, Not Shown) - Mineral wool insulation or polyurethane foam backer rod. Forming material to be recessed from both surfaces of the wall as required to accommodate the required thickness of fill material.

*Bearing the UL Classification Mark

Hilti Firestop Systems

Reproduced by HILTI, Inc. Courtesy of
Underwriters Laboratories, Inc.
June 26, 2008

AMA: Application : Service and storage rooms walls within the underground parking garage level; concrete slabs between P1 and P2.

CLASSIFIED C UL US

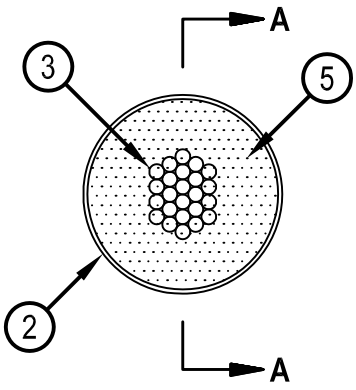
Classified by Underwriters Laboratories, Inc. to UL 1479 and CAN/ULC-S115

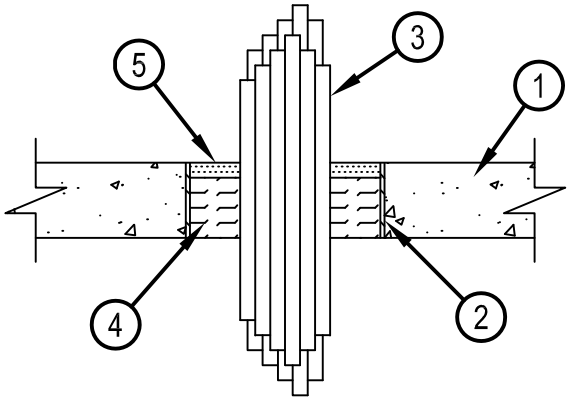
CABLES

CAJ 3095

System No. C-AJ-3095

ANSI/UL1479 (ASTM E814)	CAN/ULC S115
F Rating — 3 Hr	F Rating — 3 Hr
T Ratings — 0, 1/2 and 3/4 Hr (See Item 3)	FT Ratings — 0, 1/2 and 3/4 Hr (See Item 3)
	FH Rating — 3 Hr
	FTH Ratings — 0, 1/2 and 3/4 Hr (See Item 3)





SECTION A-A

1. Floor or Wall Assembly — Min 2-1/2 in. (64 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600 2400 kg/m3) concrete floor or min 3 in. (76 mm) thick reinforced lightweight or normal weight concrete wall. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening is 6 in. (152 mm).

See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.

2. Sleeve — (Optional) — Nom 6 in. (152 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe cast or grouted into floor or wall assembly, flush with floor or wall surfaces or extending a max 3 in. (76 mm) above the floor or both surfaces of the wall. If the steel sleeve extends above the floor or both surfaces of the wall, the T Rating of the firestop system is 0 Hr.

3. Cables — Aggregate cross-sectional area of cables in opening to be min 25 percent to max 45 percent of the aggregate cross-sectional area of the opening. Cables to be rigidly supported on both sides of floor or wall assembly. Any combination of the following types and sizes of metallic conductor or fiber optic cable may be used:

   A. Max 500 kcmil single copper connector power cable with thermoplastic insulation and polyvinyl chloride (PVC) jacket. When single copper conductor power cable is used, T, FT and FTH Rating is 0 hr.

   B. Max 350 kcmil single conductor power cables with either aluminum or copper conductors and cross-linked polyethylene (XPLE) insulation. When single aluminum conductor power cable is used, T Rating is 0 hr. When single copper conductor power cable is used, T, FT and FTH Rating is 1/2 hr.

   C. Max 300 pair No. 24 AWG copper conductor telecommunication cables with polyvinyl chloride (PVC) insulation and jacket material. When telecommunication cable is used, T, FT and FTH Rating is 0 hr.

   D. Max three copper connector No. 6 AWG cable with polyvinyl chloride (PVC) insulation and jacket material. When multi-connector power cable is used, T Rating is 0 hr.

   E. Max 7/C copper conductor No. 12 AWG multiconductor power and control cables with PVC or cross-linked polyethylene (XLPE) insulation and PVC jacket. When multiconductor power and control cable is used, T, FT and FTH Rating is 3/4 hr.

   F. Multiple fiber optical communication cables jacketed with PVC and having a max outside diam of 1/2 in. When fiber optic cable is used, T, FT and FTH Rating is 3/4 hr.

   G. Max 3/C copper conductor No. 12 AWG with Bare aluminum ground, polyvinyl chloride (PVC) insulated steel, Metal-clad cable+. When MC cable is used, T, FT and FTH Rating is 0 hr.

   AFC CABLE SYSTEMS INC

H. Max 3/C with ground 2/0 AWG copper conductor SER cable with cross-linked polyethylene (XLPE) insulation and polyvinyl chloride (PVC) jacket. When SER cable is used, T, FT and FTH Rating is 0 hr.

I. Max RG/U coaxial cable with polyethylene (PE) insulation and polyvinyl chloride (PVC) jacket having a max outside diameter of ½ in. When coaxial cable is used, T Rating is 0 hr.

J. Fire Resistive Cables* - Max 1-1/4 in. (32 mm) diam single conductor or multi conductor Type MI cable. A min 1/8 in. (3 mm) separation shall be maintained between MI cables and any other type of cable. When Fire Resistive Cables *are used, T, FT and FTH Rating is 0 hr.

K. Through Penetrating Product* — Any Cables, Metal-Clad Cable+ or Armored Cable+ currently Classified under the Through Penetrating Products category.

See Through Penetrating Product (XHLY) category in the Fire Resistance Directory for names of manufacturers.

4. Packing Material — Min 2 in. (51 mm) thickness of min 4 pcf (64 kg/m3) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed 1/2 in. (13 mm) from top surface of floor or from both surfaces of wall to accommodate the fill material. If the steel sleeve (Item 2) extends above the top of the floor, the packing material shall be flush with the bottom surface of the floor.

5. Fill, Void or Cavity Material* — Sealant — Min 1/2 in. (13 mm) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

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Underwriters Laboratories, Inc.
January 14, 2015

AMA: Application : Service and storage rooms walls within the underground parking garage level; concrete slabs between P1 and P2.

cUL SYSTEM NO. C-AJ-1011

METALLIC PIPES 4" DIAM MAX

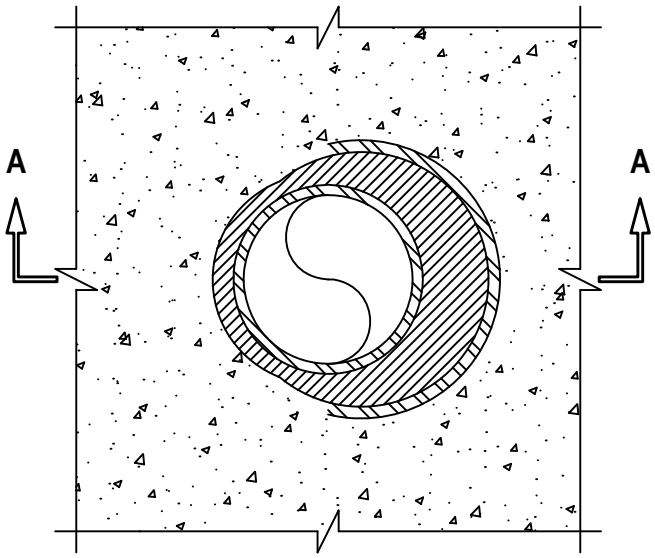
CANADA ONLY

METAL PIPE THROUGH CONCRETE FLOOR/WALL OR BLOCK WALL

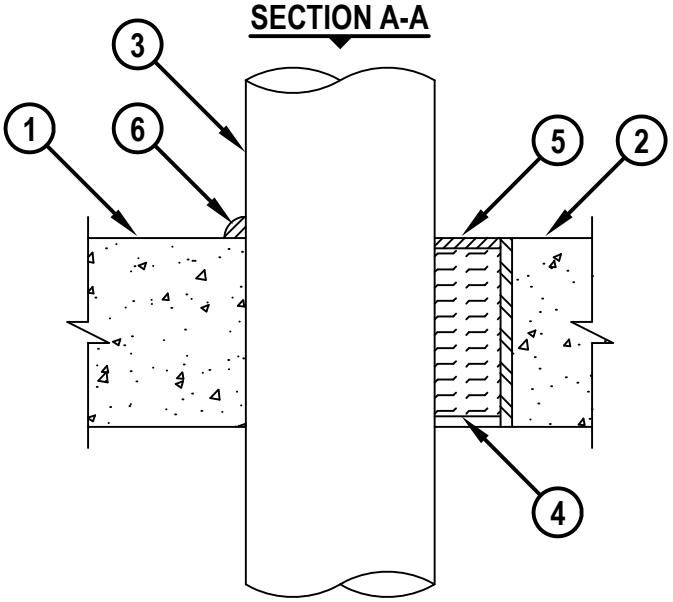
F-RATING = 3-HR.
FT, FH AND FTH-RATING = 0-HR.

cULCAJ1011b.010714

TOP VIEW



SECTION A-A



1. CONCRETE FLOOR OR WALL ASSEMBLY (3-HR. FIRE-RATING) :
   A. LIGHTWEIGHT OR NORMAL WEIGHT CONCRETE FLOOR OR WALL (MINIMUM 4-1/2" THICK).
   B. ANY UL/cUL CLASSIFIED CONCRETE BLOCK WALL.
2. [OPTIONAL] MAXIMUM 6" NOMINAL DIAMETER STEEL PIPE SLEEVE (SCHEDULE 10 OR HEAVIER)
3. PENETRATING ITEM TO BE ONE OF THE FOLLOWING :
   A. MAXIMUM 4" DIAMETER STEEL PIPE (SCHEDULE 10 OR HEAVIER).
   B. MAXIMUM 4" DIAMETER CAST OR DUCTILE IRON PIPE.
   C. MAXIMUM 4" NOMINAL DIAMETER COPPER PIPE.
   D. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT OR EMT.
4. MINIMUM 4" THICKNESS MINERAL WOOL (MIN. 4 PCF DENSITY) TIGHTLY PACKED.
5. MINIMUM 1/4" DEPTH HILTI CP 604 SELF-LEVELING FIRESTOP SEALANT, HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT, HILTI CFS-S SIL GG FIRESTOP SILICONE SEALANT, OR HILTI CFS-S SIL SL FIRESTOP SILICONE SEALANT.
6. MINIMUM 1/4" BEAD HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT OR HILTI CFS-S SIL GG FIRESTOP SILICONE SEALANT APPLIED AT POINT OF CONTACT (*NOT REQUIRED WHEN HILTI CP 604 SELF-LEVELING FIRESTOP SEALANT OR HILTI CFS-S SIL SL FIRESTOP SILICONE SEALANT IS USED, ITEM 5*).

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 6".
2. ANNULAR SPACE = MINIMUM 0", MAXIMUM 5-3/8".
3. MINIMUM 1/4" DEPTH HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT OR HILTI CFS-S SIL GG FIRESTOP SILICONE SEALANT IS REQUIRED ON EACH SIDE OF A WALL ASSEMBLY.

Hilti Firestop Systems

HILTI, Inc.
Tulsa, Oklahoma USA (800) 879-8000

Sheet	1 of 1
Scale	7/32" = 1"
Date	Jan. 07, 2014

Drawing No.
cUL CAJ1011b

Saving Lives through Innovation and Education

AMA: Application : Service and storage rooms walls within the underground parking garage level; concrete slabs between P1 and P2.

Classified by
Underwriters Laboratories, Inc.
to CAN/ULC-S115

System No. C-AJ-2079

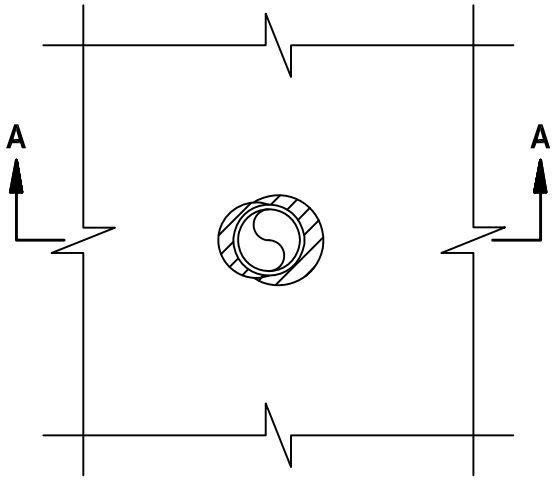
PLASTIC PIPES 2" DIAM MAX

CANADA ONLY

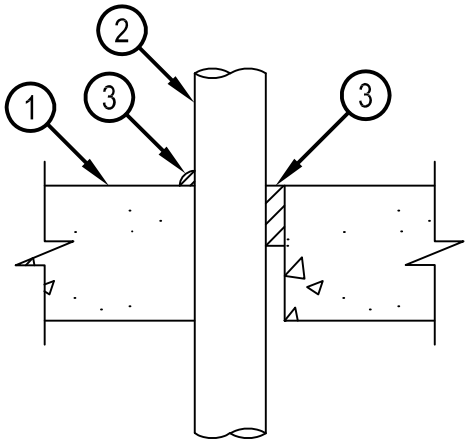
CAJ 2079

F Rating — 2 Hr
FT, FH, and FTH Ratings — 0 Hr

TOP VIEW



SECTION A-A



System tested with a pressure differential of 50 Pa between the exposed and the unexposed surfaces with the higher pressure on the exposed side.

1. Floor or Wall Assembly — Min 4-1/2 in. (114 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening is 3-1/2 in. (89 mm).
   See Concrete Blocks (CAZT7) category in the Fire Resistance Directory for names of manufacturers.
2. Through Penetrants — One nonmetallic pipe to be installed concentrically or eccentrically within the firestop system. Annular space between pipe and periphery of opening to be min 0 mm (point contact), to max 32 mm (1-1/4 in.). The following type and sizes of nonmetallic pipe may be used:
   A. Polyvinyl Chloride (PVC) Pipe — Nom 51 mm (2 in.) diam (or smaller) Schedule 40 cellular core PVC for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
   B. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 51 mm (2 in.) drain (or smaller) Schedule 40 for use in closed (process or supply) piping systems.
   C. XFR Polyvinyl Chloride (PVC) Pipe — Nom 51 mm (2 in.) diam (or smaller) Schedule 40 PVC pipe for use in closed (process or supply) or vented (drain, waste, or vent) piping systems.
3. Fill, Void or Cavity Material* - Sealant — Minimum 51 mm (2 in.) thickness of fill material applied within the annulus, flush with top surface of floor or with both surfaces of wall. At the point contact location between pipe and concrete, a minimum 13 mm (1/2 in.) diameter bead of fill material shall be applied at the concrete/pipe interface on the top surface of floor and on both surfaces of wall.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE MAX Intumescent Sealant

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Hilti Firestop Systems

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February 08, 2019

BETWEEN PARKADE AND RESIDENTIAL, PEX WATER LINES

CLASSIFIED UL C

Classified by
Underwriters Laboratories, Inc.
to CAN/ULC-S115

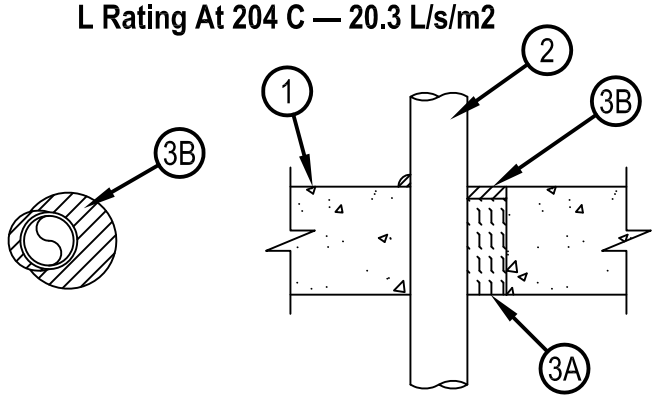
CANADA ONLY

CAJ 2061

System No. C-AJ-2061

F Rating — 2 Hr
FT Rating — 2 Hr
FH Rating — 2 Hr
FTH Rating — 2 Hr
L Rating At Ambient — Less Than 5.1 L/s/m2
L Rating At 204 C — 20.3 L/s/m2

SMALL WATER LINES ; NOT WRAPPED WITH INSULATION AT PENETRATION THROUGH WALL.



System tested with a pressure differential of 2.5 Pa between the exposed and the unexposed surfaces with the higher pressure on the exposed side.

1. Floor or Wall Assembly — Min 114 mm (4-1/2 in.) thick reinforced lightweight or normal weight (1600-2400 kg/m3 or 100-150 pcf) concrete floor or min 127 mm (5 in.) thick reinforced lightweight or normal weight (1600-2400 kg/m3 or 100-150 pcf) concrete wall . Wall may also be constructed of any UL Classified Concrete Blocks*. Floor may also be constructed of any 152 mm (6 in.) thick UL Classified hollow core Precast Concrete Units. Max diam of opening is 102 mm (4 in.).

See Concrete Blocks (CAZT) and Precast Concrete Units* (CFTV) categories in the Fire Resistance Directory for names of manufacturers.

2. Through Penetrants — One nonmetallic pipe to be installed either concentrically or eccentrically within the firestop system. The annular space between pipe and periphery of opening shall be min 0 mm (point contact) to max 41 mm (1-5/8 in.). Pipe to be rigidly supported on both sides of floor or wall assembly. The following types and sizes of nonmetallic pipes may be used:
   A. Polyvinyl Chloride (PVC) Pipe — Nom. 51 mm (2 in.) diam (or smaller) Schedule 40 solid-core or cellular core PVC pipe for use in closed (process or supply) piping systems.
   B. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 51 mm (2 in.) diam (or smaller) SDR13.5 CPVC pipe for use in closed (process or supply) piping systems.
   C. Rigid Nonmetallic Conduit+ — Nom 51 mm (2 in.) diam (or smaller) Schedule 40 PVC conduit installed in accordance with the National Electrical Code (NFPA 70).
   D. Crosslinked Polyethylene (PEX) Tubing — Nom 51 mm (2 in.) diam (or smaller) SDR 9 PEX tubing for use in closed (process or supply) piping systems.
   E. Chlorinated Polyvinyl Chloride (CPVC) Pipe — Nom 51 mm (2 in.) drain (or smaller) SDR 11 CPVC for use in closed (process or supply) piping systems.

   IPEX INC — AquaRise

3. Firestop System — The firestop system shall consist of the following:
   A. Packing Material — Min 102 mm (4 in.) thickness of min 64 kg/m3 (4 pcf) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed from top surface of floor or both surfaces of wall to accommodate the required thickness of fill material. When precast concrete units are used, packing material to be recessed from top surface of floor to accommodate the required thickness of fill material and to be installed flush with bottom surface of floor.
   B. Fill, Void or Cavity Material* — Sealant — Min 13 mm (1/2 in.) thickness of fill material applied within the annulus, flush with top surface of floor or both surfaces of wall assembly. Additionally, nom 13 mm (1/2 in.) bead of fill material applied between concrete and penetrant interface.

   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-One Sealant or FS-ONE MAX Intumescent Sealant.

* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

HILTI

Hilti Firestop Systems

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Underwriters Laboratories, Inc.
January 07, 2015

FIRESTOP CUSTOM DETAIL

THIS FIRESTOP CUSTOM DETAIL REPRESENTS A FIRESTOP SYSTEM THAT WOULD BE EXPECTED TO PASS THE STATED RATINGS IF TESTED

PROJECT : EAGLEVIEW HEIGHTS
ADDRESS : 464 EAGLECREST DRIVE, GIBSONS , BC V0N 1V9

ISSUED TO : OLSON ELECTRIC LTD

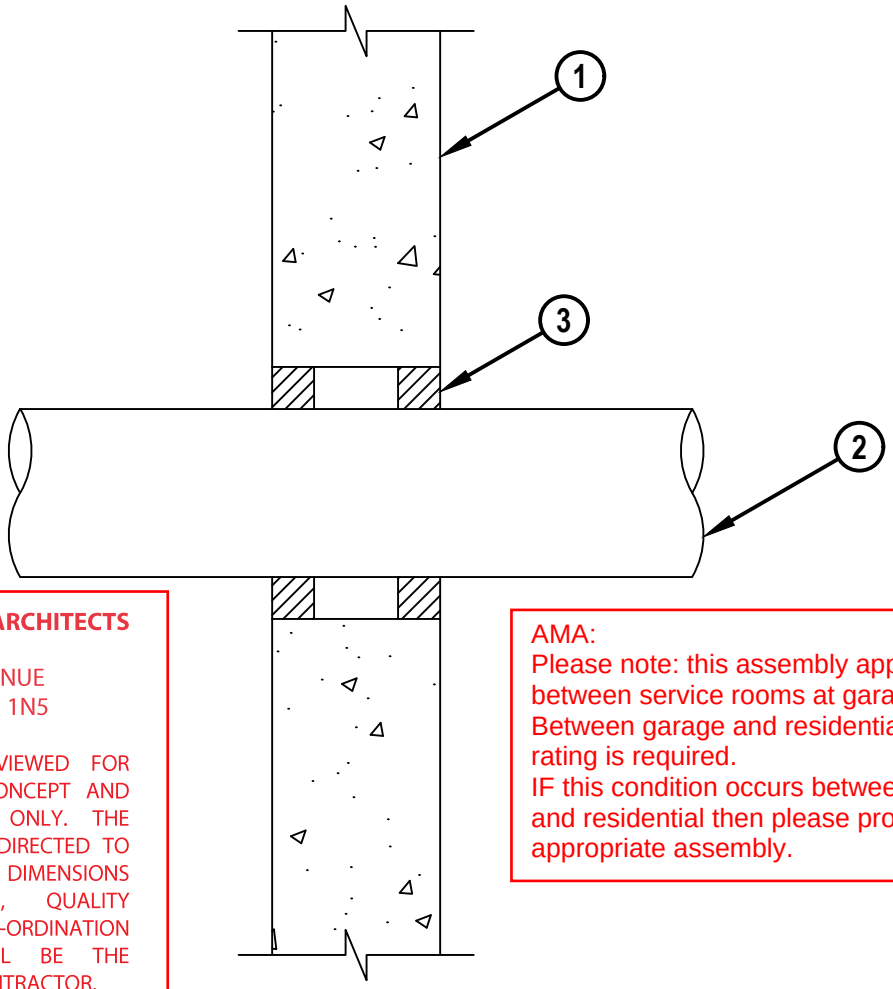
Ratings

F-RATING = 1-HR. OR 2-HR.

L-RATING AT AMBIENT = 5 CFM / SQ FT OR LESS
L-RATING AT 400°F = 5 CFM / SQ FT OR LESS

CROSS-SECTIONAL VIEW

ELECTRICAL



ANKENMAN MARCHAND ARCHITECTS

1645 WEST 5TH AVENUE
VANCOUVER, BC V6J 1N5

THESE DRAWINGS ARE REVIEWED FOR CONFORMITY TO DESIGN CONCEPT AND GENERAL ARRANGEMENTS ONLY. THE CONTRACTOR IS EXPRESSLY DIRECTED TO CHECK AND VERIFY ALL DIMENSIONS PRIOR TO FABRICATION, QUALITY CHARACTERISTICS AND CO-ORDINATION WITH OTHER TRADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

☐ REVIEWED
■ REVIEWED AS NOTED
☐ REVISE AND RESUBMIT

SIGNED: --
DATE: June 22, 2023

AMA:
Please note: this assembly applies only between service rooms at garage level.
Between garage and residential a 2hrs FT rating is required.
IF this condition occurs between garage and residential then please provide appropriate assembly.

SHOP DRAWING
REVIEWED
SUBMITTALS ARE REVIEWED FOR CONFORMANCE WITH DESIGN INTENT AND GENERAL COMPLIANCE WITH THE CONTRACT DOCUMENTS ONLY. NOTATIONS DO NOT AUTHORIZE CHANGES TO THE VALUE OF THE CONTRACT.
OPAL ENGINEERING INC.
BY: Blake Shine DATE: Jun 22, 2023

Hilti Firestop Systems

HILTI, Inc.
Plano, Texas USA (800) 879-8000

Designed by Hilti FPE
Jaeger Cox

Drafter
MK

Sheet 1 of 2
Scale 7/32" = 1"
Date June 20, 2023

Drawing No.
597838a

Saving Lives through Innovation and Education

FIRESTOP CUSTOM DETAIL

THIS FIRESTOP CUSTOM DETAIL REPRESENTS A FIRESTOP SYSTEM THAT WOULD BE EXPECTED TO PASS THE STATED RATINGS IF TESTED

PROJECT : EAGLEVIEW HEIGHTS
ADDRESS : 464 EAGLECREST DRIVE, GIBSONS , BC V0N 1V9

ISSUED TO : OLSON ELECTRIC LTD

Ratings

F-RATING = 1-HR. OR 2-HR.

L-RATING AT AMBIENT = 5 CFM / SQ FT OR LESS
L-RATING AT 400°F = 5 CFM / SQ FT OR LESS

1. CONCRETE WALL OR CONCRETE BLOCK WALL ASSEMBLY (UL/cUL CLASSIFIED) (MINIMUM 4" THICK) (1-HR. OR 2-HR. FIRE-RATING).
2. METALLIC PENETRANT TO CONSIST OF ONE OF THE FOLLOWING :
- **A. MAXIMUM 4" NOMINAL DIAMETER STEEL PIPE (SCH. 10 OR HEAVIER).**
- **B. MAXIMUM 4" NOMINAL DIAMETER CAST IRON PIPE.**
- **C. MAXIMUM 4" NOMINAL DIAMETER COPPER PIPE OR TUBING.**
- **D. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT OR STEEL EMT.**

3. MINIMUM 1" DEPTH HILTI FS-ONE MAX INTUMESCENT FIRESTOP SEALANT.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 6".
2. ANNULAR SPACE = MINIMUM 0", MAXIMUM 2".
3. [NOT SHOWN] WHEN ANNULAR SPACE IS 0", APPLY MINIMUM 1/2" BEAD HILTI FS-ONE MAX INTUMESCENT FIRESTOP SEALANT AT POINT OF CONTACT.

Referenced Tested Systems
(REFERENCE : UL/cUL SYSTEM NO. C-AJ-1575 & W-J-1067)

Project Application Details
CS0172015

Applicable Test Method
CAN/ULC S115-18

Hilti Firestop Systems

HILTI, Inc.
Plano, Texas USA (800) 879-8000

Designed by Hilti FPE
Jaeger Cox

Drafter
MK

Sheet **2 of 2**

Scale **-**

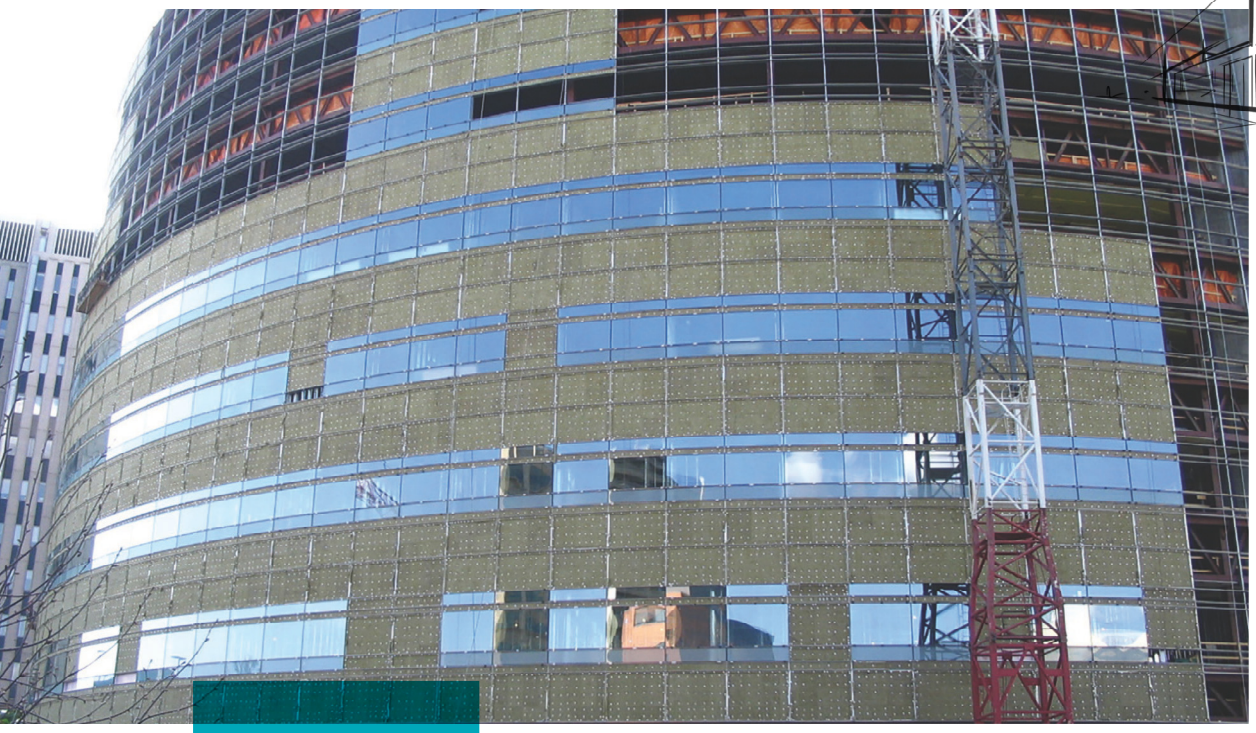
Date **June 20, 2023**

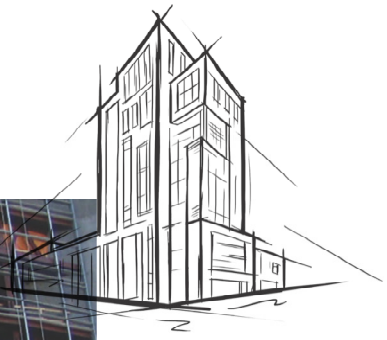
Drawing No.
597838a

Saving Lives through Innovation and Education

ROXUL SAFE™

Fire Safing Insulation





ROCKWOOL ROXUL SAFE™ is a lightweight, semi-rigid stone wool insulation that provides fire-stopping and acoustical properties. It is designed to fill perimeter gaps between concrete floor slabs and exterior wall systems, between firewalls and ceiling slabs, and around conduit pipes and duct openings through walls and floor slabs.

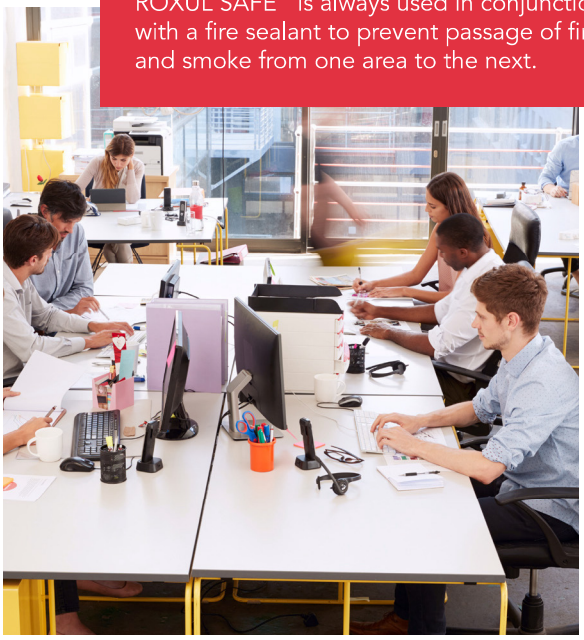
It is non-combustible and fire resistant, and will not develop toxic smoke or promote flame spread, even when exposed directly to a fire. When ROXUL SAFE™ is used with CURTAINROCK® 40/80, it provides a comprehensive fire-stopping system that has been UL/ULC/Intertek tested and approved for perimeter fire containment systems.

ROXUL SAFE™ also helps to increase energy efficiency, improve thermal stability and reduce noise transmission into and out of the building for overall occupant comfort.

Learn more at rockwool.com

Fire-stopping Material

ROXUL SAFE™ is always used in conjunction with a fire sealant to prevent passage of fire and smoke from one area to the next.



ROCKWOOL™

ROXUL SAFE™
Fire Safing Insulation

Technical Data Sheet

Firestopping 07840* • Firestopping 07 84 00**
Fibrous Fire Safing 07 84 56.13** • Curtain wall & glazed assemblies 08 44 00**

ROCKWOOL ROXUL SAFE™ is semi-rigid, mineral wool batt insulation approved for use in fire rated joints, through penetrations and perimeter fire containment systems.

	Performance	Test Standard
Compliance	Mineral Fiber Block and Board Thermal Insulation - Type IVA Compliant MEA Approval, New York City Approval	ASTM C612 339-97-M
Reaction to Fire	Flame spread index = 0; Smoke developed index = 0 Flame spread index = 0; Smoke developed index = 0 Determination of Non Combustibility of Building Materials - Non Combustible Test for Non-Combustibility - Non Combustible Fire Tests of Firestop Systems Fire Tests of Penetration Firestop Systems Tests for Fire Resistance of Building Joint Systems Perimeter Fire Barrier Systems Smoulder Resistance - 0.01% Consult UL, ULC and Intertek Directories for fire rated designs	ASTM E84 (UL 723) CAN/ULC S102 CAN/ULC S114 ASTM E136 CAN/ULC S115 ASTM E814 (UL 1479) UL 2079 ASTM E2307/E119 CAN/ULC S129
Density	Actual Density - 4.5 lbs/ft³ (72 kg/m³)	ASTM C303
Corrosion Resistance	Stress Corrosion Cracking Tendency of Austenitic Stainless Steel - Passed Corrosion of Steel - Passed	ASTM C795 ASTM C665
Reaction to Moisture	Moisture Sorption by weight - 0.04% Determination of Fungi Resistance - Passed	ASTM C1104 ASTM C1338
Thickness Dimensions	Product is available in 2", 3" and 4" (50.8 mm, 76.2 mm and 101.6 mm) 24" x 48" (610 mm x 1219 mm)	

Please contact ROCKWOOL for Declare labels for other ROCKWOOL manufacturing facilities.

Issued 01-01-18
Supersedes 08-23-17

NOTE: *Master Format 1995 Edition **Master Format 2004 Edition. As ROCKWOOL has no control over installation design and workmanship, accessory materials or application conditions, ROCKWOOL does not warranty the performance or results of any installation containing ROCKWOOL's products. ROCKWOOL's overall liability and the remedies available are limited by the general terms and conditions of sale. This warranty is in lieu of all other warranties and conditions expressed or implied, including the warranties of merchantability and fitness for a particular purpose.

ROCKWOOL™

8024 Esquesing Line, Milton, ON L9T 6W3
Tel: 800-265-6878 • Fax: 800-991-0110
rockwool.com

Hilti Firestop Acrylic Sealant CFS-S ACR; CP 606

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Date of issue: 01/07/2016 Revision date: 01/07/2016 Supersedes: 01/07/2016 Version: 4.2

SECTION 1: Identification

1.1. Identification

Product form	Mixture
Name	Hilti Firestop Acrylic Sealant CFS-S ACR; CP 606
Product code	BU Chemicals
Chemical structure	

1.2. Relevant identified uses of the substance or mixture and uses advised against

No additional information available

1.3. Details of the supplier of the safety data sheet

Hilti, Inc.
Legacy Tower, Suite 1000
75024 Plano - USA
T +1 9724035800
1-800-879-8000 toll free - F +1 918 254 0522

Supplier
Hilti, Inc.
Legacy Tower, Suite 1000
75024 Plano - USA
T +1 9724035800
1-800-879-8000 toll free - F +1 918 254 0522

Department issuing data specification sheet
Hilti AG
Feldkircherstraße 100
9494 Schaan - Liechtenstein
T +423 234 2111
chemicals.hse@hilti.com

1.4. Emergency telephone number

Emergency number

Chem-Trec
Tel.: 1 800 424 9300 (USA, PR, Virgin Islands, Canada)
Tel.: 703 527 3887 (Other countries)

+1 918 8723000
1-800-879-8000 toll free

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Not classified

2.2. Label elements

GHS-US labelling

No labelling applicable

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

Hilti Firestop Acrylic Sealant CFS-S ACR; CP 606

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Full text of H-statements: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	Get medical advice/attention if you feel unwell.
First-aid measures after skin contact	Wash skin with plenty of water. If skin irritation occurs: Get medical advice/attention.
First-aid measures after eye contact	Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
First-aid measures after ingestion	Get medical advice/attention if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

No additional information available

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media	Water spray. Dry powder. Foam. Carbon dioxide.

5.2. Special hazards arising from the substance or mixture

Reactivity	The product is non-reactive under normal conditions of use, storage and transport.

5.3. Advice for firefighters

Protection during firefighting	Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

Protective equipment	For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

No additional information available

6.3. Methods and material for containment and cleaning up

Methods for cleaning up	Recover mechanically the product.

6.4. Reference to other sections

For further information refer to section 13.

Hilti Firestop Acrylic Sealant CFS-S ACR; CP 606

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling	Wear personal protective equipment.
Hygiene measures	Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions	Keep cool. Store in a dry place.
Storage temperature	41 - 77 °F

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No additional information available

8.2. Exposure controls

Personal protective equipment: Protective clothing. Safety glasses. Gloves.



Hand protection	Protective gloves. EN 374.
Eye protection	Safety glasses. EN 166. EN 170.
Skin and body protection	Wear suitable protective clothing.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	Liquid
Appearance	Pasty.
Colour	red white Grey
Odour	characteristic
Odour threshold	Not determined
pH	≈ 9 Not applicable
Melting point	Not applicable
Freezing point	No data available
Boiling point	No data available
Flash point	Not applicable
Relative evaporation rate (butylacetate=1)	No data available
Flammability (solid, gas)	No data available
Explosive limits	No data available
Explosive properties	No data available
Oxidising properties	No data available
Vapour pressure	No data available
Relative density	No data available
Relative vapour density at 20 °C	No data available
Density	1.6 g/cm³
Molecular mass	Not determined
Solubility	No data available

Log Pow	No data available
Auto-ignition temperature	No data available
Decomposition temperature	No data available
Viscosity	No data available
Viscosity, kinematic	No data available
Viscosity, dynamic	No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity	Not classified
Skin corrosion/irritation	Not classified pH: ≈ 9 Not applicable
Serious eye damage/irritation	Not classified pH: ≈ 9 Not applicable
Respiratory or skin sensitisation	Not classified
Germ cell mutagenicity	Not classified
Carcinogenicity	Not classified
Reproductive toxicity	Not classified
Specific target organ toxicity (single exposure)	Not classified
Specific target organ toxicity (repeated exposure)	Not classified
Aspiration hazard	Not classified

Hilti Firestop Acrylic Sealant CFS-S ACR; CP 606

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general	The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming	No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste treatment methods	Dispose of contents/container in accordance with licensed collector's sorting instructions.
Waste disposal recommendations	Dispose in a safe manner in accordance with local/national regulations.

SECTION 14: Transport information

In accordance with ADR / RID / IMDG / IATA / ADN

14.1. UN number

Not regulated for transport

14.2. UN proper shipping name

Proper Shipping Name (ADR)	Not applicable
Proper Shipping Name (IMDG)	Not applicable
Proper Shipping Name (IATA)	Not applicable
Proper Shipping Name (ADN)	Not applicable
Proper Shipping Name (RID)	Not applicable

14.3. Transport hazard class(es)

ADR

Transport hazard class(es) (ADR)	Not applicable

IMDG

Transport hazard class(es) (IMDG)	Not applicable

IATA

Transport hazard class(es) (IATA)	Not applicable

ADN

Transport hazard class(es) (ADN)	Not applicable

RID

Transport hazard class(es) (RID)	Not applicable

14.4. Packing group

Packing group (ADR)	Not applicable
Packing group (IMDG)	Not applicable
Packing group (IATA)	Not applicable
Packing group (ADN)	Not applicable
Packing group (RID)	Not applicable

14.5. Environmental hazards

Dangerous for the environment	No
Marine pollutant	No
Other information	No supplementary information available

14.6. Special precautions for user

- Overland transport

- Transport by sea

No data available

- Air transport

No data available

- Inland waterway transport

Carriage prohibited (ADN)	No
Not subject to ADN	No

- Rail transport

Carriage prohibited (RID)	No

14.7. Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

SECTION 15: Regulatory information

15.1. US Federal regulations

This product or mixture does not contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. International regulations

CANADA

Hilti Firestop Acrylic Sealant CFS-S ACR; CP 606	
WHMIS Classification	Uncontrolled product according to WHMIS classification criteria

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Not classified

National regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

Revision date	01/07/2016
HMIS III Rating	
Health	0 Minimal Hazard - No significant risk to health
Flammability	0 Minimal Hazard - Materials that will not burn
Physical	0 Minimal Hazard - Materials that are normally stable, even under fire conditions, and will NOT react with water, polymerize, decompose, condense, or self-react. Non-Explosives.
Personal Protection	B
	B - Safety glasses, Gloves

SDS_US_Hilti

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

FS-ONE MAX; CFS-FIL

Safety Data Sheet

according to the Hazardous Products Regulation (February 11, 2015)

Date of issue: 02/06/2019 Revision date: 02/06/2019 Supersedes: 12/17/2015 Version: 1.3

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form	Mixture
Trade name	FS-ONE MAX; CFS-FIL
Product code	BU Fire Protection



1.2. Relevant identified uses of the substance or mixture and uses advised against

Recommended uses and restrictions	For professional users only

1.3. Details of the supplier of the safety data sheet

Hilti (Canada) Corp.
2360 Meadowpine Boulevard
L5N 6S2 Mississauga, Ontario - Canada
T +1905 8139200
1-800-363-4458 toll free - F +1 905 813 9009

Supplier
Hilti (Canada) Corp.
2360 Meadowpine Boulevard
L5N 6S2 Mississauga, Ontario - Canada
T +1905 8139200
1-800-363-4458 toll free - F +1 905 813 9009

Department issuing data specification sheet
Hilti AG
Feldkircherstraße 100
9494 Schaan - Liechtenstein
T +423 234 2111
chemicals.hse@hilti.com

1.4. Emergency telephone number

Emergency number	Chem-Trec Tel.: 1 800 424 9300 (USA, PR, Virgin Islands, Canada) Tel.: 703 527 3887 (Other countries)

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS CA)

Not classified

2.2. Label elements

GHS CA labelling

No labelling applicable

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS CA)

No data available

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	Get medical advice/attention if you feel unwell.
First-aid measures after skin contact	Wash skin with plenty of water. If skin irritation occurs: Get medical advice/attention.
First-aid measures after eye contact	Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
First-aid measures after ingestion	Get medical advice/attention if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

No additional information available

4.3. Immediate medical attention and special treatment, if necessary

No additional information available

SECTION 5: Fire-fighting measures

5.1. Suitable extinguishing media

Suitable extinguishing media	Water spray. Dry powder. Foam. Carbon dioxide.

5.2. Unsuitable extinguishing media

No additional information available

5.3. Specific hazards arising from the hazardous product

No additional information available

5.4. Special protective equipment and precautions for fire-fighters

Protection during firefighting	Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

No additional information available

6.2. Methods and materials for containment and cleaning up

Methods for cleaning up	Mechanically recover the product.

6.3. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection"

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling	Wear personal protective equipment.
Hygiene measures	Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions	Keep cool. Store in a dry place.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Additional information	The product has a pasty consistency. Exposure limit values for respirable dusts are not relevant for this product.

8.2. Appropriate engineering controls

No additional information available

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment	Protective clothing. Safety glasses. Gloves.



Hand protection	Protective gloves. EN 374.
Eye protection	Chemical goggles or safety glasses.
Skin and body protection	Wear suitable protective clothing.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	Solid
Appearance	Pasty.
Molecular mass	Not determined
Colour	red.
Odour	characteristic.
Odour threshold	Not determined
pH	≈ 7.85
Relative evaporation rate (butylacetate=1)	No data available
Melting point	Not applicable
Freezing point	No data available
Boiling point	No data available
Flash point	Not applicable
Auto-ignition temperature	No data available
Decomposition temperature	No data available
Flammability (solid, gas)	Not applicable
Vapour pressure	No data available
Relative vapour density at 20 °C	No data available

Relative density	No data available
Density	≈ 1.35 g/cm³
Solubility	No data available
Log Pow	No data available
Viscosity, kinematic	No data available
Viscosity, dynamic	No data available
Explosive properties	No data available
Oxidising properties	No data available
Explosive limits	No data available

9.2. Other information

VOC content	9 g/l

SECTION 10: Stability and reactivity

10.1. Reactivity

Reactivity	The product is non-reactive under normal conditions of use, storage and transport.
Chemical stability	Stable under normal conditions.
Possibility of hazardous reactions	No dangerous reactions known under normal conditions of use.
Conditions to avoid	None under recommended storage and handling conditions (see section 7).
Hazardous decomposition products	Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	Not classified
Acute toxicity (dermal)	Not classified
Acute toxicity (inhalation)	Not classified
Skin corrosion/irritation	Not classified pH: ≈ 7.85
Serious eye damage/irritation	Not classified pH: ≈ 7.85
Respiratory or skin sensitization	Not classified
Germ cell mutagenicity	Not classified
Carcinogenicity	Not classified
Reproductive toxicity	Not classified
STOT-single exposure	Not classified
STOT-repeated exposure	Not classified
Aspiration hazard	Not classified

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general	The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods: Dispose in a safe manner in accordance with local/national regulations.

Product/Packaging disposal recommendations: Dispose in a safe manner in accordance with local/national regulations.

SECTION 14: Transport information

In accordance with ADR / RID / IMDG / IATA / ADN

ADR	IMDG	IATA	RID
14.1. UN number			
Not applicable	Not applicable	Not applicable	Not applicable
14.2. UN proper shipping name			
Not applicable	Not applicable	Not applicable	Not applicable
14.3. Transport hazard class(es)			
Not applicable	Not applicable	Not applicable	Not applicable
14.4. Packing group			
Not applicable	Not applicable	Not applicable	Not applicable
14.5. Environmental hazards			
Dangerous for the environment : No	Dangerous for the environment : No Marine pollutant : No	Dangerous for the environment : No	Dangerous for the environment : No
No supplementary information available			

14.6. Special precautions for user

- Overland transport

- Transport by sea

No data available

- Air transport

No data available

- Rail transport

Carriage prohibited (RID): No

14.7. Transport in bulk according to Annex II of MARPOL and the IBC Code

SECTION 15: Regulatory information

15.1. National regulations

No additional information available

15.2. International regulations

No additional information available

SECTION 16: Other information

SDS Major/Minor	None
Date of issue	02-06-2019
Revision date	02-06-2019
Supersedes	12-17-2015

Indication of changes:

Section	Changed item	Change	Comments
		Modified	Layout

SDS_CA_Hilti

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product

ARCHITECTS REPORT Report Number: **41**

■ Field Review Report	Project: **Eagleview Phase 1, Gibsons BC**	Date: Dec 19th**, 2025**
☐ Architect's Instruction	AMA Project No.:**1638**	Weather: Overcast
☐ Telephone Call	Contractor: **Kindred Construction Ltd.**	Time: **8:30 AM**
☐ Memo	Superintendents: **Jordan Ditchfield,** Present: F. Marchand, Perrie Rai	

Field Review #41

Please note: This report addresses the remaining scope of work to be completed following the partial occupancy permit, which includes Buildings 5–12, Amenity Building, Pool area, P1/ P2 Parkade, and the surrounding on-site area. For discrepancies and outstanding items related to the partial occupancy for Buildings 1–4, refer to Field Review #42 **(sections under Observations/ comments related to the partial occupancy scope of B1-B4 have been removed from this report)**.

41.1 Outstanding work progress:

41.1.1 Amenity building: drywall at sending stage, no progress on pool area since last report; tiling remains incomplete; fences and guards not yet started.
41.1.2 Siding, Stone veneer, still incomplete at some areas, general repairs and remediations required (due to deficiencies/out of sequencing)
41.1.3 Planting/ landscaping is now underway throughout.
41.1.4 Concrete paved areas (driveways, walkways, ramps) are mostly complete except for some stairs (north and south of driveway ramp).
41.1.5 Allan block walls/planters generally completed (refer to observations)
41.1.6 P1 & P2 parkade: firestopping, fire rated service shafts, final paint finishes remain but underway.
41.1.7 B5-B12, common areas/ lobby finishes, interior unit finishes, fixture and appliance tie-ins and fully operable (varying levels of completion per building, overall incomplete),
41.1.8 Site guards throughout (installation underway),
41.1.9 All handrails (both on site and in residential exit stairs), some completed at exteriors.
41.1.10 Off-site scope tied to occupancy permit (Phase 2 interim grading/ planting, site park, trail paths) Off site remediation of interim grading is underway per civil engineer comments.
41.1.11 Site lighting throughout (lamp posts, bollard lighting), some of the bollards are installed.
41.1.12 Siamese connections/ 2.5" hose valves connections & fully operable, not completed.
41.1.13 A/C unit installs at grade levels; A few outdoor A/C units at grade remain to be installed.
41.1.14 Annunciator Panel Enclosure: exterior/interior finishes & all electrical/ mechanical components: siding not yet started, work underway inside.
41.1.15 All downspouts/ gutters installation has not yet started.

41.2 Observation / Comments

Observation and comments of previous reports will be reviewed upon execution and will be commented again if deviation occurs from the required / requested instructions or to provide further clarification. New Items are in **bold**.

Architect's instructions are issued only for the purpose of recording any clarification or interpretation of the contract documents or giving direction on problems resulting from field conditions. These instructions are subject to the provisions of the contract documents and unless stated herein and specifically co-authorized by the Client, will not affect the contract.

Timothy Ankenman, Architect AIBC, MRAIC – Principal 1645 West 5th Avenue, Vancouver, BC V6J 1N5
François Marchand, Architect AIBC – Principal T: (604) 872-2595 | E: francois@amarchitects.com

ARCHITECTS REPORT Report Number: **41**

■ Field Review Report	Project: **Eagleview Phase 1, Gibsons BC**	Date: Dec 19th**, 2025**
☐ Architect's Instruction	AMA Project No.:**1638**	Weather: Overcast
☐ Telephone Call	Contractor: **Kindred Construction Ltd.**	Time: **8:30 AM**
☐ Memo	Superintendents: **Jordan Ditchfield,** Present: F. Marchand, Perrie Rai	

41.2.1 Concrete and waterproofing:

1. SOG at P2 at GL PK / P17 (parking stalls 84 and 85) overhead clearance issue (Previous 5.2.8)
   Not built per drawings; SOG to be lowered to meet the minimum clearance throughout. (2m- 6'-6 ¾" minimum required; our design showed 6'-8")
   Update: The slab has recently been repoured **but the 2m clearance is not met**. Further to this, electrical is running conduits under the slab band directly above, which creates an even lower clearance. This needs to be reviewed and rectified as this low clearance is occurring above the drive aisle. **Low clearance sign will not be accepted because it is at the front of the stall and above the drive aisle. Contractor to provide remediation solutions.**

Work completed via my floor levelling contractor

2. B5-B6 L2 plywood subfloor variations from drawings: Stair riser corrections (Previous 17.2.1.11):
   [original explanation: refer to previous reports]
   B5 and B6 stair risers were measured on site, and the stair framing was confirmed **not fixed as shown on SI #113**; the last risers still measured too high (7 ¾" at B5, 7 ½" at B6). The maximum allowable riser height is 7.08". Kindred confirmed they will apply tiles at the bottom landing of the exit staircase to increase the height of the floor level to the correct riser height and apply a door threshold transition strip to maintain the current lobby floor level.
   Update: Another option is to add concrete topping to slope the floor slightly to the door; over 5' length the slope would be about 1%.

3. Exterior Amenity and B11-B12 topping stairs poured without drain mat below (Previous 17.2.1.12):
   It was confirmed via email that no drain mat was installed below the stair topping. The Envelope Consultant is willing to accept the following solution:
   1. Pedestrian traffic coating applied over the poured concrete stairs (please provide color range for selection), and at B11 and B12 bottom landings, and 8" up the sides (6" above nosing) of all adjacent walls.
   2. PMMA-Transition membrane to join with exposed SBS at edges.
   3. Gum-lip flashing install along the edges of the stairs to remain as originally designed.

   Update: Item #2 from the approved remediation stated above was underway at time of review.

4. ~~Cut back concrete wall: East of B11-101 patio/ west of exterior walkway between stairs (Previous 34.2.1.15)~~
   ~~As requested by Kind, Kindred discussed cutting back the 41" high concrete wall by approximately 22" to be in line with the wall on the other side of the walkway, which will simplify the post install for the required gate. We are okay with this change. Guards will need to be revised to suit this change; see section **39.2.9.3**.~~
   ~~**Update:** Not executed; Kind to confirm if this is still desired.~~

Architect's instructions are issued only for the purpose of recording any clarification or interpretation of the contract documents or giving direction on problems resulting from field conditions. These instructions are subject to the provisions of the contract documents and unless stated herein and specifically co-authorized by the Client, will not affect the contract.

Timothy Ankenman, Architect AIBC, MRAIC – Principal 1645 West 5th Avenue, Vancouver, BC V6J 1N5
François Marchand, Architect AIBC – Principal T: (604) 872-2595 | E: francois@amarchitects.com

ARCHITECTS REPORT Report Number: **41**

■ Field Review Report	Project: **Eagleview Phase 1, Gibsons BC**	Date: Dec 19th**, 2025**
☐ Architect's Instruction	AMA Project No.:**1638**	Weather: Overcast
☐ Telephone Call	Contractor: **Kindred Construction Ltd.**	Time: **8:30 AM**
☐ Memo	Superintendents: **Jordan Ditchfield,** Present: F. Marchand, Perrie Rai	

5. P1 exit vestibule south of entry ramp/ north of B6: floor assembly waterproofing change. (Previous 34.2.1.16)
   The exit vestibule floor calls for a waterproof membrane and drainage mat below with 3" concrete topping (assembly tag 'R1f'), however there is not enough concrete build-up on the exterior ramp side to provide for this. Solution: add concrete build-up to create flush surface and apply traffic grade membrane coating on top instead.
   Update: Concrete poured, traffic coating remains to be installed.

Who's fault is this?

6. Retaining/ planter walls around B5-101 patio: more waterproofing required (interfaces) (Previous 36.2.1.22):
   There needs to be more waterproofing membrane applied to the entire interface between the retaining/ planter concrete walls and structural concrete bases/ parkade wall; waterproofing is only applied to the base. Do not miss this where concrete walls have not yet been poured.
   Update: This was ignored / miss: please refer also to Aqua-coast roof report #18. Top of roof membrane against concrete columns to be raised throughout at buildings 5 to 8.

Was there ever a change order or discussion about this?

7. Concrete exterior waterproofing not matching grades (Previous 10.2.2):
   [original explanation: refer to previous reports]
   Installed too high at B11 North face, B8 South face And P2 South Face. At B11, the dimple board was confirmed by the contractors to be lowered to grade and the section between bottom of cladding and grade to be covered with flashing to hide the exposed membrane. At B8 (on exposed concrete walls), Allan block wall is now complete at the south side and the overrun of waterproofing can now be cut back to suit. A large area of waterproofing is left exposed above grade at P2 South face.
   Update: No further progress. Also refer to Field review Report **#42** similar issues at B1-B4.

Damproofing contractor should have fixed

8. **Water pooling at Patio B5-101**
   As part of SI-113 the patio of B5-101 was increase. The build up for counter-slope back to the patio drain was missed and water is pooling against the concrete planter wall. Similar to remediation of B8-101, build up a counter slope on top of the waterproof membrane and re-waterproof on top.
   Drain holes to drain to the planter is not recommended as this will create more complex waterproofing issues and possible blockage due to the soil on planter side.

9. **Water ingress at P2**
   Aside from unconnected drain pipes, two locations are of concern where water is seen along the wall: Electrical room beside B12 Elevator machine room, and the void space adjacent the vestibule of B11 (extensive amount of water in there).
   These are below the B11 and B12 upper elevator lobbies. Contractor to confirm possible water ingress as the exterior of these areas where extensively waterproof prior-to the exterior buildup.

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41.2.2 Sprinklers:

1. Sprinkler pipe below headroom minimum clearance (Previous 12.2.3.2):
   Please ensure the ultimate minimum clearance of 2m is maintained at tight spots below pipes.
   Left on the report as a reminder.

41.2.3 A/C lines and other services installed in exit corridors and stairs + other conflicts:

1. General (Previous 10.2.5.1):
   Anything running into exit stairs, exit corridor requires a rated shaft. Also confirming that the horizontal shaft required at stair is SW1 as shown on details page A500 and A400.
   Leaving on report as a reminder.

2. B8 exit corridor (previous 14.2.5.4):
   The gas lines entering the corridor require a rated shaft and should follow assembly SW1; remove the drop ceiling framing currently installed below these gas lines and rectify. Send photos before drywalling otherwise we will ask them to rip them out
   Update: Shaft is underway, inner layer of drywall installed.

3. B7 exit corridor (Previous 24.2.4.9)
   The extended drop ceiling framing over gas lines was not framed as a shaft wall assembly as required. This area is now drywalled. A large note was marked up on the ceiling to remove and add shaft walls, confirming it was missed. Contractor to send photos of these drop ceiling repairs if closed up again prior to our subsequent field review (noted ~mid-September).
   Update: Not remediated, the note on the ceiling is still there…this is a code issue to be rectified.

4. B9, B10, B6 and B5 exit corridor & drop ceiling discrepancies Previous 34.2.4.4):
   Kindred confirmed on site that the gas lines were relocated back to the units it was serving to eliminate the shaft requirement. However, the trades added drop ceilings where not required and they are blocking some of the roughed in light fixture locations within the main ceiling assembly. Kindred to review these conflicts and rectify as required.
   Update: No progress nor remediation noted.

5. B11 and B12: Level 3 / P2: second vestibule leading to exterior exit stair (Previous 35.2.4.7):
   Issue raised by Kindred on site if services at ceiling going through should be shafted.
   We reviewed with our code consultant (Steven Hart): Because this is essentially the continuation of the residential elevator vestibule exit sequence, a secure exit path needs to be provided up to the exterior door to the exterior exit stair from the vestibule. It was then determined that all services such as water lines and gas lines need to be enclosed in a rated shaft to ensure the protection of the exit path. Please use a combination of shaft assembly SW1 (horizontal) and SW3 (Vertical sections. Shaft assemblies are 4" thick overall.

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Previous update: Refer to attached architectural sketches SKA 42.1 (B11) and SKA 42.2 (B12) for execution. Please note that some electrical (serving the exit) needs to be moved (offset) away from the drop areas as no penetrations from electrical junction boxes are allowed. Properly firestopped electrical conduits can go through the shafts.
Update: Comment above ignored, light fixtures installed, remediations will be required. Details previously issued are attached to this report

41.2.4 Plumbing:

1. Services inside storage/elevator machine room (Previous 13.2.6.1):
[original explanation: refer to previous reports]
The pipe running along the east wall of the elevator machine room is a water distribution line, which serves B12, not the elevator room. The contractor indicated that the elevator supplier did not have any concerns with B12 services in the room if they are inside a rated shaft. However, Kindred still needs to confirm this in writing with Technical safety BC; both Mechanical and Electrical engineers believe this is not allowed and should be relocated. Modifications are also required to comply with the mechanical drawing requirements (as pointed out by Fluid). **This has been flagged since November 2023.** We are not responsible if this becomes an issue at occupancy. Also, the shaft is incomplete and does not appear to be resolved as originally noted.
Update: Fluid Engineering (Charles Powell) confirmed via email that it can be shafted. Please rip out the current incorrect shaft and replace with a proper one (use assembly SW 1 horizontally and SW3 vertically. It is the same shaft depicted in SKA 42.1 and 42.2 attached to this report.

2. Roof drain incorrectly added at B11 & B12 elevator roof lobbies (framing mistake) (Prev. 16.2.5.6):
[original explanation: refer to previous reports]
Roof drains were installed on the north and south sides of the elevator lobby roof with the roof slopes directed towards each end. Since it's too late to revise to 1 drain per IFC plans, we are proposing to route the drainpipe towards the main roof through the roof overhang structure. Kindred confirmed that our photo markup solution appended to Report #16 (February 2024) will be followed. If this does not work, run the pipe in front of the vertical section of the lower soffit and fur it out to conceal the pipe**. Soffit has been installed without the corrections noted above** and needs to be removed and re-installed at no cost to owners.
Update: Still not rectify, refer to previously issued sketch attached.

3. Pipes through 2 hr rated concrete walls (residential vestibule to parking area): firestopping provisions still required & firestopping in parkade missing throughout. (Previous 34.2.5.7)
We will need to complete a final firestop review of all parkades once Kindred has confirmed it's ready for our review. Perrie (KiND) confirmed his crew will execute the parkade firestopping. A firestopping package for the parkade scope was issued to Kindred and KiND on June 26th 2025. Trades completing this work must follow these assemblies exactly as shown for AMA approval.

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Update: Refer to report # 40.1 (issued November 17) for deficiencies. It was noted that some large holes in block walls will require concrete because the gaps are to large to properly firestop.

4. **Water management at P2:**
It was noted that a few of the roof drains at the ceiling of P2 are not connected. This creates a lot of water in the parkade during rainy days, which are more frequent at this time of year. Please ensure all drains are properly connected to alleviate this issue.

41.2.5 Rated shafts for mechanical venting at exit stairs (Previous 14.2.8.11):
[original explanation/ title: refer to previous reports]
B8: There is a horizontal gap between drywall boards inside the shaft opening at L3 floor assembly leaving wood exposed, please make sure to **add drywall** and fire tape this. At B10, B7, B6 and B5, the plywood subfloor is not cut open in the shaft through the Level 3 floor assembly and at B7 there is yellow spray foam above the top plate that shouldn't be there. Send photos of the continuous drywall lining applied prior to closing (if done before our subsequent field review).
Update: None of these shafts at any of the exit stairs are completed. Drywall is missing, horizontal shaft incomplete at 3rd floor ceiling etc. Please call for special review of all, prior-to enclosing with closure wall. All interior drywall should be completed.

41.2.6 Siding & Exterior finishes

1. Soffit Beam cladding (Previous 13.2.10.8):
[original explanation: refer to previous reports]
The siding contractor has dropped the sides down by up to 1" below the soffit of beams. He explained that they tried to move forward keeping them all flush but the framing inconsistencies/ unlevel surfaces made it very difficult to do**. He confirmed that he will make sure to paint the unfinished side to match the cladding finish.** We accept this direction given the unforeseen framing conditions.
Update: It does not appear that any of it has been executed to date.

2. Exposed Tyvek at underside of cap flashing (Previous 20.2.9.8)
Where board and batten siding was applied to privacy deck walls (Observed: B8-302), the sheathing paper was left exposed from the underside of the cap flashing. This was also observed at B11-B12. Overhangs appear to be wider than necessary. *[portion removed].* A painted (black) 1x trim could be installed to cover the Tyvek or simply paint black, whatever is easier.
Update: It does not appear that any of it has been executed to date

3. Cap flashing at roofs cluster buildings (previous 20.2.9.8)
1. Cap flashing installed at B11 and B12 is very uneven and unsightly, we do not approve of the exposed surface anchoring at the exterior face, please explain and provide concealed fastening (cleats). Please note: a large section of B12 North side is damaged by the crane "misadventure" and needs repair.

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Update: B12 fascia is repaired, B11 flashing cap still unsliglthy.
2. Tyvek is visible from underside: simplest solution is to paint since adding flashing is considered extra. (It appears that this has been rectified at some of the other buildings where there is a minimal gap between fascia and flashing and much straighter)
Update: Not reviewed, Left as reminder

4. B12-B9 bottom of columns at Level 1 patio (Previous 20.2.9.10)
As noted on SI-48R1, the raised planters have been removed (planting at grade). The siding of the columns should extend down beyond the top of concrete as depicted on page A515 detail 28. Please adjust siding to the same level as the center columns. For the northeast column at level 1 (B11) that is partially embedded into the concrete wall: make sure to extend down the cladding at the column bumped-out portion for cladding design to remain consistent with the adjacent columns. Envelope requires vertical flashing at the interface with concrete retaining wall as discussed on site. Please ensure the siding contractor is aware.
Update: Still not corrected, Perrie confirmed this would be executed.

5. B11 North and B10 South: small north roofs over L1: incorrectly detailed (Previous 23.2.9.12)
Please carefully review detail 12 on page A510; the insect screen is missing below at the ventilation cap behind flashing along the lower roof edge. The wall base ventilation detail is missing the correct waterproofing overlaps; a negative lap will result from how it's currently installed. Contractor to remove siding to correct accordingly. Refer also to envelope report.
Update: Still not corrected.

6. Exterior insulation wall adjacent to planter (W1gg) (various locations): install variation from our details
(Previous 23.2.9.14): *[original explanation: refer to previous reports]*
See detail 5/ A510. The correct flashing depth to cap-off the exterior insulation thickness was provided, however the leg does not extend down far enough to conceal insulation that will be above the planter soil, as shown on detail 5/A550. The contractors will need to apply another flashing sheet to cover the exposed rigid insulation.
Update: Exterior insulation installation underway, vertical flashing not yet installed.

7. Amenity building south wall: concrete & wood framed wall misalignment. (Previous 23.2.9.16)
[original explanation: refer to previous reports]
The siding contractors did not follow this instruction and now a portion of the misaligned wood framed wall is missing the 2" exterior rigid insulation (east of gridline C, below the through-wall flashing line). As discussed with Kindred, siding contractor to fix as follows:
   a. Remove siding below L2 through-wall flashing, between G.L. 'E' to ~3' past G.L. 'C' (up to the above wood framed portion **only**),
   b. Apply more ext. insulation to vertically align with siding above the through-wall flashing line,
   c. Install siding & return back to concrete wall past the amenity buildings wood framed portion.

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Update: Corrections underway.

9 Elevator shaft roof: parapet depth appears not sufficient for roof venting: (Previous 29.2.6.12)
[original explanation: refer to previous reports]
Refer to detail 15/A510. The parapet framing should extend out 2" past the outside face of cladding. B5 and B6 parapet depths were reviewed on site and are confirmed to be inadequate for venting. The solution discussed with the siding trades & Kindred: lower the top of hardie siding, and stone veneer/protection board by 1" to allow for adequate air flow (cut down where siding is already installed if possible). Maintain original strapping height wrap the top with insect screen (as shown on details). Apply this solution to all elevator parapet roofs (B5-B10).
Update: Left as reminder

10 Wall siding installed too low for paver install, throughout (Previous 33.2.8.16):
[original explanation: refer to previous reports]
At multiple locations it is noted that the siding extend too low at the base of walls adjacent to paved areas, such as patios and entry walkways.
Where this occurs the siding is to be raise to a minimum 2" above paved areas as shown on our details. Paved areas cannot be lowered, especially at main entries to buildings where handicap accessibility is required (no step at the doors). At patios the step at the patio door cannot be more than 8" to the top of the patio door track. Please also refer to envelope reports.
Update: Leaving on report as reminder, not much has been remediated.

11 Enterphones installed too high.(Previous 34.2.8.15):
[modified explanation]. It should be no more than 48" high from the top button of the enterphone to adjacent paved area. Contractor will need to confirm all locations from B5-B12 conform to this and lower as required. This is a code requirement. Please inform the electricians of this issue before they install more of them too high.
Update: Some were reviewed and appear to have been lowered.

12 Site discussion: Base flashing sequence at exterior lobbies and stairs (Previous 36.2.8.17):
Various flashing conditions were discussed with the roofing contractor who is taking care of this scope of work. We confirmed that their base flashing install should only be completed once the concrete topping has been poured, to ensure flashing does not get embedded into the concrete floor, the only exception to this is at the B9 and B10 exterior stairs: a flashing strip can be installed prior to pouring the stairs to simplify flashing install at each step. We also confirmed to provide 6" height typical at all wall flashing bases with gum-lip. For the B11 and B12 exterior stair flashing base, separate flashings would need to be installed at each step, followed by one linear flashing strip directly above the nosing line. A photo example was provided for this. For the flashing wall base transition at B9-B12 exterior stair mid-landings (outer wall corners), refer to details 1 and 2 on page A403; elevations of this flashing detail are provided to clarify this. Refer to site instruction

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#113, page A402 and A403, showing these details/ detail references. These pages are also appended to the end of this report.
Update: Work underway.

13 Base of wall venting detail: exposed membrane to be covered at decks: (Previous 25.2.7.2)
The detail was revised with a shorter down leg which leaves a large section of the roofing membrane exposed. This is not acceptable at deck. Flat stock of flashing to be installed at base to cover the roofing membrane as discussed. Color to match the wall base venting cap flashing
Update: Flashing not yet applied to any of the buildings.

41.2.7 Windows and doors:

1. Exterior entry doors into building corridors common spaces (B5-B8) *[updated]* Non-compliant door-type installed (Previous 23.2.17.2)
The entry doors currently installed (tagged '1ab',on the drawings) are not an ADA (accessible) door sill as required and the hardware that would be used for these types of doors does not meet the exit hardware requirements. This issue was already coordinated and resolved last year (now 3 years ago) and was detailed under **SI-#20**. We do not need to meet the NAFS requirements, as confirmed with the Envelope consultant, since they are classified as "Limited Water" doors and are well protected from water ingress. We will not accept these doors without the ADA sill, please rectify. Please also note: the type of door should be the same as installed at the entry lobby of B11 and B12 which are correct.
Update: Door sill have been removed for some, assuming remediation work is underway.

2. Obscure window at B8-102 master bedroom *[updated subject title]* (Previous 13.2.14)
Some windows are obscure where they should be clear. Please review against the approved shop drawings and correct.
Update: Not reviewed

3. B9 level 3 lobby door hinge on wrong side and non-compliant threshold (Previous 36.2.10):
The exterior entry lobby door is supposed to have the hinge placed on the north side of the door, not the south side as currently installed. The door threshold is not an ADA door sill as required, which is the same issue as noted in point 1 above at buildings 5-8. These discrepancies need to be corrected.
Update: Not yet corrected.

4. **Patio doors closure, gap left open**.
At various locations, it was noted that the patio doors are left with an open gap in the middle. Given the current weather, this gap should be temporary closed if the closure strip is not yet installed, to avoid cold or rain damage to the finished units.

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41.2.8 Electrical:

1. B12, B11, & B7 Level 1 East exterior exit north curb with guard attachment: Exterior outlet box in conflict with privacy screen location (Previous 25.2.14.1)
   [original explanation: refer to previous reports]
   The outlet box is installed on the east exterior wall at level 1 adjacent to the exterior exit path, north side where a privacy screen is supposed to be installed. Contractor to relocate. You can consider offsetting the privacy screen from the curb with the base plate if workable. Contractor to further review this conflict and discuss with supplier/ trades on solutions.
   Update: Leaving on report until resolved.

2. RFI 199 application (emergency lights at Amenity deck) (Previous 25.2.14.2):
   [original explanation: refer to previous reports]
   Site instruction #142 was issued on June 27 to provide clear directions on conduit placement for the electrical contractor.
   Update: Slab poured, conduits installed, work underway with guard supplier. Assuming SI-142 will be followed.

3. Exit sign above B11 exit door to exterior stairs: Relocate to avoid visual obstruction (Previous 36.2.11.5):
   The exit sign above this door is going to be blocked by the rated ceiling shaft required for the water pipes that are installed directly in front of that door. Relocate this sign directly in front of this shaft to ensure it remains visible, this sign will likely need to be changed to a ceiling-mount.
   Update: Not yet installed. Also refer to section **41.2.3.5** (SKA-42.1 and SKA 42.2 attached to this report).

41.2.9 Guards:

1. Guard at exterior stair mid-landing between B11 and B12 mounted incorrectly (Previous 30.2.6)
   Guard has been installed on the wrong side of the curb wall. This is not acceptable as it will conflict with the adjacent handrails. Guard is to be removed and replaced by a taller one, anchored to the east side of the wall. Removal/ repair of the waterproofing of the curb is the guard supplier's responsibility. Installation of the guard to be in accordance to the approved guard shop drawings (submission 192) Latest version reviewed December 09, 2023 and SI-51 was Issued October 02, 2023.
   Update: We are willing to accept installation on the West side of the upstand although it was installed directly on the roof membrane (flashing missing). Flashing to be installed and guard re-installed regardless of the solution retained. The handrails of the stair will have to be post mounted otherwise guard will be in the way. Site to confirm what will be applied. Refer also to details of page A403 also attached.

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2. B12 elevator lobby Ramp: Guard conflict with SW corner of building roof fascia (Prev. 33.2.12.3)
The top curb mounted guard at the south end of B12's elevator lobby along G.L. 'A' is installed too close to the building; the fascia board was not installed at this portion of the building for some reason and now there is no space to fit the fascia board with the current guard placement. The contractor will need to remove this guard, complete the building fascia install, and adjust and re-install the guard.
Update: Not reviewed

3. B11 add guard btw east unit 101 patio/ west exterior walkway between stairs (Prev. 34.2.12.4):
A picket guard will need to be added to the curb that's adjacent to the walkway between the two concrete stairs, directly in front of B11-101 patio, since the grade difference is more than 2ft (measured ~3ft on site). This was missed when the project underwent value engineering design changes where all of the raised planters were eliminated (issued under SI-48 in 2023). The guard length to be verified with the supplier after implementing the concrete remediations outlined in section **3.2.1.4**. (if executed).
Update: No change made to this area.

41.2.10 Allan Block retaining wall heights not matching with our drawing design.
The strip of planter in front of the entry to Bulding 5 (North of stair) is too low (we showed higher on plans). One row of Allan block is to be added. This will match the opposite side (also too low but acceptable).

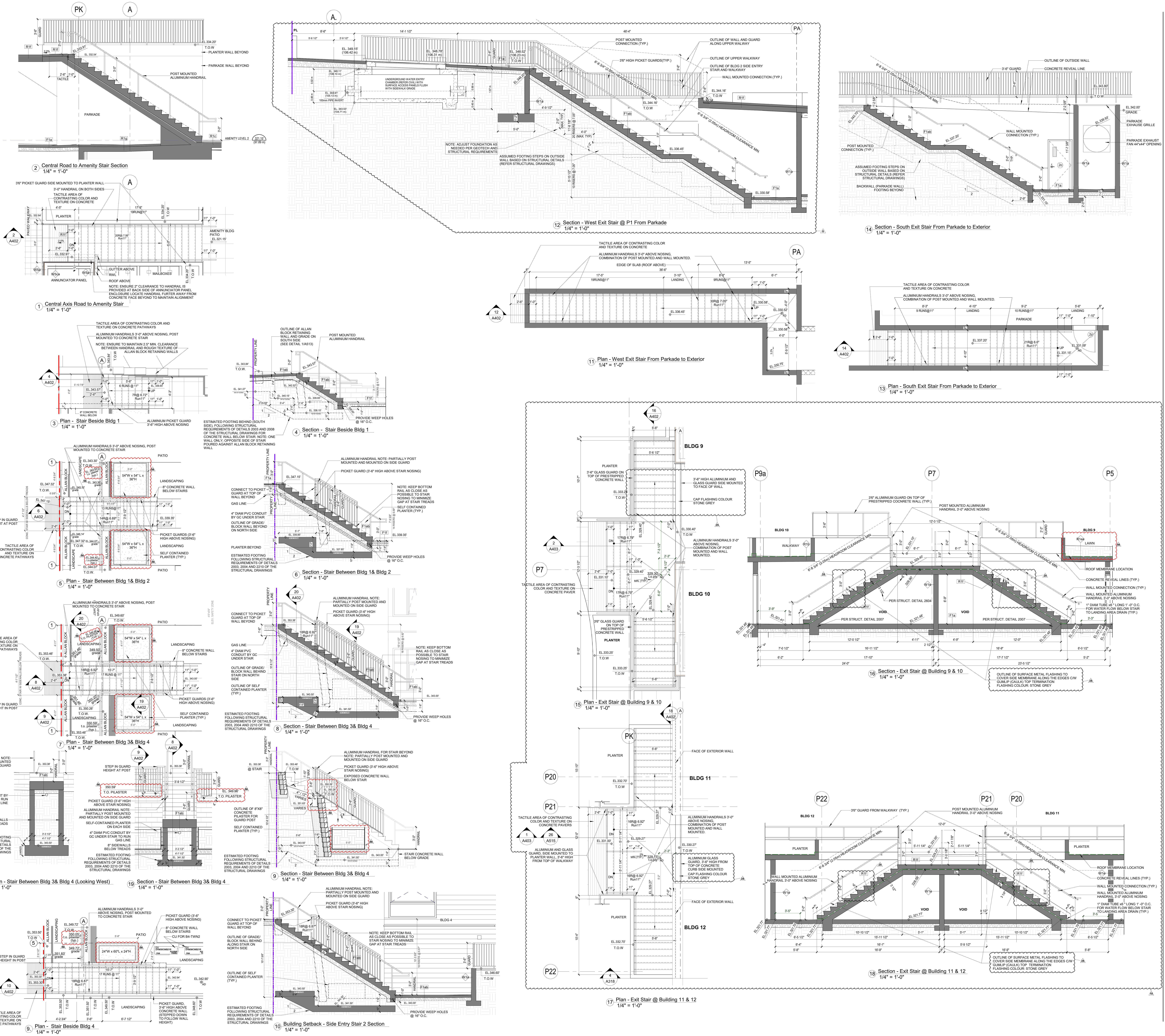
41.2.11 B6-302: Louvre install to accommodate washer/ dryer air flow requirement (Previous 33.2.15)
Placement of the louvre required for the washer/ dryer inside the laundry closet was reviewed on site for this unit since the louvre can't be installed onto the custom glass sliding door (per SI #125 direction). We instructed kindred to place the louvre above the door and keep it centered, (both vertically between top of header frame/ underside ceiling, and horizontally). Louver type ans Size can remain the same as what is being proposed for all standard W/D doors per SI 125.
Update: Drywall completed, no opening nor louvre installed.

41.2.12 Sierra slope retaining walls: direction required for finishing the top of walls (Previous 33.2.16)
Currently the top of all sienna sloped retaining walls have been left unfinished with the mesh layer extending out by a few feet. It's unclear how these areas are supposed to tie in with the final landscaped areas since the instructions of SI-48R1 were not followed. Refer to RFI 264: Braun Engineering needs to review and comment on this and provide further direction.
Update: No progress. Braun responded to RFI 264 with solution and details to be followed.(Braun response to RFI 264 is attached).

41.3 End of field review.

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2 Central Road to Amenity Stair Section 1/4" = 1'-0"

1 Central Axis Road to Amenity Stair 1/4" = 1'-0"

3 Plan - Stair Beside Bldg 1 1/4" = 1'-0"

4 Section - Stair Beside Bldg 1 1/4" = 1'-0"

5 Plan - Stair Between Bldg 1& Bldg 2 1/4" = 1'-0"

6 Section - Stair Between Bldg 1& Bldg 2 1/4" = 1'-0"

7 Plan - Stair Between Bldg 3& Bldg 4 1/4" = 1'-0"

8 Section - Stair Between Bldg 3& Bldg 4 1/4" = 1'-0"

20 Section - Stair Between Bldg 3& Bldg 4 (Looking West) 1/4" = 1'-0"

19 Section - Stair Between Bldg 3& Bldg 4 1/4" = 1'-0"

9 Section - Stair Between Bldg 3& Bldg 4 1/4" = 1'-0"

9. Plan - Stair Beside Bldg 4 1/4" = 1'-0"

10 Building Setback - Side Entry Stair 2 Section 1/4" = 1'-0"

12 Section - West Exit Stair @ P1 From Parkade 1/4" = 1'-0"

11 Plan - West Exit Stair From Parkade to Exterior 1/4" = 1'-0"

14 Section - South Exit Stair From Parkade to Exterior 1/4" = 1'-0"

13 Plan - South Exit Stair From Parkade to Exterior 1/4" = 1'-0"

15 Plan - Exit Stair @ Building 9 & 10 1/4" = 1'-0"

16 Section - Exit Stair @ Building 9 & 10 1/4" = 1'-0"

17 Plan - Exit Stair @ Building 11 & 12 1/4" = 1'-0"

18 Section - Exit Stair @ Building 11 & 12 1/4" = 1'-0"

D:\001 REVIT LOCAL FILES\1638_02_MAIN_R23_CF_IFC_Eaglecrest_rachaelRM3SN.rvt

Plot Date: 2024-08-20 10:57:44 AM

ARCHITECTS
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Vancouver, BC V6J 1N5
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Email: office@AMArchitects.com

Project:
1638
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
STAIR DETAILS

Project Status:
IFC

SUBMISSION

Date (YYYY-MM-DD)	Description
2018.11.28	Issued for BP
2019.08.30	Issued for BP Resubmission
2020.01.17	Issued for Tender
2020.10.27	Base Drawing Issued for CAD Makers
2021.06.16	Issued for Construction
2024.02.21	Issued for retaining walls and landscape re-tender

REVISION

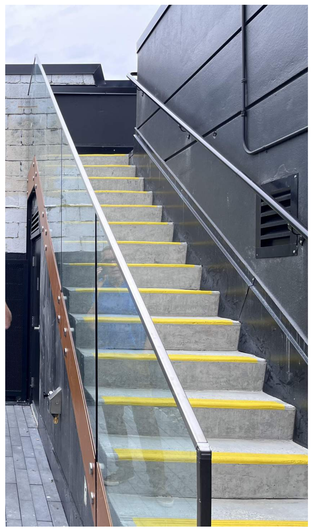
No.	Date	Description
8	2023-05-23	SI-40 Overhangs bays Cluster Buildings
10	2023-04-19	SI-33R1 Exit stairs behind Building 9 to 12
25	2023-10-02	SI-51 Waterproofing adjustments ext. stairs B9-B12
56	2024-08-20	SI-113: Landscape, retaining walls & as-built revisions

All Drawings in this set to be read in conjunction with each other. Any errors or discrepancies to be reported to the Architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the appropriate Building Code Authority.
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Scale: 1/4" = 1'-0"

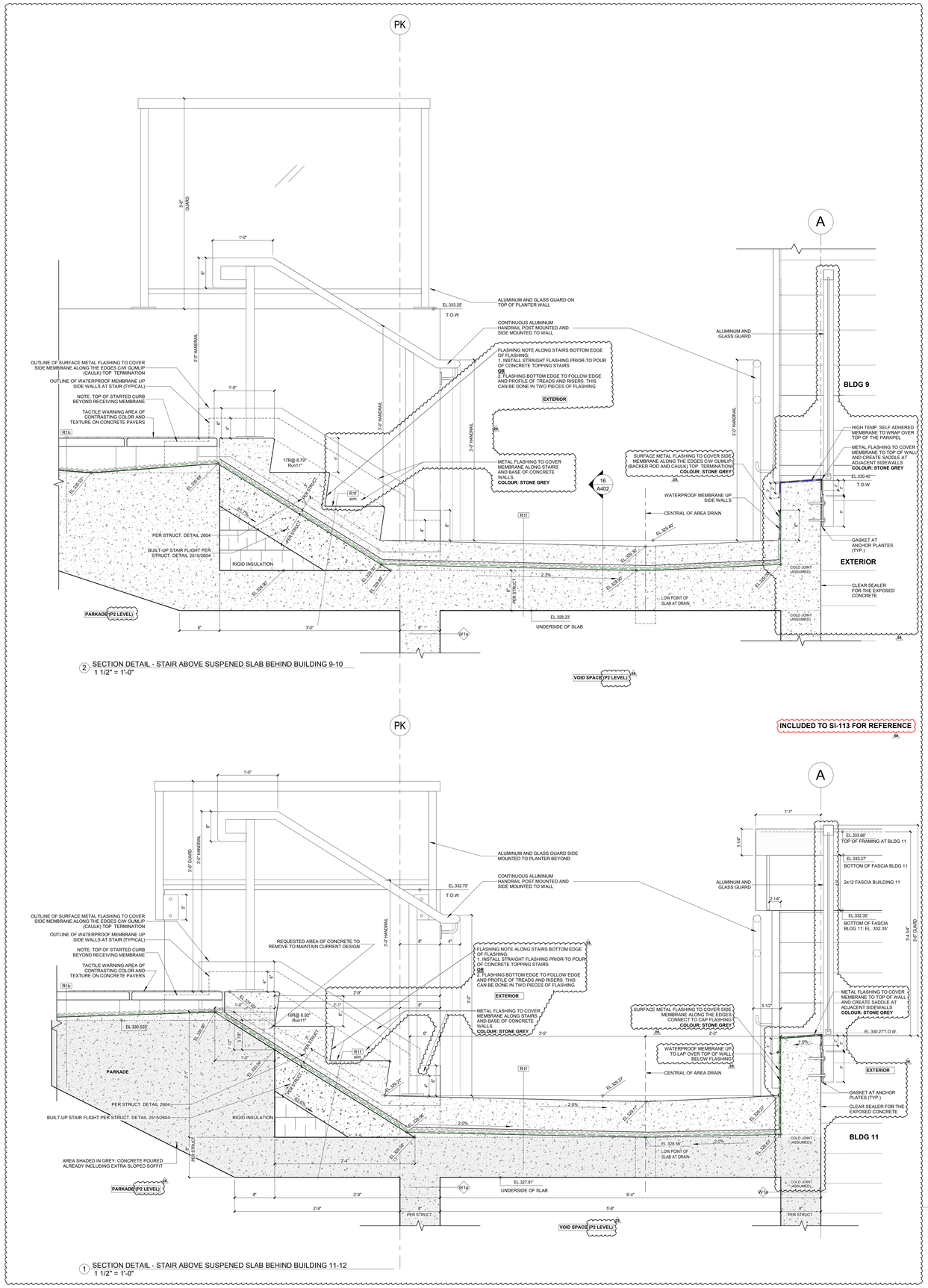
2024-08-20 10:57:44 AM

DWG. NO: A402





EXAMPLE 2-PEICES FLASHING ALONG CONCRETE TOPPING STAIR



2 SECTION DETAIL - STAIR ABOVE SUSPENED SLAB BEHIND BUILDING 9-10
1 1/2" = 1'-0"

INCLUDED TO SI-113 FOR REFERENCE

1 SECTION DETAIL - STAIR ABOVE SUSPENED SLAB BEHIND BUILDING 11-12
1 1/2" = 1'-0"

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1638
.
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
STAIR DETAILS

Project Status:
IFC

SUBMISSION

Date (YYYY-MM-DD)	Description
2023-03-27	Issued for Construction (new page added)

REVISION

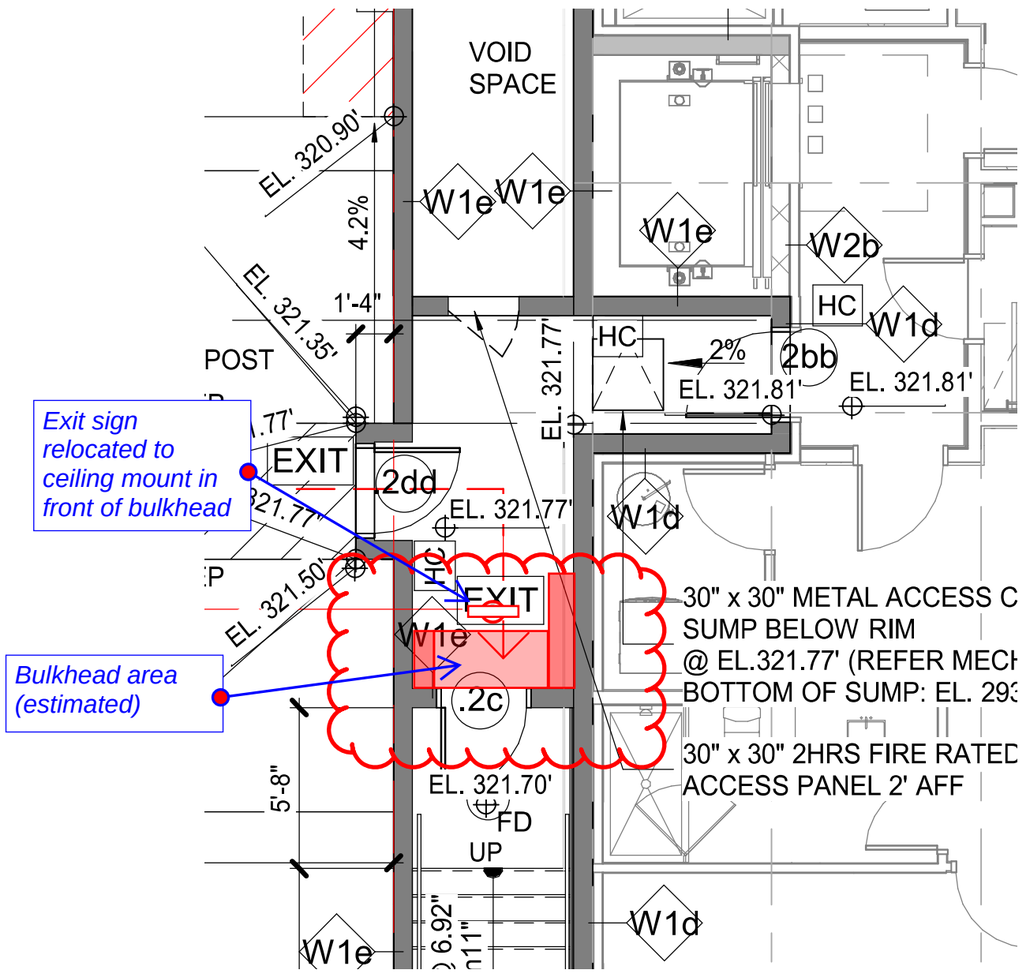
No.	Date	Description
10	2023-04-19	SI-33R1 Ext stairs behind Building 9 to 12
25	2023-10-02	SI-51 Waterproofing adjustments ext. stairs B9-B12
56	2024-08-20	SI-113: Landscape, retaining walls & as-built revisions

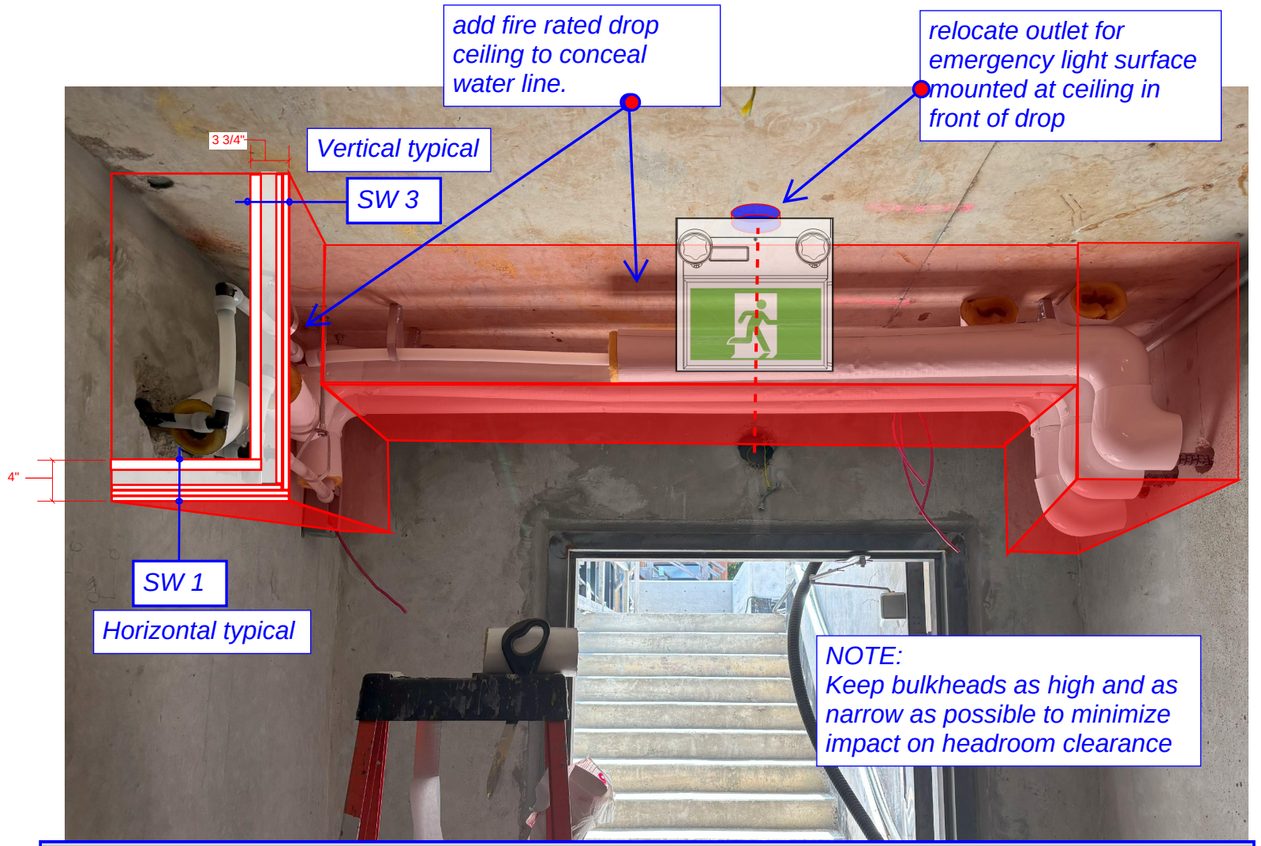
All Drawings in this set to be read in conjunction with each other. Any errors or discrepancies to be reported to the Architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the governing authorities having jurisdiction.
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Scale:
1 1/2" = 1'-0"

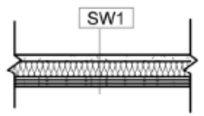
DWG. NO:
A403

Plot Date: 2024-08-20 10:57:51 AM
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SW1 **Horizontal Shaft Wall (Steel Studs), Non-Loadbearing (Ceiling rated shafts)**

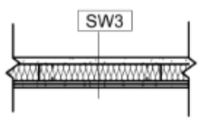


FRR:2 hrs (REF: WH design No. GP/CC 120-01)
STC:Not Required

- 'J' shape runner with unequal legs, 2 1/4" min. deep at corners
- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 3 layers 1/2" GWB type 'C'

Note- Inner layer to be continuous through wall penetrations

SW3 **Vertical Shaft Wall (Steel Studs), Non-Loadbearing (Sidewalls of ceiling rated shafts)**

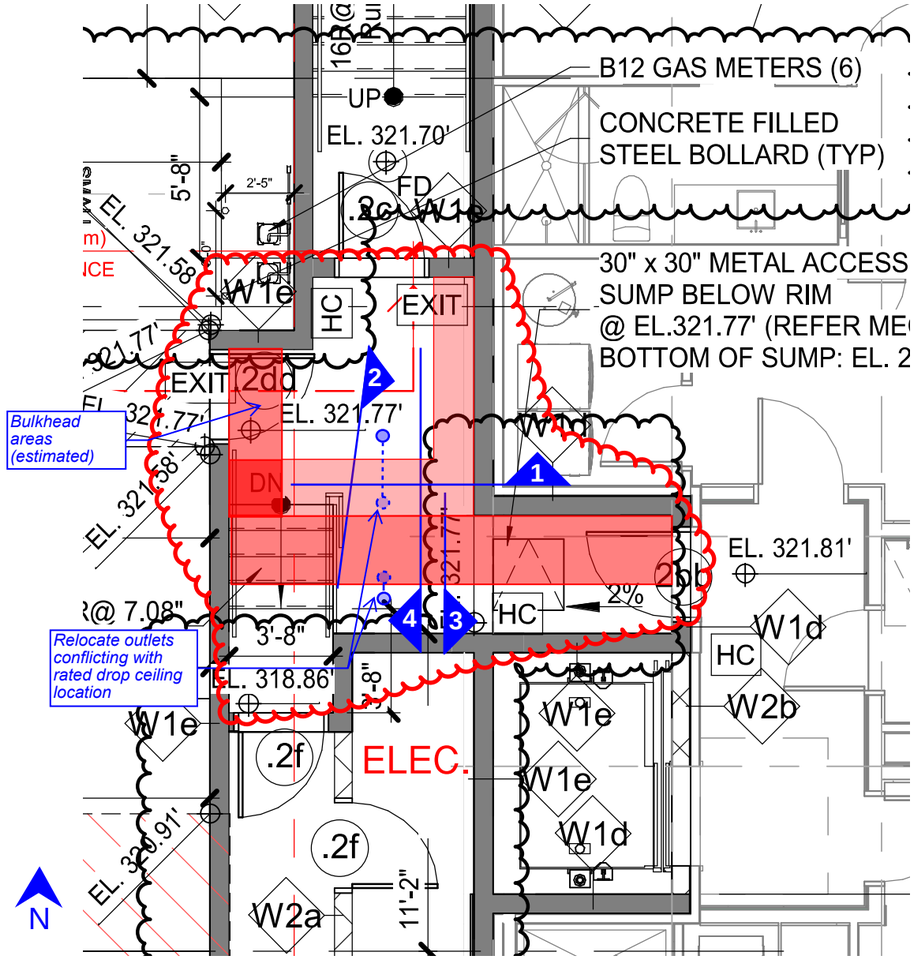


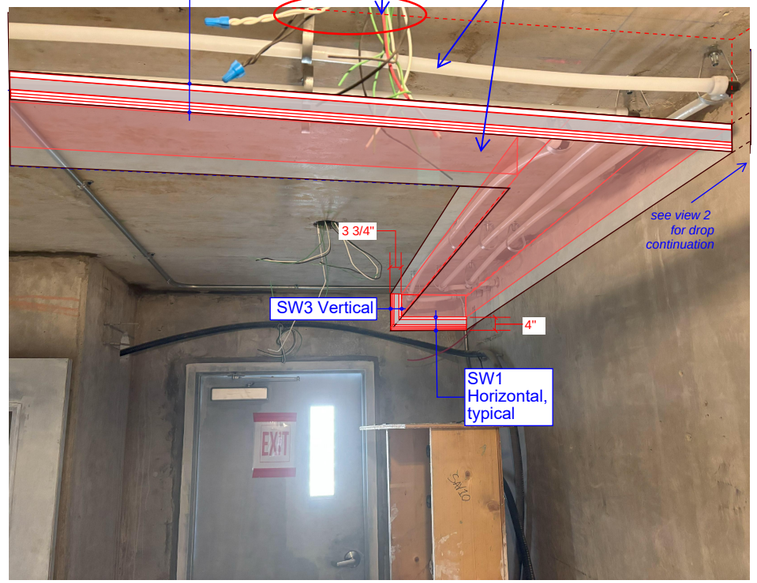
FRR:2 hrs (REF: ULC design W446, system C)
STC: Not Required

- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 2 layers 5/8" GWB type 'X'

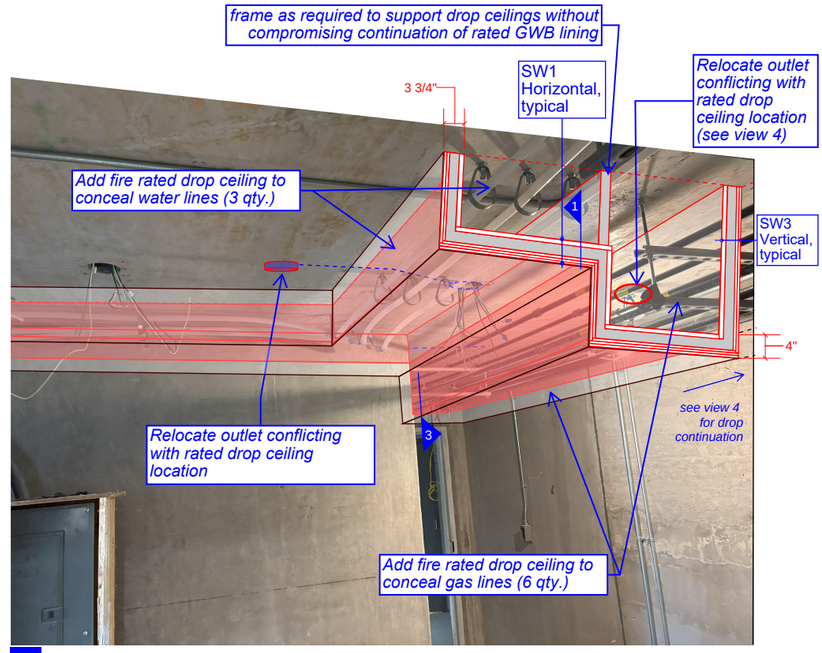
SKA-42.1

Eagleview Phase 1
BUILDING 11
Required fire rated bulkheads at ceiling of P2 exit vestibule
Ankenman Marchand Architects
October 08, 2025,
Not to scale



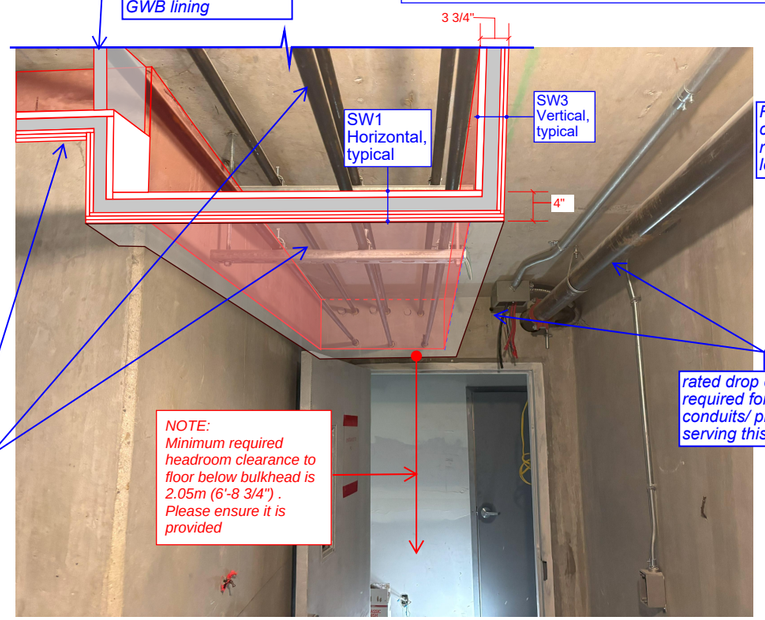


1 *Facing North towards exterior exit stairs up to grade level.*

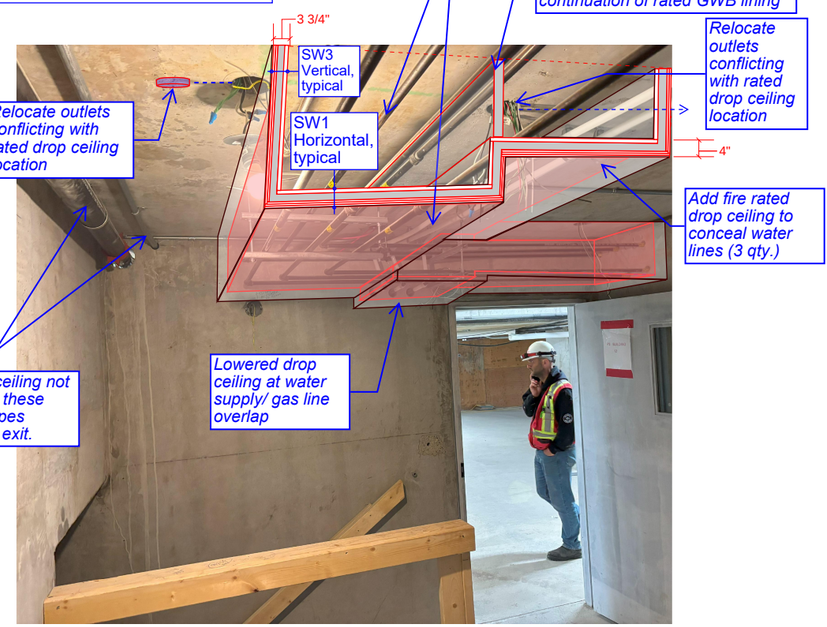


2 *Facing Southeast towards door to B12 lobby.*

NOTE: Keep all bulkheads as high and as narrow as possible to minimize impact on headroom clearance



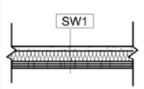
3 *Facing East directly towards door to B12 lobby.*



4 *Facing West towards door to Parkade level P2.*

SKA-42.2

Eagleview Phase 1
BUILDING 12
Required fire rated bulkheads at ceiling of P2 exit vestibule
Ankenman Marchand Architects
October 08, 2025,
Not to Scale

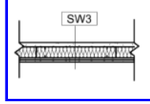


SW1 **Horizontal Shaft Wall (Steel Studs), Non-Loadbearing (Ceiling rated shafts)**

FRR:2 hrs (REF: WH design No. GP/CC 120-01)
STC:Not Required

- 'J' shape runner with unequal legs, 2 1/4" min. deep at corners
- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 3 layers 1/2" GWB type 'C'

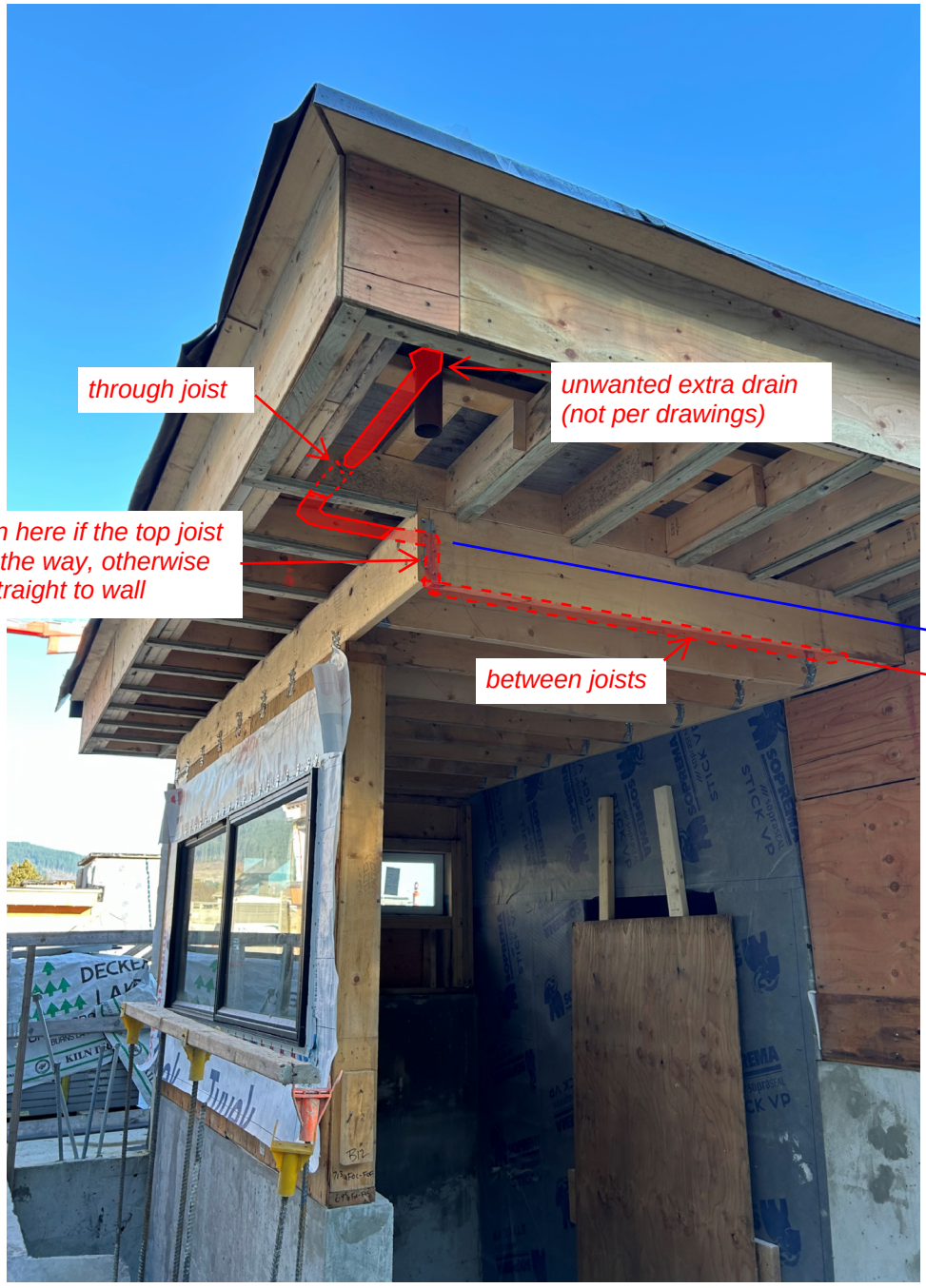
Note- Inner layer to be continuous through wall penetrations



SW3 **Vertical Shaft Wall (Steel Studs), Non-Loadbearing (Sidewalls of ceiling rated shafts)**

FRR:2 hrs (REF: ULC design W446, system C)
STC: Not Required

- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 2 layers 5/8" GWB type 'X'



ITEM 16.2.5.6
Lobby roof at B11 and B12:
Proposed Pipe run to drain unwanted drain
(not per drawings) at corner.
Drainage to main roof through side wall.
All pipes to be concealed.

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Pipe invert: EL. 299.71'

6'-0" high aluminium and obscure glass privacy screen on concrete curb

Draintile connected to building perimeter drainage (refer mech)

Draintile connected to building perimeter drainage (refer mech)

Note; for all; concrete sidewalks provide control joints at maximum 10' spacing.

Curb with strip footing to anchor walkway

3'-6" high aluminium and glass guard anchored edge of concrete walkway

Draintile connected to building perimeter drainage (refer mech)

Pipe invert (per site): EL. 299.125'

6'-0" high aluminium and obscure glass privacy screen on concrete curb

3'-6" high aluminium and glass guard on concrete curb

Pipe invert: EL. 299.625'

Draintile connected to building perimeter drainage (refer mech)

Building draintile

Note: curb to tie-in with adjacent column and building footing

SIERRA SLOPE RETAINING WALL SYSTE
PLANTING POCKETS THROUGHOUT (RE
GEOTECHNICAL DRAWINGS)

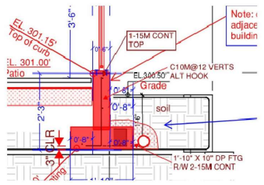
OUTLINE OF EXPOSED RETAINING WAL
PABSE APPROXIMATE (TO MATCH EXIS
GRADE PRIOR - TO EXCAVATION)

SECTION OF RETAINING WALLS BELOW
FINISHED GRADE SHOWN DOTTED

PARTIAL PLAN (PAGE A104ab)
AT BUILDINGS 11 AND 12
SCALE: 3/16" = 1'-0"

Francois,

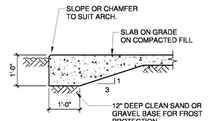
Please see below:



Jeff Bugg, P.Eng.

Weiler Smith Bowers
Consulting Structural Engineers
118-3855 Henning Dr., Burnaby, V5C 6N3
Tel: 604-294-3753 Direct: 604-629-6710

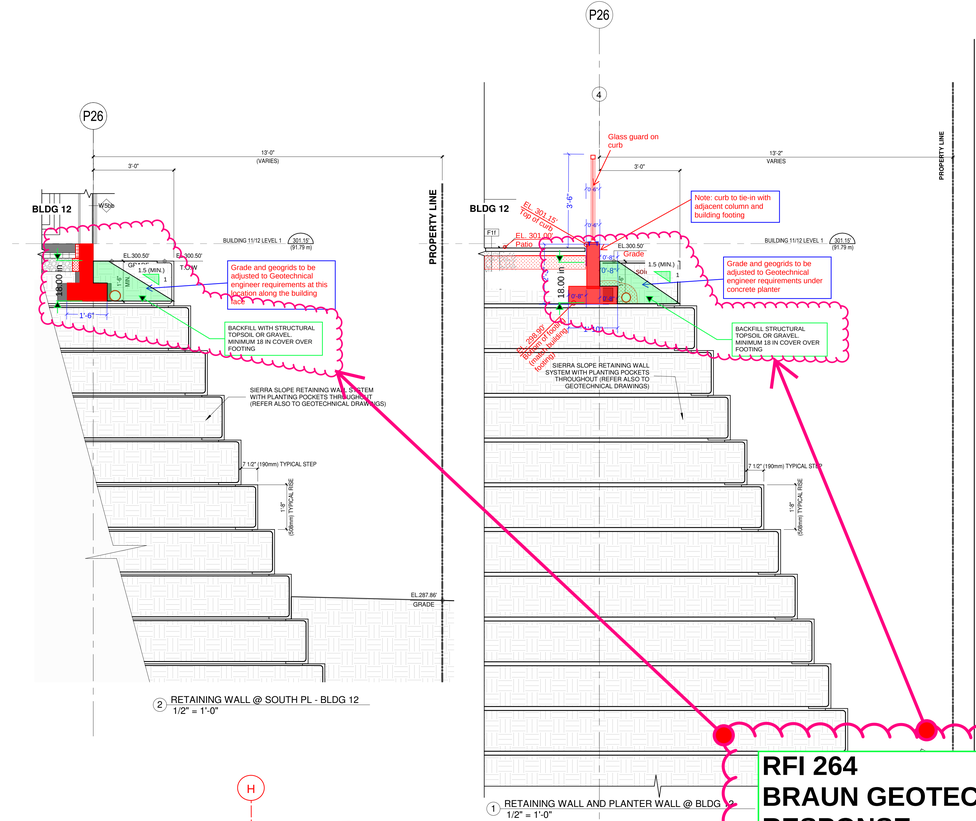
TYPICAL CURB REINFORCING DETAIL.
APPLICABLE TO ALL CURBS IN FRONT OF BUILDINGS 9 TO 12 AROUND PATIOS.



2005 SLAB EDGE THICKENING

NOTES:
1. REFER TO DETAILS BELOW FOR PROFILE AT WALKWAY IN FRONT OF BUILDINGS 11 AND 12 9VARIES FROM WHAT IS SHOWN ABOVE)
2. USE THIS PROFILE FOR SIDEWALK IN FRONT OF BUILDINGS 9 AND 10
3. REINFORCING REQUIRED FOR THE SIDEWALK SLABS ON GRADE: REFER TO WSB EMAIL FOR REINFORCING REQUIRED.

REFERENCE STRUCTURAL DETAILS FOR REINFORCING
SCALE: NTS

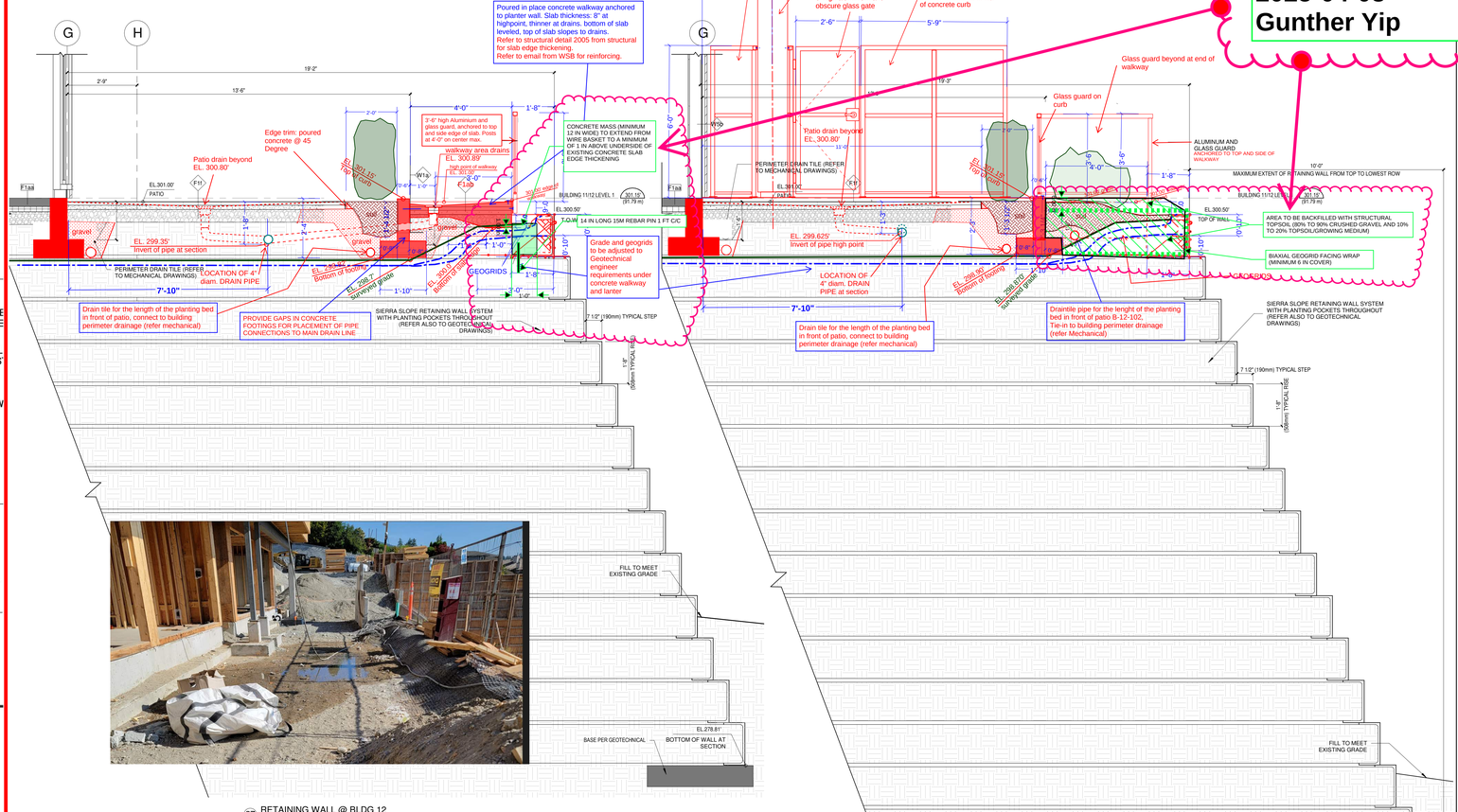


2 RETAINING WALL @ SOUTH PL - BLDG 12
1/2" = 1'-0"

1 RETAINING WALL AND PLANTER WALL @ BLDG 12
1/2" = 1'-0"

RFI 264
BRAUN GEOTECHNICAL RESPONSE
2025-04-03
Gunther Yip

Poured in place concrete walkway anchored to planter wall. Slab thickness: 8" at highpoint, thinner at drains. bottom of slab leveled, top of slab slopes to drains. Refer to structural detail 2005 from structural for slab edge thickening. Refer to email from WSB for reinforcing.



27 RETAINING WALL @ BLDG 12
1/2" = 1'-0"

28 RETAINING WALL @ BLDG 12
1/2" = 1'-0"

NOTE:
(1) THE PURPOSE OF THIS DRAWING IS FOR DESIGN ONLY. THIS DRAWING SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE CERTIFICATION OF A PROFESSIONAL ENGINEER ON RECORD.

Project:
1638
.
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
SECTION DETAILS (CONCRETE RETAINING WALL AND AB)
Project Status:
IFC

SUBMISSION

Date (YYYY-MM-DD)	Description
2019.08.30	Issued for BP Resubmission
2020.01.17	Issued for Tender
2020.10.27	Base Drawing Issued for CAD Makers
2021.06.16	Issued for Construction

REVISION

No.	Date	Description
10	2023-03-27	Site Instruction #33
	2023-06-30	Site instruction #48 Drainage, planters and walkway at grade B-11 and B12
	2023-08-08	Site instruction #48 R1Drainage, planting strips and walkway at grade B-11 and B12

All Drawings in this set to be read in conjunction with each other. Any errors or discrepancies to be reported to the Architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the appropriate Building Code Authority.
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Scale: AS SHOWN
DWG. NO: **A515 (SKA-18.1 R1)**
Plot Date: 2023-08-08 11:08:55 AM

ARCHITECTS REPORT Report Number: **43**

■ Field Review Report
☐ Architect's Instruction
☐ Telephone Call
☐ Memo

Project: **Eagleview P1, Gibsons BC** Date: **February 3rd, 2026**
AMA Project No.:**1638** Weather: Overcast
Contractor: **Kindred Construction Ltd.** Time: **9:00 AM**
Superintendent: **Jordan Ditchfield,**
Present: F. Marchand, R. Cheung

Field Review #43

Please note: This is a partial report that focuses on the discrepancies and outstanding work associated with the partial occupancy permit (Buildings 1-4). Please refer to Field review #41 for all other items associated with the full occupancy permit (B5-B12, Amenity, parkade, site work within those areas) and Field review #39 for latest directions to envelope repairs that took place on September 16th.

43.1 Progress (related to Partial Occupancy Permit only):
The Developers are seeking partial occupancy to be ready within the next month, however there are still some outstanding completion items that need to be addressed prior to our sign off. Landscape and planting appears to be substantially complete – once the planters at all garden patios are complete, please have the Landscape Architect complete their deficiency review. Refer to section **43.3** list of deficiencies/ outstanding work to determine the level of progress. Items in red require completion before we can provide our letters of assurance

43.2 Observations / Comments
Observation comments of previous reports will be reviewed upon execution and will be commented again if deviation occurs from the required / requested instructions or to provide further clarification. New Items are in **bold**.

43.2.1 Concrete & Waterproofing:

1. Concrete exterior waterproofing not matching grades (Previous 10.2.2) *[modified]*:
Installed too high at B1 and B2 townhome entry porches. Allan block wall is now complete and the overrun of waterproofing can now be cut back to suit.

Update: Not yet removed. Refer to details provided with Field review report #39.

2. B2 ***[Revised]***: Concrete waterproofing to be raised to suit counter-sloped grade levels (planter beside window wells (Previous 35.2.2.2)
[previous explanation removed] Refer to details provided with Field review report #39. Please review waterproofing still to be installed, notably on the concrete walls raised planter grades and adjacent planters at and B2(G2)

Update: At B2 flashing installed still remains flat: **Not approved:** please revise to provide the slope and to allow grade to be raised and sloped.

43.2.2 Plumbing:

1. Trench drains formed without angles embedded (frame for grate) (Previous 37.2.2.2)
The trench drain locations were blocked out and correctly followed the detail from Site Instruction #44 (detail on page A550), however the metal angle around the trench opening

C.c. Maryam Malekpour, Frank Soellig, Darren Manning (Kindred)
Ben Bee, Rob Chetner, Perrie Rai (Kind development)

Architects Rep: Francois Marchand Architect AIBC
Rachael Cheung, Arch. Technologist, AIBC

Architect's instructions are issued only for the purpose of recording any clarification or interpretation of the contract documents or giving direction on problems resulting from field conditions. These instructions are subject to the provisions of the contract documents and unless stated herein and specifically co-authorized by the Client, will not affect the contract.
Timothy Ankenman, Architect AIBC, MRAIC – Principal
François Marchand, Architect AIBC – Principal
1645 West 5th Avenue, Vancouver, BC V6J 1N5
Tel: (604) 872-2595 EMAIL: francois@amarchitects.com

(to frame and insert the trench grate into) was not embedded into place. Angles will be mechanically secured and grouted in place.

Update: Metal angles are on site but not yet installed. Installation required to level the grates with adjacent concrete finish (to avoid tripping hazard).

2. Unit 102 (B1-G2): Envelope & millwork repairs below kitchen sink to mitigate cored holes (Previous 38.2.3.4):
Multiple openings (many left blank) have been cored into the interior face of the exterior wall below the kitchen sink to accommodate the plumbing pipes. This is compromising the building envelope as it cored through the vapour barrier and a there are a lot of gaps in the voids that should be filled with bat. None of these envelope repairs can be properly achieved without the millwork back panel removed. Remediation may require the entire back panel to be carefully cut open to repair the envelope behind and then re-install a new back panel that only has cored holes where required.

Update: Repairs not yet complete.

43.2.3 Siding and Exterior Finishes:

1. Exposed Tyvek and underside of cap flashing (Previous 20.2.9.8) *[modified]*
[portion removed] Sheathing paper was left exposed from the underside of the cap flashing. A painted (black) 1x trim could be installed to cover the Tyvek or simply paint black, whichever option is easier.

Update: Still left exposed at the roof deck cap flashing in some areas

2. B4-Level 3 privacy wall, south siding (unit 208/ TWN2) incorrect siding type (Previous 28.2.8.9)
The siding has not yet been replaced to the correct siding type (board and batten to be replaced with shingle to match with surrounding siding finishes). We pointed this out since Field Review #20. Please make sure this is not missed

Update: Not yet corrected.

3. B2-G1 (unit 103) north elevation siding installed at incorrect height (Previous 28.2.8.20) *[modified title and explanation]*
The siding at the north entry should be installed lower, at a similar height to suit the adjacent common pathway between B1 and B2. Refer to site plan drawings and north elevations showing the proper extent of siding in relation to grade, for clarity.

Update: Not yet corrected.

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1645 West 5th Avenue, Vancouver, BC V6J 1N5
Tel: (604) 872-2595 EMAIL: francois@amarchitects.com

4. B1-TWN1 (unit 201): Gap at bottom of door frame. (Previous 37.2.3.5)
At unit 201's main entrance door, there is a gap at the south end of the door frame adjacent to the sill that is unprotected/ left exposed. Inside the gap there does not appear to be an insect screen to cover the hole and the top of the concrete curb below the wall/ door frame is left as exposed concrete on the top side with no waterproofing.
Update: Not yet addressed.

43.2.4 Interiors:

1. B1-B4 exposed 2x wood at perimeter of garage flooring (Previous 35.2.20)
As observed at B1: There is 2x wood embedded around the perimeter of the garage floors that was never intended to be there or left exposed. Our details show it at exterior walls (not really intended for garages) but definitively not for interior walls. A few options discussed: paint with traffic grade membrane to cover wood and up the side wall (4") or cover by adding a rubber L shaped baseboard trim.
Update: No solution has been applied to conceal the wood.

43.3 List of Deficiencies/ Outstanding areas of work

Please note: Items with an ¤ **and in red** are required to be completed prior-to us issuing our letters of assurance for occupancy and as required completed by the Town. This list is to be read in conjunction with other disciplines which will have their own list.

43.3.1 Site work: West main site entrance and off-site scope (Eaglecrest Drive)

¤ **1.** Substantial completion of planting in landscaped areas between retaining wall to sidewalk. Landscape Architect to review. If the grass areas cannot be completed , the landscape architect needs to provide an explanation letter to this effect with their schedule L-2.

¤ **2.** Install main entrance address number (468) on concrete upstand

3. Install development sign (Eagleview Heights wording) on entrance concrete upstand.

4. Complete capped-off power cable stub-out at south corner of entrance (for future sign lighting). See **SI-132R1** for details.

¤ **5.** Install fire safety plan and lock box for firefighters on the entry concrete sign. This is temporary until the remainder of the project is completed. Refer also to construction management plan.

43.3.2 Site work: Entrance Road Area

¤ **1.** Install bollard light fixtures (concrete bases complete).

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ARCHITECTS REPORT Report Number: **43**

■ Field Review Report | Project: **Eagleview P1, Gibsons BC** | Date: **February 3rd, 2026**

☐ Architect's Instruction | AMA Project No.:**1638** | Weather: Overcast

☐ Telephone Call | Contractor: **Kindred Construction Ltd.** | Time: **9:00 AM**

☐ Memo | Superintendent: **Jordan Ditchfield,**
Present: F. Marchand, R. Cheung

¤ **2.** Stair to P1:
1. Paint stair nosings contrasting color
2. Cut -in tactile warning strips at top of stair.
3. Complete lighting at exterior stairs down to parkade (1 recessed lamp fixture on concrete wall at stair and correct light fixtures at covered pathway to P1 door.
4. P1 door to have the correct lock and all hardware

¤ **3.** Cut -in tactile warning strips at top of exterior stairs both sides of ramp.

¤ **4.** The North exterior stair is missing the handrail on the North side (Required); no extension at the bottom , it wraps around the guard (see page A104ad)

¤ **5.** Install metal grate over fortis connection well.

43.3.3 Site work: Main driving aisle and unit driveways (east of townhomes)

¤ **1.** Install trench drain grates & angles. Refer to section **43.2.2.1** for noted discrepancy.

¤ **2.** Complete paving strips in front of the metal planters/ adjacent to the main driveway (note: we accept using concrete pavers in lieu of concrete topping)

3. Caulk control joints between edge of garage slab (at opening) and edge of driveway.

¤ **4.** Install fencing along ease edge of driveway (temporary division from B5-B12) Refer to construction management plan already provided and discussed.

43.3.4 Site work: Common paths (Eaglecrest sidewalk to townhome driveways)

1. North of Building 1:

¤ a. Move 36"x60" metal planter in place (south of the access stairs) & complete planting.

¤ b. Remove paving close to planter and create landscaping area (privacy) with planting per the landscape plan

¤ c. Complete area drain north of unit 101 driveway to finished level. (Note: we were told by KiND that the drainpipe that's currently at that location is a cleanout, not a drain. Please double check this with the plumbing contractor).

¤ d. Paint contracting colour at stair treads nosing (black).

2. Between Building 1 and Building 2:

¤ a. Install 36" high picket guard to unit 103 (B2-G1) entry stairs (adjacent to walkway).

¤ b. Paint contrasting colour at public stair (to street) treads nosing (Black)

C.c. Maryam Malekpour, Frank Soellig, Darren Manning (Kindred)
Ben Bee, Rob Chetner, Perrie Rai (Kind development)

Architects Rep: Francois Marchand Architect AIBC
Rachael Cheung, Arch. Technologist, AIBC

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- ¤ c. Adjust grading and Complete planting over raised landscaped areas in front of the garden unit planters.
- ¤ d. Install bike racks at walkways adjacent to the unit driveways.
- ¤ e. Raise paver level towards the bottom of unit 103 (B2-G1) entry stair to ensure the risers all remain the same height (bottom rise is 1" higher than other risers).
- f. Fix area drain at main walkway between unit 102 and 103 to ensure no large gap around edge of the drain.

3. Between Building 3 and Building 4:

- ¤ c. Fix pavers or manhole level to ensure they are flush (variation in levels creates a tripping hazard)
- ¤ e. Install bike racks at walkways adjacent to the unit driveways.

4. South of Building 4:

- ¤ a. Correctly locate metal planter adjacent to garden patio.
- ¤ b. Paint contrasting colour at public stair tread nosings (Black) – both exit stair to parkade and exterior stair access to site.
- ¤ c. Complete handrails and lighting at south exit stair to P1 parking (important for fire department access) , ensure door lock is the correct one and all final hardware is installed on the door.

43.3.5 Building 1

1. Exterior: West elevation

- a. Remove waterproofing and drain mat overrun on concrete walls intended to be left exposed. Refer to section **43.2.1.1**, and Architectural Report **#39** for more details.
- ¤ b. Properly address and conceal the gap in the exterior wall below the south door frame at unit 201 (TWN1) entry door. Refer to **43.2.3.4** for more details.
- c. Paint trim boards behind hose bibs at garden units.
- ¤ d. Add more soil at Allan block planter unit 102 garden patio south side (adjacent to the exterior stairs) so that the grade difference is less than 24"
- e. Apply elastomeric paint over exposed concrete around townhome decks/garden patios (do not paint the stair walls).
- ¤ f. Change center light strobe to a light and sound device (not just light)

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g. Replace white weatherstrip at entrance doors to match door colour.
h. Repair and apply touch up paint over fascia boards above townhome entrances
¤ i. Add more gravel inside window well up to waterproofing line & ensure grade difference is less than 24"
j. Caulk around opening of step lights on Allan block walls

2. Exterior: Side Elevations (North & South)

¤ a. Caulk all gas meter pipe penetration per Envelope detail BE-32 on Architectural drawing page A601.
b. Repair and apply touch up paint over fascia boards above townhome entrances
c. Paint trim block behind gas meter and A/C line sets (charcoal grey), both elevations.
d. Change white weatherstrip at entrance doors to suit door colour (charcoal grey).

3. Exterior: East Elevation

a. Paint PVC pipe scupper tie-in drain above L3 roof to match standard metal downspouts colour (charcoal/black).
b. Repair and apply touch up paint over fascia boards at outer edges (connecting into roof above garden unit entries) and at garage door opening jamb trim.
c. Roof decks, typical: Cut off excess exposed gaskets at guard base plates.
d. Paint or add soffit strip over exposed Tyvek below parapet cap flashing. See **43.2.3.1**

4. Interior: Garden Unit 1 (101):

a. Install rubber cove baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.
¤ b. Patch/ repair/ fire caulk damaged bases at garage: rated drywall needs to cover exposed base plate and the large voids in the concrete at the south wall need to be filled; critical to complete as these are fire separations.
c. Fix paint finish on east partition wall inside entry closet and northwest corner of living room (both previously cut open drywall)
e. Repair small hole in baseboard by patio door slider in living room.
f. Repair millwork cut open below washroom sink (firestopping repairs completed)
g. Install access panel over cleanout in bedroom, north exterior wall (optional).
h. Add header trim over slider door track at den/ bedroom

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¤ i. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

¤ j. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

5. Interior: Garden Unit 2 (102):

a. Install rubber cove baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details

¤ c. Adjust latch at unit door to garage to ensure it is self-closing.

d. Repair interior side of exterior wall below kitchen sink: millwork back panel will likely need to be cut open and replaced to address the envelope properly. See **43.2.2.2** for more details.

e. Neatly cap-off exposed wiring above window header trim for future automated blinds.

f. Clean up drywall edge detail around electrical fireplace opening.

¤ g. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

¤ h. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

6. Interior: Townhome unit 1 (201):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ b. Clear out all construction materials from garage (Safety issue).

c. Install access panels over cleanouts in garage on west wall.

e. Add access panel over clean out adjacent to main entry door (south side).

¤ f. Repair rated drywall where cored holes were made (above electrical panel)

¤ g. Patch/ repair/ fire caulk north fire separation wall base at garage: rated drywall needs to cover exposed base plate; critical to complete as these are fire separations.

h. Caulk gap above window header at level 2 common washroom.

i. Paint hybrid door panel edge (level 2) and patched up drywall area beside common washroom door.

j. Add access panel over recessed electrical box on wall of south walk-in closet, on north side of east wall, adjacent to door.

l. Paint spackled wall patches around fireplace mantle.

¤ m. Complete wall finish repairs at kitchen countertop extension (note: required added outlets per RFI 289 and envelope repairs are completed)

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n. Install range hood millwork above shroud

o. Neatly cap-off exposed wiring above window header trim for future automated blinds.

p. Ensure wiring for automated blinds is in place at master bedroom.

q. Add cover over wiring above level 2 storage closet

¤ r. Add weatherstrip around hybrid elevator door at garage level (smoke seal)

s. Paint unfinished wall patches outside of level 2 common washroom.

¤ t. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

7. Interior: Townhome unit 2 (202):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ b. Ensure elevator is operable and cab floor finish is installed (did not work correctly when tested on site)

¤ c. Patch/ repair/ fire caulk fire separation wall bases at garage: rated drywall needs to cover exposed base plate; critical to complete as these are fire separations.

¤ d. Remove piece of plywood over concrete base at garage north wall and repair the large holes made in concrete base.

e. Install access panels over cleanout on the west wall adjacent to townhome stair entry

¤ g. Install washing machine outlet box trim.

¤ h. Add cover plate to switch on exterior wall adjacent to fireplace nook at mantle.

i. Towel bar conflicts with shower glass door at level 3 common washroom: suggest adding door stop on floor or relocating the towel bar beside the toilet.

j. Add cover over wiring above level 2 storage closet

k. Paint unfinished patches around stairs (all levels) & patch/repair level 3 common washroom wall at previous towel bar location.

¤ l. Add weatherstrip around hybrid elevator door at garage level (smoke seal)

¤ m. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

43.3.6 Building 2

1. Exterior: West elevation

¤ a. Add more soil at Allan block planter south side of entry stair to unit 203 (B2-TWN1) 2' drop required max.

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- ¤ b. Add more topsoil at south corner of Allan block planter wall at unit 104 (G2) garden patio behind Siamese connection, all the way up to where the guard above the retaining wall retaining wall terminates, to ensure the grade difference is less than 24"
- c. Remove excess waterproofing membrane on exposed concrete wall within notched area of unit 104 (G2) garden patio. Also refer to Architectural report **#39**.
- ¤ d. Add more gravel inside window well up to waterproofing line & ensure grade difference is less than 24"
- ¤ e. Gaskets missing at 2 base plates of south guards at unit 203 (B2-TWN1) entry.
- ¤ f. Apply waterproofing and drain mat on porch concrete walls to suit sloped grading towards window well and allow raising grade. Refer to section **43.2.1.2** for more details.
- g. Apply elastomeric paint over exposed concrete around townhome decks/garden patios (do not paint the stair walls).
- h. Caulk around opening of step lights on Allan block walls
- i. Replace white weatherstrip at entrance doors to match door colour.
- j. Repair and apply touch up paint over fascia boards above townhome entrances
- ¤ k. Change center light strobe to a light and sound device (not just light)

2. Exterior: Side Elevations (North & South)

- ¤ a. Caulk all gas meter pipe penetration per Envelope detail BE-32 on Architectural drawing page A601.
- b. Repair and apply touch up paint over fascia boards above townhome entrances
- c. North side: Lower siding to suit path/ landscaped grade elevations. Refer to **42.2.3.3**.
- d. North side: Paint trim block behind gas meter and A/C line sets (charcoal grey).
- e. Paint unit 104 (G2) entrance door and frame (Black).
- f. Change white weatherstrip at entrance doors to suit door colour (charcoal grey).
- ¤ h. Complete planting inside concrete planter west of unit 104 entry.

3. Exterior: East Elevation

- a. Paint PVC pipe scupper tie-in drain above L3 roof to match standard metal downspouts colour (charcoal/black).
- b. Repair and apply touch up paint over fascia boards at outer edges (connecting into roof above garden unit entries) and at garage door opening jamb trim.
- ¤ c. Roof deck, unit 203 (TWN1), level 3: Fix sprinkler escutcheon plate sticking out from siding (add batten trim piece behind or shift over to centre between battens).
- ¤ d. Roof deck, unit 203 (TWN1), level 3: Fix hose bib cover (sticking out and crooked)

C.c. Maryam Malekpour, Frank Soellig, Darren Manning (Kindred)
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¤ e. Roof deck, unit 203 (TWN1), level 2: Fix batten siding behind sprinkler head.

f. Paint or add soffit strip over exposed Tyvek below parapet cap flashing. See **42.2.3.1**

g. Roof decks: Cut off excess exposed gaskets at guard base plates.

¤ h. Roof deck, unit 203 (TWN1), level 3: Guard glass pane is missing.

¤ i. Roof deck, unit 204 (TWN2), level 3: fix patio door to ensure it closes properly

4. Interior: Garden unit 1 (103):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ c. Clear out all construction materials from garage (safety issue)

¤ d. Install access panel above laundry closet.

¤ e. Install cover plate (unrated OK) over recessed electrical box in laundry closet.

f. Repair millwork cut open below washroom sink (firestopping repairs completed).

¤ g. Install fire rated access panels over the 2 cleanouts on the south bedroom wall (this is a fire separation wall). Fill all voids and around cleanout with rockwool.

¤ h. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

¤ i. Patch/ repair/ fire caulk fire separation south wall base at garage: rated drywall needs to cover exposed base plate; critical to complete as these are fire separations.

¤ k. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

5. Interior: Garden unit 2 (Unit 104):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

b. Finish south wall: remove excess poly at slab base, clean up drywall finish along bottom edge at concrete interface.

¤ c. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

¤ d. Fix drywall gaps at north quadplex outlet on north garage wall: should be sealed off with proper firestop materials as this is a fire rated wall.

¤ e. Adjust latch at elevator & unit door in garage to ensure they are self-closing.

¤ f. Clear out all construction materials from garage (Safety issue).

¤ g. Add cover plate over dining room light fixture outlet box.

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h. Tidy up edge of access panel above laundry closet.

¤ i. Add hardware to Den/ Bedroom pocket door (adjacent to washroom).

¤ j. Install closet slider doors and hardware at Den/ Bedrooms

k. Patch up hole in baseboard adjacent to patio doors (north side).

¤ l. Install fire rated access panels over the 2 cleanouts on the north bedroom wall (this is a fire separation wall). Ensure voids are filled with rockwool insulation. Cleanout at wall corner is partially covered by adjacent exterior wall, you may need to cut the adjacent wall to ensure it is accessible and create a small build-out to allow proper access and install the access panel onto the build-out.

¤ m. Install access panel over cleanout in bedroom, south exterior wall (unrated is OK).

¤ n. Repair drywall gap at ethernet outlet (north wall) (this is a fire separation wall, use correct fire rated materials).

¤ o. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

6. Interior: Townhome unit 1 (203):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ b. Ensure elevator is operable and cab floor finish is installed (did not work correctly when tested on site)

¤ c. Clear out all construction materials from garage.

¤ d. Add cover over wiring above level 2 storage closet

¤ e. Repair openings in drywall at ensuite washroom, at north wall (and add access panel to appropriate opening size as required on north wall).

¤ f. Fix broken tile beside south sink of ensuite washroom.

¤ g. Add weatherstrip around hybrid elevator door at garage level (smoke seal)

¤ h. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

i. paint/ patch up unfinished drywall around switch on wall adjacent to fireplace nook, holes in wall from previous coat hook location in level 3 washroom, and tape/ paint unfinished bulkhead above kitchen counters.

7. Interior: Townhome unit 2 (204):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ b. Ensure elevator is operable and cab floor finish is installed (did not work correctly when tested on site)

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¤ c. Install window sills at level 2 ensuite washroom.

d. Install track cover over both closets in master bedroom.

e. Ensure wiring for automated blinds is in place at master bedroom, living room, dining room per **SI-109**. Did not notice wiring at the time.

¤ f. Patch/ repair/ fire caulk fire separation wall bases at garage: rated drywall needs to cover exposed base plate; critical to complete as these are fire separations.

g. Add cover over wiring above level 2 storage closet

¤ h. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

43.3.7 Building 3

1. Exterior: West elevation

¤ a. Add more soil at Allan block planter in front of unit 105 garden patio (B3-G1) to ensure 2' drop maximum.

¤ b. Replace cracked paver at unit 105 (G1) garden unit patio.

c. Apply elastomeric paint over exposed concrete around townhome decks/garden patios (do not paint the stair walls).

d. Caulk around opening of step lights on Allan block walls

e. Replace white weatherstrip at entrance doors to match door colour.

f. Repair and apply touch up paint over fascia boards above townhome entrances

¤ h. Change center strobe lights to ensure it's a light and sound device (not just light).

2. Exterior: Side Elevations (North & South)

a. North Side: Paint trim block behind west A/C linesets beside unit 105 (G1) (charcoal grey).

¤ b. Caulk all gas meter pipe penetration per Envelope detail BE-32 on Architectural drawing page A601.

c. Repair and apply touch up paint over fascia boards above townhome entrances

¤ d. South side, east end: Install A/C units and associated lineset covers. If A/C not installed, tighty up lines and provide proper caps.

¤ e. Complete planting inside concrete planter east of unit 105 entry.

¤ f. Fix area drain in front of unit 105 entry (water is not draining through properly)

3. Exterior: East Elevation

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a. Paint PVC pipe scupper tie-in drain above L3 roof to match standard metal downspouts colour (charcoal/black).

b. Paint or add soffit strip over exposed Tyvek below parapet cap flashing. See **42.2.3.1**

c. Roof decks: Cut off excess exposed gaskets at guard base plates.

4. **Interior: Garden unit 1 (105):**

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ b. Adjust latch at elevator & unit door in garage to ensure they are self-closing.

c. Clean up base of drywall edge at garage north wall, remove excess poly on top of concrete wall.

¤ e. Install ceiling access panel in laundry closet

¤ f. Patch up drywall gap around outlet at northwest corner of living room and north wall of Den/ bedroom

g. Install access panel over cleanout in bedroom, north exterior wall (optional).

¤ h. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

¤ i. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

5. **Interior: Garden unit 2 (106):**

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ c. Patch/ repair/ fire caulk fire separation wall bases at garage: rated drywall needs to cover exposed base plate; critical to complete as these are fire separations.

¤ d. Adjust latch at elevator & unit door in garage to ensure they are self-closing.

¤ e. Install ceiling access panel in laundry closet

f. Neatly cap-off exposed wiring above window header trim for future automated blinds.

¤ g. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

¤ h. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

6. **Interior: Townhome unit 1 (205):**

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a. Installed coved base trim around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details (rubber cove baseboard)

¤ b. Ensure elevator is operable and cab floor finish is installed (did not work correctly when tested on site)

¤ c. Clear out all construction materials from garage.(safety issue)

e. Install level 2 ensuite toilet room glass door.

¤ f. Add cover over wiring above level 2 storage closet

¤ g. Secure exhaust fan into place at level 3 common washroom.

¤ h. Install shower glass enclosure at level 3 common washroom.

¤ i. Relocate laundry machines back into place, tie-in and ensure operable.

¤ j. Firestop drain below laundry sink (this is a fire separation wall).

k. Touch up paint around fireplace and stain mantle.

¤ l. Add weatherstrip around hybrid elevator door at garage level (smoke seal)

¤ m. Patch small hole in fire separation wall at stair (between L1-L2)

¤ n. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

¤ p. Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)

7. Interior: Townhome unit 2 (206):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

¤ b. Ensure elevator is operable and cab floor finish is installed (did not work correctly when tested on site)

c. Remove excess poly at base of wall near garage door, south side.

¤ e. Patch/ repair/ fire caulk fire separation south wall base at garage: rated drywall needs to cover exposed base plate; critical to complete as these are fire separations.

¤ f. Add weatherstrip around hybrid elevator door at garage level (smoke seal)

¤ g. Clear out all construction materials from garage (safety issue).

¤ h. cap off All A/C unit rough-ins and associated thermostats; some are not capped.

¤ i. Add cover over wiring above level 2 storage closet

j. Cover all carpets with plastic wrap (all of them were left exposed).

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k. Paint unfinished patches around fireplace, stain mantle, patch and paint holes in common washroom (previous towel bar location)

¤ l. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

¤ m. Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)

43.3.8 Building 4

1. Exterior: West elevation

a. Apply elastomeric paint over exposed concrete around townhome decks/garden patios (do not paint the stair walls).
b. Fix vinyl address numbers at unit 208 (B4-Twn2) townhome entry to match others.
c. Caulk around opening of step lights on Allan block walls
¤ d. Change center strobe lights to ensure it's a light and sound device (not just light)
e. Repair and apply touch up paint over fascia boards above townhome entrances
g. Replace white weatherstrip at entrance doors to match door colour.

2. Exterior: Side Elevations (North & South)

¤ a. Caulk all gas meter pipe penetration per Envelope detail BE-32 on Architectural drawing page A601.
b. Repair and apply touch up paint over fascia boards above townhome entrances
¤ c. South side: Finish siding at level 3 vent wall caps (could not check if completed)
¤ d. South side: Add sprinkler escutcheon plate.
e. Change white weatherstrip at unit 107(TWN1) and unit 108 (TWN2) entry door to suit door colour (charcoal grey/ black)
f. South side: Paint fascia over unit 108 (TWN2)

3. Exterior: East Elevation

a. Paint PVC pipe scupper tie-in drain above L3 roof to match standard metal downspouts colour (charcoal/black).
b. Paint fascia board that wraps around to unit 108(G2) roof overhang.
c. Roof deck, unit 208 (TWN2), level 3: Siding on privacy wall (south face) replace with correct siding. See **43.2.3.2** for more details.
d. Paint or add soffit strip over exposed Tyvek below parapet cap flashing. See **42.2.3.1**
e. Roof decks: Cut off excess exposed gaskets at guard base plates.

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f. Roof deck, unit 208 (TWN2), level 3: Remove rust on exposed gas pipe and apply exterior grade paint.

4. Interior: Garden Unit 1 (107):

a. Installed coved base trim around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details (rubber cove baseboard)

¤ c. Install access panel at ceiling above laundry closet.

d. Ensure wiring in place for future automated blind above patio doors (could not see).

¤ e. Install weatherstrip (smoke seal) at unit entry door to garage.

f. Adjust latch at unit door in garage to ensure it is self-closing.

g. Complete paint finish in garage.

¤ h. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

¤ i. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

¤ j. Relocate stove in place and make operable.

5. Interiors: Garden unit 2 (108):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

b. Remove excess poly in garage at slab and around concrete base, throughout.

¤ c. Install weatherstrip (smoke seal) at garage unit entry door.

¤ e. Install access panel at ceiling above laundry closet.

¤ f. Firestop around pipes below washroom sink (this is a fire separation wall).

g. Complete paint finish in garage.

¤ h. Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

¤ i. Patch/ repair/ fire caulk damaged bases at garage: rated drywall needs to cover exposed base plate and the large voids in the concrete at the wall need to be filled; critical to complete as these are fire separations.

¤ j. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)

6. Interior: Townhome unit 1 (207):

a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.

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- b. Ensure elevator is operable and cab floor finish is installed (did not work correctly when tested on site)
- c. Remove excess flooring materials stored in northwest bedroom and construction materials from garage (safety issue)
- d. Firestop around pipes below level 3 laundry sink (this is a fire separation wall).
- e. Complete install of kitchen hood range millwork above shroud.
- f. Install weatherstrip (smoke seal) at hybrid elevator door on garage level.
- g. Paint touch-up in living room (spackled areas), and back of level 3 den closet
- h. Complete paint finish in garage.
- i. Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)
- j. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)
- k. Patch/ repair/ fire caulk damaged bases at garage: rated drywall needs to cover exposed base plate and the large voids in the concrete at the wall need to be filled; critical to complete as these are fire separations.

7. **Interior: Townhome Unit 2 (208):**
   a. Install rubber coved baseboard around floor perimeter to conceal exposed wood around garage slab. See **43.2.4.1** for more details.
   - b. Ensure elevator is operable and cab floor finish is installed (did not work correctly when tested on site)
   - c. Install weatherstrip (smoke seal) at hybrid elevator door at garage.
   - d. Glass enclosure and door is missing for ensuite toilet room.
   - e. Firestop around pipes below level 3 laundry sink (this is a fire separation wall).
   - f. Add cover to electrical box above level 3 closet (adjacent to hybrid elevator).

   g. Complete paint finish in garage.
   h. stain finish mantel.
   - i. Adjust latch at elevator & unit door in garage to ensure they are self-closing.
   - j. Add sign above forced fan heater to read *"Garage temperature must remain above at 5 degree Celsius at all times"* (This is because it is controlled by occupant)
   - k. Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)

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ARCHITECTS REPORT Report Number: **43**

■ Field Review Report | Project: **Eagleview P1, Gibsons BC** | Date: **February 3rd, 2026**

☐ Architect's Instruction | AMA Project No.:**1638** | Weather: Overcast

☐ Telephone Call | Contractor: **Kindred Construction Ltd.** | Time: **9:00 AM**

☐ Memo | Superintendent: **Jordan Ditchfield,**
Present: F. Marchand, R. Cheung

43.3.9 Other items to complete/ coordinate on site for occupancy:

¤ **1.** Temporary mail access for units to be coordinated between Kindred & KiND and confirmation of strategy to be provided to AMA. (ie. Temporary PO Box location)

43.4 End of Field Review.

C.c. Maryam Malekpour, Frank Soellig, Darren Manning (Kindred)
Ben Bee, Rob Chetner, Perrie Rai (Kind development)

Architects Rep: Francois Marchand Architect AIBC
Rachael Cheung, Arch. Technologist, AIBC

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ARCHITECTS REPORT Report Number: **44**

■ Field Review Report	Project: **Eagleview Heights Phase 1,** **468 Eaglecrest drive, Gibsons, BC**	Dates: Sept 24th, 2026 Sept 25th, 2026
☐ Architect's Instruction	AMA Project No.:**1638**	Weather: Overcast,Rain
☐ Telephone Call	Contractor: **Panorama West Group.**	Time: **8:30 AM**
☐ Memo	Superintendent: **Victor Kimkoech,**	
	Present: F. Marchand, Vipran Sandhu, Victor Kimkoech, Perrie Rai, Rob Chetner, Ben Bee, Jordan Ditchfield	

Field Review #44

This report is the result of two field reviews, conducted in two consecutive days, September 24 and 25, 2026.
The intent of this report is to provide an overview of the overall project in terms of required work to be completed along with deficiencies and/or remaining items to be corrected based on past fields reviews, all incorporated and combined in this report.

This report covers architectural items with only mention of other disciplines when appropriate.
Please also refer to other consultants latest field review reports.

44.1 General Overview of completion status:

44.1.1 Buildings 1 to 4:
Virtually completed with only minor deficiencies to complete

44.1.2 Buildings 5 to 12
Interiors common areas stairs and lobbies: finishes, hardware, shafts incomplete.
interior units: finishes, fixture and appliance tie-ins are fully operable (varying levels of completion per building for hardware, doors, glazing and deficiencies)

44.1.3 Amenity building:
Boarded and painted, ventilation systems installed but incomplete, kitchen, plumbing fixtures, hardware, guards and handrails, floor finishes incomplete.

44.1.4 Pool area:
Tiling remains incomplete; fences not yet started, some guards are missing, mechanical systems no yet active.
Mechanical components installation to be reviewed and confirmed by the Pool consultant.

44.1.5 Siding:
Stone veneer still incomplete at some areas. Large areas of siding missing at B5, B6, B9, B10 and Amenity and boiler room. West side of Buildings 11 and 12 are incomplete.
Most elevator overruns are incomplete. No siding on fire alarm kiosk.
General repairs and remediations required due to deficiencies and out of sequencing installation. (refer also to envelope inspection report #77 issued Sept 27)

44.1.6 Concrete Paved area over parkade:
(Driveways, walkways, ramps) are mostly complete except for some stairs (north and south of driveway ramp and access stairs to B9 and B10.
Multiple remediations are required (refer also to roofing inspection report #19 issued Sept 29)

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44.1.7 Pavers common walkways and patios over parkade:
Pavers common walkways not yet started (entry sides of Buildings 5 to 12 and Amenity) nor Level 1 Patios of Buildings 5 to 8 are incomplete.

44.1.8 P1 & P2 parkade (includes service and storage rooms):
Firestopping incomplete, Mechanical components (HAVC, plumbing, sprinklers) about 95% installed.
Fire rated shafts not started.
Areas requiring waterproof coatings not yet done
Line painting, signage, miscellaneous protection guards not installed
Some clearances remediations required
Bike racks and storage lockers about 25% installed

44.1.9 Site guards and fences:
Beyond Buildings 1 to 4 are incomplete (about 50% installed)

44.1.10 Handrails:
All missing in interior common areas and exterior areas beyond Buildings 1 to 4.

44.1.11 Site lighting:
Lighting throughout (lamp posts, bollard lighting); some of the bollards are missing (all missing in the central park).

44.1.12 Downspouts / gutters:
These are all missing for Buildings 5 to 12 and Amenity.

44.1.13 Landscaping:
Completed about 70% West of Buildings 9 to 12.
Remediations required throughout (Including around B1-B4)
No grass installed where shown on drawings.
Central park is the subject of a work stop order due to the state of the work executed to date, which did not follow the grading of the current approved landscape drawings. Major rework is required.

44.1.14 Off-site scope tied to occupancy permit (Phase 2 along Stewart Road at the bottom East side of the site):
Interim grading/ planting, site park, trail paths: Off site remediation of interim grading is required per civil engineer and town engineer comments. This item is also subject to a stop work order.

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44.2 Observation / Comments and list of deficiencies

Observation and comments of previous reports still pending have been incorporated in this list of deficiencies / completion report and updated based on current observations.

44.2.1 Critical items:

The following items were noted on site and should be remediated immediately to avoid degradation of the work executed to date; they relate mostly to water ingress.

1. **Drains clogged:**
   Virtually all area drains located above the suspended slab of the parkade levels below are clogged, which creates excessive water retention and deep puddles (up to 8" deep at some location).
   Other notable locations are at the bottom of the exterior stairs of buildings 10 and 9 where a damn was created to divert the water under the doors to inside P2 catch basins. This is due to excessive soil spilled when the planters were filled. These are all to be vacuumed cleaned.

2. **Trench drains clogged:**
   Similar to above, all trench drains are clogged and filled with water. These are all to be vacuumed cleaned

3. **Water leaks in parkade level:**
   Leaks were noted at the following locations:
   P2: From drainpipe close to East wall Between B9 and B10 entrances.
   P2: From drain pipe West wall below B5
   P2 Bike storage below B5: From fitting of drain pipe running along the North wall.
   P2 Storage room below B6: From sprinkler pipe above North wall.
   P2 Above stall #53: From area drain pipe above
   P2 Midspan of ramp to P1 South Side wall: Through concrete slab above: There is planter above: waterproof membrane to be reviewed.
   P2 Electrical room and elevator machine room behind B12: This area has a full 1" to 2" of water on the floor: This is supposed to be a dry zone with electrical components.
   Water was noted on previous report (Item 41.2.1.9):
   Aside from unconnected drain pipes, two locations are of concern where water is seen along the wall: Electrical room beside B12 Elevator machine room, and the void space adjacent the vestibule of B11 (extensive amount of water in there).These are below the B11 and B12 upper elevator lobbies. Contractor to confirm possible water ingress as the exterior of these areas where extensively waterproof prior-to the exterior buildup.
   Water could also be coming from the elevator shaft or the exterior ramp or landing above.
   P2 Void behind B11 elevator (see also previous item) Water is constantly dripping in there; could

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be from the various piping running in it or from the exterior landing and ramp above.

P1 North wall at vent shaft: Although shown on mechanical drawings, there is no drain installed at the bottom of this shaft and it is supposed to be covered with a goose neck vent cap. This was left open and water is building up and seeping through the wall inside the parkade. At the very least cover the top of the shaft until the goose neck vent cap is installed.
Please note: we suspect the base of the Allan block planter above is draining onto that wall: on our drawings (Page A109) we showed a concrete wall at this location to contain the planter: that was not poured and replaced with Allan block. Concrete wall should be reinstated to solve this issue and facilitate the installation of the goose neck vent.(See attached depiction)
Please Note: there are two more similar of those at North and south end of P1 also left exposed but they do not seem to be leaking water through the wall: (Maybe because the drain scheduled at the bottom was installed) these to be covered also.

4. **Elevator overruns B5 to B8:**
No louvers installed, gaping hole leading to the interior duct left exposed: There could be water ingress in the elevator shaft: to be covered until louver is installed. Verify for water damage inside elevator shaft. Cover the louver area in the interim.

5. **Growing weeds between pavers:** at garages driveways (B1-B4): Another item blocking proper drainage: pavers to be lifted and substrate cleaned of soil and weeds prior-to re-install.

44.2.2 B1 to B4 remaining deficiencies:
Please note: Items **in red** are required to be completed prior-to us issuing our letters of assurance for occupancy and as required completed by the Town. This list is to be read in conjunction with other disciplines which will have their own list

1. **Site work: West main site entrance and off-site scope (Eaglecrest Drive)**
   a) Substantial completion of planting in landscaped areas between retaining wall to sidewalk. Landscape Architect to review. If the grass areas cannot be completed , the landscape architect needs to provide an explanation letter to this effect with their schedule L-2.
   b) Install paving stone in front of sign (Siamese connection (refer to landscape)
   c) Fire fighters access: The fire department requested that the approved fire safety plan binder be located in the alarm kiosk (yet to be completed). They will provide a lock box for key of the construction gate to access the construction zone to the fire alarm kiosk (located at the top of the stair to the Amenity building).

2. **Site work: Entrance Road Area**
   a) The lamp post on the South side is loose due to being poured without footing (noted previously RFI #306; attached). This needs to be remediated because the lamp post moves with a simple push.

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ARCHITECTS REPORT Report Number: **44**

■ Field Review Report | Project: **Eagleview Heights Phase 1, 468 Eaglecrest drive, Gibsons, BC** | Dates: Sept 24th, 2026 Sept 25th, 2026

☐ Architect's Instruction | AMA Project No.:**1638** | Weather: Overcast,Rain

☐ Telephone Call | Contractor: **Panorama West Group.** | Time: **8:30 AM**

☐ Memo | Superintendent: **Victor Kimkoech,**

Present: F. Marchand, Vipran Sandhu, Victor Kimkoech, Perrie Rai, Rob Chetner, Ben Bee, Jordan Ditchfield

b) Stair to P1:
P1 door to have the correct lock and all hardware.
c) Metal grate over fortis connection well.: The solid plate installed does not match the grate shown on Fortis details (Refer SI-54). To be reviewed with fortis of they will accept this.
d) Multiple cracks in the concrete topping (some in the colored concrete) have been noted. These need repair.

3. Site work: Main driving aisle and unit driveways (East of B1-B4)

a) Install trench drain grates & angles.
Metal angle around the trench opening (to frame and insert the trench grate into) was not embedded into place. Angles to be mechanically secured and grouted in place
Metal angles are on site but not yet installed.
b) Caulk control joints between edge of garage slab (at opening) and edge of driveway.
c) Install fencing along ease edge of driveway (temporary division from construction zone B5-B12 Amenity) Refer to construction management plan already provided and discussed.
d) Remediation required to the waterproofing at the North edge of the main driveway as discussed on site and noted detail on Roofing inspection report #19 item 19.5.
e) B2-104: Cover with flashing exposed waterproof membrane on wall at South face of driveway. Refer also to SI-114.

4. Site work: Common paths (Eaglecrest sidewalk to driveways between buildings)

a) Install bike racks at walkways adjacent to the unit driveways
e) Stair to P1 South of B4: Tactile warning is missing at top of stair, P1 door to have the correct lock and all hardware.
b) Gravel strips along the building faces are missing the wood edge border shown on the landscape drawings.

5. B1-B4 exteriors.

a) Remove waterproofing and drain mat overrun on concrete walls intended to be left exposed below front entry porches.
Exposed concrete below porches to be painted with elastomeric paint:
Colour for elastomeric paint: To match Benjamin Moore HC-105 (Rockport Gray)
Refer to Architectural Report #39 item 39.1.1.1 for more details.
Note: Do not paint the exterior stairs side walls.
b) Paint trim boards behind hose bibs at garden units.
c) Add more soil at Allan block planters adjacent to street so that the grade difference is less than 24": this is recurring at multiple locations; to be reviewed throughout and is a safety hazard because there are no guards.

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Present: F. Marchand, Vipran Sandhu, Victor Kimkoech, Perrie Rai, Rob Chetner, Ben Bee, Jordan Ditchfield

d) Add more topsoil at south corner of Allan block planter wall at unit 104 (G2) garden patio behind Siamese connection, all the way up to where the guard above the retaining wall terminates, to ensure the grade difference is less than 24".
e) B1 and B2 street side: Add more gravel inside window well up to waterproofing line & ensure grade difference is less than 24" because these are not protected by guards.
f) Repair and apply touch up paint at all fascia boards and trims throughout
g) Paint trim block behind gas meter and A/C line sets (charcoal grey)
h) Paint PVC pipe scupper tie-in drain above L3 roof to match standard metal downspouts colour (charcoal/black).
i) Roof decks, typical: Cut off excess exposed gaskets at guard base plates.
j) Paint or add soffit strip over exposed Tyvek below parapets cap flashing.
Exposed Tyvek and underside of cap flashing (Previous report 20.2.9.8):
Sheathing paper was left exposed from the underside of the cap flashing. A painted (black) 1x trim could be installed to cover the Tyvek or simply paint black, whichever option is easier. At some locations a soffit strip was installed: this is another solution.
k) Caulk around opening of step lights on Allan block walls
l) Gaskets missing at 2 base plates of south guards at unit B2-203 entry.
m) B2-103 North side: Lower siding to suit path/ landscaped grade elevations.
B2-G1 (unit 103) north elevation siding installed at incorrect height (Previous 28.2.8.20)
The siding at the north entry should be installed lower, at a similar height to suit the adjacent common pathway between B1 and B2. Refer to site plan drawings and north elevations showing the proper extent of siding in relation to grade, for clarity.
n) Paint all unpainted entry doors black.
o) Base of wall venting detail: exposed membrane to be covered at decks: *(Previous 25.2.7.2)*
The approved detail was revised by installer with a shorter down leg which leaves a large section of the roofing membrane exposed. This is not acceptable at decks. Flat stock of flashing to be installed at base to cover the roofing membrane as discussed. Color to match the wall base venting cap flashing
p) B2-104 planter beside entry: Soil and planting not complete inside the deep planter.
q) B2-203 Levels 2&3 roof decks: Fix sprinkler escutcheon plate sticking out from siding (add batten trim piece behind).
r) B2-203 Level 3 roof deck: Fix hose bib cover (sticking out and crooked)
s) B2-203 Level 3 roof deck: Guard glass pane is missing.
t) B3 South side, east end: Install outdoor A/C units and associated lineset covers.
u) B4-208: Fix vinyl address numbers at entry to match others (should be on sidelight; not on the door).
v) B4 South façade: Add sprinkler escutcheon plate (review for exact location)

C.c. Vipran Sandhu (Panorama West) Architects Rep: Francois Marchand Architect AIBC
Ben Bee, Rob Chetner, Perrie Rai (KiND developments Ltd.)

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w) B4-208 Level 3 Roof deck: Siding on privacy wall (south face) replace with correct siding.
B4-Level 3 privacy wall, south siding (unit 208/ TWN2) incorrect siding type (Previous 28.2.8.9)
The siding has not yet been replaced to the correct siding type (board and batten to be replaced with shingles to match with surrounding siding finishes). The flashing is the correct color associated with Singles. We pointed this out since Field Review #28. Please make sure this is not missed

6. Interior General items applicable to all buildings B1 to B4:

a) B1-B4 exposed 2x wood at perimeter of garage flooring *(Previous report 35.2.20)*
There is 2x wood embedded around the perimeter of the garage floors that was never intended to be there or left exposed. Our details show it at exterior walls (not really intended for garages) but definitively not for interior walls. A few options discussed:
1. Paint with traffic grade membrane to cover wood and up the side wall (4")
2. Cover by adding a rubber L shaped baseboard trim. This would require a sanitary rubber cove base with a toe of at least 2" that may be hard to get or costly.
3. Remove wood and fill with concrete.

b) For all garden units (101 to 108) Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

c) All doors between units and garage: Ensure latches and spring loaded hinges are adjusted to endure all doors close and latch by themselves.

d) Neatly cap-off exposed wiring above window header trim for future automated blinds.

e) Hybrid elevators (Units 201 to 208) (All 8 of them):
- Doors opening into garage to be fitted with weather stripping (fumes seal), sweep and threshold and to be self closing (Adjust spring hinges to suit)
- Install floor finish in all elevators Assuming tiles; Owners (Kind) to confirm.
- None of the elevators are operating properly please contact the supplier to review and adjust all to be operable.

f) No window coverings installed; it is assume these are to be provided as shown in the ID specifications. Owners (Kind) to confirm.

7. Interior specific unit by unit:

a) B1-101 (custom unit; refer to SI-106)
- Repair small hole in baseboard by patio door slider in living room

b) B1-102 (custom unit; refer to SI-107)
- Clean up drywall edge detail around electrical fireplace opening.

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☐ Architect's Instruction | AMA Project No.:**1638** | Weather: Overcast,Rain

☐ Telephone Call | Contractor: **Panorama West Group.** | Time: **8:30 AM**

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c) B1-201 (custom unit; refer to SI-108)
- Caulk gap above window header at level 2 common washroom
- Paint hybrid door panel edge (level 2) and patched up drywall area beside common washroom door
- Add access panel over recessed electrical box on wall of south walk-in closet, on north side of east wall, adjacent to door
- Complete wall finish repairs at kitchen countertop extension
- Range hood connection to be adjusted to allow for a straight cover shroud.
- Rough -in for automated blinds is missing in the master bedroom.

d) B1-202
- Remove piece of plywood over concrete base at garage north wall and repair the large holes made in concrete base.
- Install washing machine outlet box trim kit.
- Towel bar conflicts with shower glass door at level 3 common washroom: suggest relocating the towel bar beside the toilet. Update: towel bar removed but not relocated.

e) B2-103
- General items only

f) **B2-104**
- Fix drywall gaps at north quadplex outlet on north garage wall: should be sealed off with proper firestop materials as this is a fire rated wall.
- Add cover plate over dining room light fixture outlet box.
- Add hardware to Den/ Bedroom pocket door (adjacent to washroom).
- Install closet slider doors and hardware at Den/ Bedrooms
- Repair drywall gap at ethernet outlet (north wall) (this is a fire separation wall, use correct fire rated materials).

g) B2-203 (Pensio property Group 2a units: refer to SI-88R1)
- Repair openings in drywall at ensuite washroom, at north wall (and add access panel to appropriate opening size as required on north wall).
- Fix broken tile beside south sink of ensuite washroom.
- Paint/ patch up unfinished drywall around switch on wall adjacent to fireplace nook, holes in wall from previous coat hook location in level 3 washroom, and tape/ paint unfinished bulkhead above kitchen counters

h) **B2-204** (custom unit; refer to SI-109)
- Install window sills at level 2 ensuite washroom
- Install track cover over both closets in master bedroom.

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- Wiring for future automated blinds required in master bedroom, living room, dining room appears to be missing.

i) **B3-105**
- Patch up drywall gap around outlet at northwest corner of living room and north wall of Den/ bedroom
- Install access panel over cleanout in bedroom, north exterior wall.

j) **B3-106** (custom unit; refer to SI-110)
- Neatly cap-off exposed wiring above window header trim for future automated blinds.

k) **B3-205**
- Install level 2 ensuite toilet room glass door.
- Secure exhaust fan into place at level 3 common washroom.
- Install shower glass enclosure at level 3 common washroom.
- Firestop drain below laundry sink (this is a fire separation wall).
- Touch up paint around fireplace and stain mantle.
- Patch small hole in fire separation wall at stair (between L1-L2)
- Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)

l) **B3-206** (custom unit; refer to SI-79)
- Install All A/C units and associated thermostats.
- Paint unfinished patches around fireplace, stain mantle, patch and paint holes in common washroom (previous towel bar location)
- Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)

m) **B4-107** (custom unit; refer to SI-99)
- Wiring for future automated blinds required in living room appears to be missing.
- Install weatherstrip (smoke seal) at door between unit and garage.
- Complete paint finish in garage.

n) **B4-108** (Pensio property Group 2a units: refer to SI-88R1)
- Install weatherstrip (smoke seal) at door between unit and garage.
- Firestop around pipes below bathroom sink (this is a fire separation wall).
- Complete paint finish in garage

o) **B4-207**(custom unit; refer to SI-101)
- Remove excess flooring materials stored in northwest bedroom and construction materials from garage (safety issue)

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- Firestop around pipes below level 3 laundry sink (this is a fire separation wall).
- Complete install of kitchen hood range millwork above shroud.
- Paint touch-up in living room (spackled areas), and back of level 3 den closet
- Complete paint finish in garage
- Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)

p) B4-208 (custom unit; refer to SI-105)
- Glass enclosure and door is missing for ensuite toilet room.
- Firestop around pipes below level 3 laundry sink (this is a fire separation wall).
- Complete paint finish in garage.
- stain finish mantel.
- Replace metal access panel at clean-outs in fire rated wall with the correct type (the one with ULC rating noted on inside panel and spring hinges)

44.2.3 Buildings 5 to 12 and Amenity general exterior items applicable to all buildings:

1. Gutters and downspouts at entry roofs not installed (B5-B12)
2. Pavers walkways at all common areas leading to entrances are not yet installed
3. Metal planters at the common areas are not installed at final locations
4. Repair and apply touch up paint at all fascia boards and trims throughout
5. Paint all unpainted entry doors black
6. Exterior entry doors into building corridors common spaces (B5-B8) Non-compliant door-type installed (Previous 23.2.17.2)
   The entry doors currently installed (tagged '1ab',on the drawings) do not have an ADA (accessible) door sill as required, and the hardware that would be used for these types of doors does not meet the exit hardware requirements. This issue was already coordinated and resolved last year (now 4 years ago) and was detailed under **SI-#20**. We do not need to meet the NAFS requirements, as confirmed with the Envelope consultant, since they are classified as "Limited Water" doors and are well protected from water ingress. We will not accept these doors without the ADA sill, please rectify. Please also note: the type of door should be the same as installed at the entry lobby of B11 and B12 which are correct.
7. All steel exterior doors require weather stripping and door sills and to be painted black.
8. Soffit Beam cladding (Previous 13.2.10.8) (B5-B12):
   The siding contractor has dropped the sides down by up to 1" below the soffit of beams. He explained that they tried to move forward keeping them all flush but the framing inconsistencies/ unlevel surfaces made it very difficult to do. He confirmed that he will make sure to paint the unfinished side to match the cladding finish. We accept this direction given

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the unforeseen framing conditions.
Update: It does not appear that any of it has been executed to date.

9. Exposed Tyvek at underside of cap flashing (Previous 20.2.9.8) (B5-B12)
   At multiple locations, the parapet and top of privacy walls caps were frame to wide which is exposing the sheathing paper from the underside of the cap flashing. This was also observed at B11-B12 top roofs with overhangs wider than necessary. A painted (black) 1x trim could be installed to cover the Tyvek or simply paint black, whatever is easier.
   Update: It does not appear that any of it has been executed to date

10. Wall siding installed too low for paver install, throughout (Previous 33.2.8.16):
    At multiple locations it is noted that the siding extend too low at the base of walls adjacent to paved areas, such as patios and entry walkways.
    Where this occurs the siding is to be raise to a minimum 2" above paved areas as shown on our details. Paved areas cannot be lowered, especially at main entries to buildings where handicap accessibility is required (no step at the doors). At patios the step at the patio door cannot be more than 8" to the top of the patio door track. Please also refer to envelope reports (same item noted).

11. Elevator shaft roof: parapet depth appears not sufficient for roof venting: (Previous 29.2.6.12)
    Refer to detail 15/A510. The parapet framing should extend out 2" past the outside face of cladding. B5 and B6 parapet depths were reviewed on site and are confirmed to be inadequate for venting. The solution discussed with the siding trades & Kindred: lower the top of hardie siding, and stone veneer/protection board by 1" to allow for adequate air flow (cut down where siding is already installed if possible). Maintain original strapping height wrap the top with insect screen (as shown on details). Apply this solution to all elevator parapet roofs (B5-B10).

12. Exposed cladding substrate requiring replacement.
    As confirmed by the envelope consultant: Tyvek sheathing membrane and Rockwool exterior insulation that have been left exposed over the span of the site shut down (over 7 months) need to be removed and replaced prior-to completing the siding installation.

13. Base of wall venting detail at 2nd floor decks: exposed membrane to be covered: *(Previous 25.2.7.2) (B5-B12)*
    The approved detail was revised by installer with a shorter down leg which leaves a large section of the roofing membrane exposed. This is not acceptable at decks. Flat stock of flashing to be installed at base to cover the roofing membrane as discussed. Color to match the wall base venting cap flashing

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14. Gravel strips along the building faces are missing the wood edge border shown on the landscape drawings.
15. None of the BBQ gas hookups have been installed at the decks. Please ensure to use non-climbable covers when located close to a guard.
16. All gates and privacy screens are missing

44.2.4 Building 5 exterior specific:

1. Cladding on elevator overrun and louver not installed.
Refer to detail 2/A520 for louver install.
Owners (Kind) requested to replace stone with siding to save cost:
Siding selected: Item 5 of material legend: 7" exposed smooth fiber cement lapsiding, prefinished color: "Iron gray" from James Hardie. (Si will be issued for this change)

2. Exterior insulation at base of wall along the second floor is incomplete throughout.
Flashing to be installed below cap flashing once insulation is installed.
Refer to detail 5 / A550

3. Unit 109 and adjacent exit path wall siding and stone to be completed. Column siding to extend down to the top of the adjacent concrete wall.

4. Unit 109, Water pooling at Patio.
As part of SI-113 the patio of B5-101(unit 109) was increased. The build up for counter-slope back to the patio drain was missed and water is pooling against the concrete planter wall.
Similar to remediation of B8-101: build up a counter slope on top of the waterproof membrane and re-waterproof on top.
Drain holes to drain to the planter is not recommended as this will create more complex waterproofing issues and possible blockage due to the soil on planter side.
Install patio paving once remediation is completed.

5. North wall at West end (adjacent 2nd floor planter: Remediation noted on report #39 item 39.1.2 is to be completed. (SKA 46 is attached to this report)

6. Remediation required at the north end of the Allan block planter as noted on this report item 44.2.1.3 (p1 shaft) of this report.

7. Allan Block retaining wall heights not matching with our drawing design.
The strip of planter in front of the entry to Bulding 5 (North of stair) is too low (we showed higher on plans). One row of Allan block is to be added. This will match the opposite side (also too low but acceptable).

8. Unit 109: patio soffit to be completed.

9. Handrails missing at steps leading to the front entry door of the building.

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10. Unit 210: guard required on the upstand at the South end of the patio, South column of patio siding to be completed.
11. Siding above above parkade entry to be completed.
    Owners (Kind) requested to replace stone with siding to save cost:
    Siding selected: Item 5 of material legend: 7" exposed smooth fiber cement lapsiding, prefinished color: "Iron gray" from James Hardie. Remediation will be required for the cap flashing because it was designed for a stone cap. (Si will be issued for this change)

44.2.5 Building 6 exterior specific:

1. Louver on elevator overrun not installed. Refer to detail 2/A520 for louver install. Cladding will require remediation and completion.
2. Exterior insulation at base of wall along the second floor is incomplete throughout. Flashing to be installed below cap flashing once insulation is installed. Refer to detail 5 / A550
3. Unit 111 Patio: North wall is missing the lapsiding.
4. Stone cladding is missing above the East exterior exit door.
5. Units 111 and 112: Patio pavers not yet installed.
6. South face of unit 112: Well for water services requires completion (waterproofing) and metal checker plates access panels. Refer to SI-43 for details. Adjscaent wall sideing requires completion.
7. Goose neck cover for shafts required at 3 locations:
   - one at the Northwest corner of unit 211
   - 2 in the planter west side of unit 212.
   Refer to SI-103 for typical details.
8. Unit 211: guard required on the upstand at the North end of the patio, North column of patio siding to be completed
9. Handrails missing at steps leading to the front entry door of the building.

44.2.6 Building 7 exterior specific:

1. Louver on elevator overrun not installed. Refer to detail 2/A520 for louver install. Cladding will require remediation and completion.
2. Exterior insulation at base of wall along the second floor is incomplete throughout. Flashing to be installed below cap flashing once insulation is installed. Refer to detail 5 / A550
3. Goose neck cover for shafts required at Northwest corner (behind unit 213):
   Refer to SI-103 for typical details
4. Siding to be completed beside exterior entry door to unit 213.
5. Patio pavers install incomplete at units 113 and 114

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44.2.7 Building 8 exterior specific:

1. Cladding on elevator overrun and louver not installed.
   Refer to detail 2/A520 for louver install.
   Owners (Kind) requested to replace stone with siding to save cost:
   Siding selected: Item 5 of material legend: 7" exposed smooth fiber cement lapsiding, prefinished color: "Iron gray" from James Hardie. (Si will be issued for this change)
2. Exterior insulation at base of wall along the second floor is incomplete throughout.
   Flashing to be installed below cap flashing once insulation is installed.
   Refer to detail 5 / A550
3. Goose neck cover for shafts required at 2 locations:
   1. West face of unit 216 in planter
   2. South face of Unit 116 at grade.
   Refer to SI-103 for typical details
4. Patio pavers install incomplete at units 115 and 116.
5. South column of unit 116 requires cladding to be completed.

44.2.8 Building 9 exterior specific:

1. Cladding on elevator overrun not installed.
   Refer to detail 2/A520 for details around louver.
   Owners (Kind) requested to replace stone with siding to save cost:
   Siding selected: Item 5 of material legend: 7" exposed smooth fiber cement lapsiding, prefinished color: "Iron gray" from James Hardie. (Si will be issued for this change)
2. Cladding remediation required at Northwest corner.and Southwest corner.
3. Exterior exit stair leading to level P2 to be poured (ensure drainmat is installed below) with associated flashings etc. Refer to SI-33R1. Guards and handrails also required.
4. Units 117 and 118: exterior cladding (stone) not installed.
   Owners (Kind) requested to replace stone with siding to save cost:
   Siding selected: Item 6 of material legend: Fiber cement board and batten, cedramill, with 2 ½" X ¾" cedarmill battens @ 8" o.c. prefinished color: woodtone "Maple" from James Hardie. (Si will be issued for this change)
5. Units 217 and 218 deck pavers have been installed too high, blocking the base of walls sidewall vents. These need to be lowered.
6. Lower siding to grade at level 1 patio columns

44.2.9 Building 10 exterior specific:

1. Cladding on elevator overrun not installed.
   Refer to detail 2/A520 for details around louver.
   Owners (Kind) requested to replace stone with siding to save cost:

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Siding selected: Item 5 of material legend: 7" exposed smooth fiber cement lapsiding, prefinished color: "Iron gray" from James Hardie. (Si will be issued for this change

2. Main building entry door is missing and also all siding on that wall.
3. Unit 322: siding missing above patio door.
4. Lower siding to grade at level 1 patio columns
5. Units 119 and 120: exterior cladding (stone) not installed.
   Owners (Kind) requested to replace stone with siding to save cost:
   Siding selected: Item 6 of material legend: Fiber cement board and batten, cedramill, with 2 ½" X ¾" cedarmill battens @ 8" o.c. prefinished color: woodtone "Maple" from James Hardie.
   Please note: on the South face of unit 120 the siding is to extend down to cover the concrete as low as adjacent lapsiding (Si will be issued for this change)
6. Exterior exit stair leading to level P2 to be poured (ensure drainmat is installed below) with associated flashings etc. Refer to SI-33R1; Guards and handrails also required.
7. Siding above stair to be completed.
8. South façade recessed roofs over Level 1:
   Completion of the base of wall venting required (done out of sequence by siding contractor). Refer to our detail 12/A510. Refer also to envelope report #77 items 45-13 and 45-33
9. Unit 120: Guard (obscure glass) required at the South and East face of patio per plans.
10. Unit 219: soffit above balcony needs remediation (one plank witdth and vent strip ripped out)

44.2.10 Buildings 11 and 12 exterior specific:

1. Exterior Amenity and B11-B12 topping stairs poured without drain mat below (Previous 17.2.1.12):
   It was confirmed via email that no drain mat was installed below the stair topping. The Envelope Consultant is willing to accept the following solution:
   Pedestrian traffic coating applied over the poured concrete stairs (please provide color range for selection), and at B11 and B12 bottom landings, and 8" up the sides (6" above nosing) of all adjacent walls.
   PMMA-Transition membrane to join with exposed SBS at edges.
   Gum-lip flashing install along the edges of the stairs to remain as originally designed.
   Handrails and guards also required for it.
2. All siding West side of both buildings is to be completed, and remediated at some location
3. Siding on elevator Overruns to be completed. Refer to detail 14/A510 for louver installation (Head and base flashing required).
4. Fascia boards remediation and completion required on west side of the buildings,
5. Roof drain incorrectly added at B11 & B12 elevator roof lobbies (framing mistake) (Prev. 16.2.5.6):

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Roof drains were installed on the north and south sides of the elevator lobby roof with the roof slopes directed towards each end. Since it's too late to revise to 1 drain per IFC plans, we are proposing to route the drainpipe towards the main roof through the roof overhang structure. Kindred confirmed that our photo markup solution appended to Report #16 (February 2024) will be followed. If this does not work, run the pipe in front of the vertical section of the lower soffit and fur it out to conceal the pipe**. Soffit has been installed without the corrections noted above** and needs to be removed and re-installed at no cost to owners. Refer to previously issued sketch attached

6. Cap flashing at roofs B11-B12 buildings (previous 20.2.9.8)
Cap flashing installed at B11 and B12 is very uneven and unsightly, we do not approve of the exposed surface anchoring at the exterior face, please explain and provide concealed fastening (cleats). Please note: a large section of B12 North side is damaged by the crane "misadventure" and needs repair.
Update: B12 fascia is repaired, B11 flashing cap still unsliglthy.

7. Building 11: North façade recessed roofs over Level 1:
Completion of the base of wall venting required (done out of sequence by siding contractor). Refer to our detail 12/A510. Refer also to envelope report #77 items 45-13 and 45-33.

8. Building 11: North face at level 1 needs completion (stone cladding).

9. Concrete exterior waterproofing not matching grades (Previous 10.2.2):
Installed too high at B11 North face, B8 South face And P2 South Face. At B11, the dimple board was confirmed by the contractors to be lowered to grade and the section between bottom of cladding and grade to be covered with flashing to hide the exposed membrane. At B8 (on exposed concrete walls), Allan block wall is now complete at the south side and the overrun of waterproofing can now be cut back to suit. A large area of waterproofing is left exposed above grade at P2 South face

10. Lower siding to grade at level 1 patio columns

11. B11-122:
Guard (obscure glass) required at the North and East face of patio per plans.
North Patio to be completed.

12. Handrails and guards missing at ramp and stairs leading to the exterior elevator lobbies , courtyard level.

13. Completion of gumlip flashing is required to cover exposed membranes at multiple locations. In the courtyard area adjacent to buildings 11 and 12.

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ARCHITECTS REPORT Report Number: **44**

■ Field Review Report | Project: **Eagleview Heights Phase 1, 468 Eaglecrest drive, Gibsons, BC** | Dates: Sept 24th, 2026 Sept 25th, 2026

☐ Architect's Instruction | AMA Project No.:**1638** | Weather: Overcast,Rain

☐ Telephone Call | Contractor: **Panorama West Group.** | Time: **8:30 AM**

☐ Memo | Superintendent: **Victor Kimkoech,**

Present: F. Marchand, Vipran Sandhu, Victor Kimkoech, Perrie Rai, Rob Chetner, Ben Bee, Jordan Ditchfield

14. Guards to be completed along East walkway level 1 in front of builings and at multiple access / exit stairs. Privacy screens and gates also missing between patios:
Refer to details on SI-48 R1.

44.2.11 Amenity Building exterior specific:

1. Exterior stair handrails missing. Refer also to 44.2.10.1 of this report for stair remediations required.
2. West entry patio needs completion pavers, planter location, guards.
3. Siding and stone to be completed at North and south facades and partially at base of East face.
4. Exposed columns and beams: Although 4 coats of clear sealer was applied (as confirmed by Kindred) it may be beneficial to add a semitransparent stain to maintain the color and further protect as they have now weathered to a lighter tone. To be reviewed.
5. Roof downspouts to be installed: The current 2 roofs drain pipes to not extend down enough below the soffit (to allow installation of RWL) and water is spilling over the siding below, which shows sing of deterioration. Siding will have to be replaced prior-to remediation of the drain pipe and installation of the downspout.
6. Boiler room wall requires siding. Refer to detail 4/A520 for termination detail. This detail applies also to the top of siding at the North and South face adjacent to the concrete upstand walls of the entry patio.
7. Outdoor showers and outdoor water drinking fountain to be installed.

44.2.12 Interior General items applicable to all buildings B5 to B12

1. Exit stairs:
- Carpet installed although some nosings are missing.
- Tactile warning at top of stairs at floor level as been installed only at buildings 7 and 8.
- Handrails are missing throughout Please note that wider west stairs of buildings 9 to 12 require handrails on both sides.
2. Exit stairs mechanical rated shaft (west stair of each building) remains incomplete at all buildings. Level 3 only for B9-B12, Levels 3 and 2 for B5-B8.
Please note: sprinkler pipes to remain outside of shafts.Lobb
3. Exit stairs doors: incomplete throughout, some doors are completely missing, some require hardware, sills and weatherstrip and peepholes. Most require painting inside and out.

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4. Common lobbies:
   - Floor finish missing thoughout aside for a few locations at parkade level where carpet was installed. As a rule, tile flooring is scheduled to be installed at exit levels: Level 2 for B5-B8 and level 3 for B9-B12. Refer to ID specs.(SI-55)
   - All unit entry doors leading to lobbies require door sills (low accessible sill) and acoustic seals, some are missing the viewers.
   - Ventilation louvers and recessed fire extinguisher (recess provided) are missing throughout.
   - None of the automated door openers required at the main entry doors are installed.
   - Wall detailing shown on ID drawings are not yet started. (Refer SI-55)
   - Wall sconce lighting not installed
   - Some of the units entry doors have large gaps around door frame: prior to installing casing the gaps need to be filled with mineral wool.
5. No interior signage installed. We prepared an extensive interior signage list that was provided to Kind for review.
6. Evacuation plans required beside elevator at all stops in lobbies have been reviewed and approved, fabricated, but not yet installed. (Kind is in possession of these signs)
7. Handset phones for firefighters communication with elevator cab are required for B5-B8 and located in each lobby: No rough-in nor Handset noted in these lobbies.

44.2.13 Building 5 Interior specific

1. **Common areas**
   - West exit stair, level 1 last riser is 7 ½" high (max 7" allowed) Carpet to be replaced with tiles to raise the floor. Tile can carry to the adjacent elevator lobby or add sloped transition at door.
   Note : this issue was flagged at framing stage report 17:
   B5-B6 L2 plywood subfloor variations from drwgs: Stair riser corrections (Previous 17.2.1.11): B5 and B6 stair risers were measured on site, and the stair framing was confirmed ***not fixed; not complying with SI #113****; the bottom risers still measured too high (7 ¾" at B5, 7 ½" at B6). The maximum allowable riser height is 7.08". Kindred confirmed they will apply tiles at the bottom landing of the exit staircase to increase the height of the floor level to the correct riser height and apply a door threshold transition strip to maintain the current lobby floor level.*
2. **General Residential Units completion level**
   - All units are painted except for some minor areas; tape still in place at most location, final review of painting to be executed once units are cleaned.
   - Some minor drywall repairs required at patches
   - Mirrors and glass partitions not installed

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- A few plumbing fixtures are still to be installed
- A few appliances need install (all on site)
- Hood fan cover shroud to duct not installed.
- Wood mantles at fire places not installed
- W/D trim kit missing
- Majority of door hardware missing
- Some doors are not installed.
- For all W/D in closets Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

Aside for unit 109, other units were not review due to lack of time but it is assume the same level of completion as observed on unit 109 (current site office)

3. **B5-109** (custom unit revert to typical; refer to SI-111)
   - General items only
4. **B5-209** (custom unit; refer to SI-117)
   - Not reviewed: General items assumed
5. **B5-210** (Pensio property Group 2a units: refer to SI-88R1)
   - Not reviewed: General items assumed
6. **B5-309** (custom unit; refer to SI-115)
   - Not reviewed: General items assumed
7. **B5-310** (custom unit; refer to SI-119)
   - Not reviewed: General items assumed

44.2.14 Building 6 Interior specific

1. **Common areas**
   - Door sills at unit entries incorrect (they appear to be for exterior doors)
   - Drywall layer missing at hinge side of exit steel door frame to exit stair of unit 211.
   - Level one bottom riser at exit stair not reviewed but could be similar to Building 5. To be reviewed for remediation if required.
2. **General Residential Units completion level**
   - All units are painted except for some minor areas; tape still in place at most location, final review of painting to be executed once units are cleaned.
   - Some minor drywall repairs required at patches
   - Mirrors and glass partitions not installed
   - A few plumbing fixtures are still to be installed

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- A few appliances need install (all on site)
- Hood fan cover shroud to duct not installed.
- Wood mantles at fire places not installed
- W/D trim kit missing
- Majority of door hardware missing
- Some doors are not installed.
- For all W/D in closets, Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

3. **B6-111** (Pensio property Group 2a units: refer to SI-88R1+add missing ERV refer to SI-80R1)
   - Drywall to be completed on W/D Pocket door frame.
   - Erv not installed; this will require remediation as ceilings are finished.
   - Hole in kitchen wall opposite bathtub, plumbing adjustments drywall repair + Access panel required

4. **B6-112** (Bedroom flooring change; refer to SI-124)
   - W/D and Dishwasher not installed
   - drywall required at framed bulkhead above master bedroom entry recess.
   - Painting required at main bath wall repair area.
   - Window sill missing in ensuite bathroom
   - One ensuite sink needs cleaning (or replace if not cleanable)

5. **B6-211**(Pensio property Group 2a units: refer to SI-88R1)
   - Cabinets and appliances install not completed at kitchen.
   - W/D not installed

6. **B6-212**
   - Fridge not in place, dishwasher and W/D not installed
   - Large patch of wall unpainted at corridor
   - carpet not installed

7. **B6-311** (custom unit; refer to SI-120)
   - Den custom glass door Missing: Framed walls required for door to slide behind per latest correspondence. Review requirements with door supplier.
   - Kitchen cabinets incomplete due to den door
   - Plumbing install to be completed in one shower.
   - Custom door missing to bathroom of 2nd bedroom.
   - Rough-in for A/C to be capped off, but still fire stop to party wall. Remove open box were present, add drywall, firestop to pipe and then cap off.
   - Complete lighting install Throughout.

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8. **B6-312** (custom unit; refer to SI-114)
   - B6-312: Louvre install to accommodate washer/ dryer air flow requirement (Prev 33.2.15)
   Placement of the louvre required for the washer/ dryer inside the laundry closet was reviewed on site for this unit since the louvre can't be installed onto the custom glass sliding door (per SI #125 direction). We instructed kindred to place the louvre above the door and keep it centered, (both vertically between top of header frame/ underside ceiling, and horizontally). Louver type ans Size can remain the same as what is being proposed for all standard W/D doors per SI 125.
   Update: Drywall completed, no opening nor louvre installed

44.2.15 Building 7 Interior specific

1. **Common areas**
   - B7 Level 1 East exit corridor (Previous 24.2.4.9)
   The extended drop ceiling framing over gas lines was not framed as a shaft wall assembly as required. This area is now drywalled. A large note was marked up on the ceiling to remove and add shaft walls, confirming it was missed. Contractor to send photos of these drop ceiling repairs if closed up again prior to our subsequent field review .

2. **General Residential Units completion level**
   - All units are generally completed except for minor deficiencies
   - Hood fan cover shroud to duct not installed.
   - Water shut off for tubs are missing the cover plate
   - Fire place mantles to be installed
   - For all W/D in closets, Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**
   - Aside for units 214 and 313, other units were not review due to lack of time but it is assumed the same level of completion as observed in these unit.

3. **B7-113** (Bedroom flooring change; refer to SI-124)
   - Not reviewed: General items assumed

4. **B7-114** (Bedroom flooring change; refer to SI-124)
   - Not reviewed: General items assumed

5. **B7-213** (Bedroom flooring change; refer to SI-124)
   - Not reviewed: General items assumed

6. **B7-214** (Pensio property Group 2b units: refer to SI-89)
   - Den pocket doors need stop to prevent opening out of the pocket and hardware.

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7. **B7-313** (custom unit; refer to SI-98R3)
   - Floor finish incomplete at entry
   - W/D not installed,
   - ERV? Control to be installed in Ensuite
   - Pony wall at tub to be completed.
   - Glass enclosure of toilet not installed.
     Please note: Ther was discussions with glass supplier to eliminate the drywall bulkhead per the unit buyer's request. This is to be confirmed.
   - Electrical cover plate below window of ensuite: To be determined what this is for.
   - Hardware missing in den pocket door.
   - Custom kitchen cabinets to be completed.
     Please note: the drywall end wall was built by mistake (not on plan nor kitchen shop drawings. Required remediation to be discussed with unit's buyer.

8. **B7-314** (Bedroom flooring change; refer to SI-124)
   - Not reviewed: General items assumed

44.2.16 Building 8 Interior specific

1. **Common areas**
   - B8 level one East exit corridor (previous 14.2.5.4):
     The gas lines entering the corridor require a rated shaft and should follow assembly SW1; remove the drop ceiling framing currently installed below these gas lines and rectify by extending the rated shaft started beyond.

2. **General Residential Units completion level**
   - All units are generally completed except for minor deficiencies
   - Hood fan cover shroud to duct not installed.
   - Water shut off for tubs are missing the cover plate
   - Fireplace mantles to be installed
   - For all W/D in closets, Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**
   - Aside for units 116 and 316, other units were not review due to lack of time but it is assumed the same level of completion as observed in these unit.

3. **B8-115** (Bedroom flooring change; refer to SI-124)
   - Not reviewed: General items assumed

4. **B8-116** (Bedroom flooring change; refer to SI-124)
   - Hardware missing in den and closet pocket doors.

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- Obscure window at B8-116 master bedroom (Previous 13.2.14)
  Obscure window installed where it should be clear. Glazing to be replaced in this window.

5. **B8-215** (custom unit; refer to SI-92)
   - Not reviewed: General items assumed
6. **B8-216** (Bedroom flooring change; refer to SI-124)
   - Not reviewed: General items assumed
7. **B8-315** (Bedroom flooring change; refer to SI-124)
   - Not reviewed: General items assumed
8. **B8-316** (custom unit revert to typical except with wine fridge; refer to SI-97)
   - ERV? Control to be installed in Ensuite
   - Den pocket doors need stop to prevent opening out of the pocket and hardware.

44.2.17 Building 9 Interior specific

1. **Common areas**
   - Lockable metal hinged plate gate at least 4' high to be installed at the bottom of the ladder to roof to avoid the climbability issue with the close-by solid guard upstand.
   - East stair exit corridor level1: Rated ceiling opened to be repaired; ensure correct amount of drywall is installed.
2. **General Residential Units completion level**
   - All units are painted and mostly cleaned. Final review of painting to be conducted once work is completed.
   - Hanging pot lights to be put back in pace
   - Some minor drywall repairs required at patches
   - Hood fans not installed.
   - Some doors are not installed.
   - Some door hardware missing
   - Some fan covers and cover plates to be installed.
   - For all W/D in closets, Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**
3. **B9-117** (custom unit revert to typical; refer to SI-121 and SI-124)
   - Door hardware missing
   - Hood fan not installed in most units
   - Bathroom fan cover missing

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- Remediation to drywall required at Living room A/C wall unit: Ceiling and wall are fire separation ; ensure correct layers of drywall are installed.

4. **B9-118** (custom unit; refer to SI-123 and SI-124)
   - Remediation to drywall required at Living room A/C wall unit at ceiling: This is a fire separation ; ensure correct layers of drywall are installed.
   - Door hardware missing
   - Hood fan not installed
   - Fridge not present
   - Custom Barn door to main bath not installed.
   - Bathroom fan cover missing

5. **B9-217** (Pensio property Group 2a units: refer to SI-88R1)
   - Main bath: complete remediation required at sink area (water leak now repaired) includes drywall etc.
   - Dryer is missing
   - W/D trim kit missing
   - Kitchen cabinets incomplete
   - Hood fan not installed
   - Ensuite vanity lights not installed
   - Ensuite window sill needs finishing.
   - Ensuite painting incomplete.

6. **B9-218** (Pensio property Group 2a units: refer to SI-88R1)
   - Water shut off in master beside main bath needs cover plate.
   - Opening to master closet needs finishing at jambs
   - Ensuite vanity lights not installed
   - Bathroom fan cover missing in ensuite
   - Complete install of laundry room pocket door
   - Large hole beside entry door and casing missing

7. **B9-317** (custom unit; refer to SI-118)
   - No shower glass and no mirror in main bath.
   - No hardware in doors
   - W/D not present
   - Hot water tank not hooked up, Partition missing in 2nd bedroom closet>
   - Skylight wire lighting not installed
   - Hood fan not installed
   - Floor finish incomplete

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- Beverage fridge missing
- Fireplace finish appears incomplete.
- Kitchen cabinets incomplete
- Master ensuite Tub not installed, vanity lights missing, glass partitions and mirror missing.

8. **B9-318** (custom unit revert to typical; refer to SI-102R1)
   - No hardware in most doors
   - Main bath floor thermostat missing
   - Floor finish in bedrooms missing
   - Closet pocket doors missing
   - Door not installed at hot water tank closet
   - Door missing n master closet

44.2.18 Building 10 Interior specific

1. **Common areas**
   - Lockable metal hinged plate gate at least 4' high to be installed at the bottom of the ladder to roof to avoid the climbability issue with the close-by solid guard upstand.

2. **General Residential Units completion level**
   - All units are painted and mostly cleaned. Final review of painting to be conducted once work is completed.
   - Bathrooms glass partitions and mirrors are missing throughout
   - Hood fan cover shroud to duct not installed.
   - Some minor drywall repairs required at patches
   - Some doors are not installed.
   - Some door hardware missing
   - Some fan covers and cover plates to be installed.
   - For all W/D in closets, Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

3. **B10-119** (Bedroom flooring change; refer to SI-124)
   - Shower head missing in may bath
   - Access panel missing at ceiling of laundry room.
   - Hanging pot lights to be put back in place
   - Some drawers need to be installed in kitchen cabinets

4. **B10-120** (Bedroom flooring change; refer to SI-124)
   - Hanging pot lights to be put back in place
   - Floor finishes not installed in bedrooms.

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- Access panel not installed at ceiling of master bath.
- Thermostat missing in master.
- Hardware missing in most doors
- Doors missing at W/D closet.
- Panel missing between hot water tank and closet.

5. **B10-219** (Pensio property Group 2a units: refer to SI-88R1)
   - Door to hot water tank closet not installed
   - Access panel missing at ceiling of laundry room.
   - Hardware in most doors missing
6. **B10-220** (Pensio property Group 2b units: refer to SI-89)
   - Partition missing in Hot water closet
   - Hardware in most doors missing
7. **B10-319** (Bedroom flooring change; refer to SI-124)
   - Bathroom fan cover missing
8. **B10-320** (custom unit revert to typical except with wine fridge; refer to SI-96)
   - Hardware in most doors missing
   - Cover plates missing at water shut offs
   - Partition missing in Hot water closet

44.2.19 Building 11 Interior specific

1. **Common areas**
   - Could not enter upper elevator lobby (Courtyard level) but we previously noted that the concrete topping was place right up to the finish level of the door sill and elevator, not allowing for tile floor finish. This is to be reviewed to see how this can be remediated. Completion is most likely at the same level of building 12 lobby.
2. **General Residential Units completion level**
   - All units are generally completed except for minor deficiencies
   - Hood fan cover shroud to duct not installed.
   - Water shut off for tubs are missing the cover plate
   - For all W/D in closets, Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**
3. **B11-122** (Typical unit with flooring change: refer to SI-95)
   - Display suite with furniture
   - Cannot open the main bath door fully (hits the vanity) reverse door swing to open outward.

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- Cleanout at base of wall in corridor requires rated access panel because this is a rated fire separation wall to the adjacent common lobby.

4. **B11-123** (custom unit; refer to SI-58R1)
   - Counter in laundry room does not have a sing but a counter top with a hole for a sink was installed. To be replaced.
   - Closet and den pocket doors need stop to prevent opening out of the pocket.
   - Pocket door to dens are missing hardware.
   - Door to ensuite is not installed
   - Hood fan not installed
   - Kitchen cabinets bottom kicks are missing.
5. **B11-222** (Pensio property Group 2b units: refer to SI-89)
   - Den pocket doors are missing hardware
   - ERV access panel to be installed.
   - Thermostat missing in ensuite
   - Hardware missing in closet bi-pass doors
6. **B11-223** (Pensio property Group 2a units: refer to SI-88R1)
   - Hardware missing in closet bi-pass doors
   - Thermostat missing in ensuite
7. **B11-322** (custom unit; refer to SI-59R1)
   - Pocket doors missing at den
   - Thermostat missing in ensuite
   - ERV access panel to be installed.
8. **B11-323** (custom unit; refer to SI-87)
   - Hardware missing in closet bi-pass doors

44.2.20 Building 12 Interior specific

1. **Common areas**
   - Upper elevator lobby (Courtyard level):
     Concrete topping was place right up to the finish level of the door sill and elevator, not allowing for tile floor finish. This is to be reviewed to see how this can be remediated.
     Water appears to be coming in through the door sill (drain clogged?)
     Drywall , painting, window sills need to be completed.
2. **General Residential Units completion level**
   - All units are generally completed except for minor deficiencies

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ARCHITECTS REPORT Report Number: **44**

■ Field Review Report | Project: **Eagleview Heights Phase 1, 468 Eaglecrest drive, Gibsons, BC** | Dates: Sept 24th, 2026 Sept 25th, 2026

☐ Architect's Instruction | AMA Project No.:**1638** | Weather: Overcast,Rain

☐ Telephone Call | Contractor: **Panorama West Group.** | Time: **8:30 AM**

☐ Memo | Superintendent: **Victor Kimkoech,**

Present: F. Marchand, Vipran Sandhu, Victor Kimkoech, Perrie Rai, Rob Chetner, Ben Bee, Jordan Ditchfield

- Hood fan cover shroud to duct not installed.
- Water shut off for tubs are missing the cover plate
- For all W/D in closets, Install louvre to laundry closet door (appliance manufacturer requirement) see **SI-125**

3. **B12-124** (custom unit; refer to SI-91)
   - Fire place mantle missing
4. **B12-125** (custom unit; refer to SI-90)
   - Floor finish missing in 2nd bedroom
   - Closet doors missing in 2nd bedroom
   - Cleanout at base of wall in corridor requires rated access panel because this is a rated fire separation wall to the adjacent common lobby.
5. **B12-224** (Pensio property Group 2b units: refer to SI-89)
   - Den pocket doors need stop to prevent opening out of the pocket
6. **B12-225** (Pensio property Group 2b units: refer to SI-89)
   - Den pocket doors need stop to prevent opening out of the pocket
   - ERV control? Missing at ensuite
7. **B12-324** (custom unit; refer to SI-56R2)
   - ERV control? Missing at ensuite
   - Ring towel holder to be installed
   - Den pocket doors need stop to prevent opening out of the pocket.
   - Bi-Pass closet doors missing
   - Access panel to be installed in Laundry room
8. **B12-325** (custom unit; refer to SI-57R2)
   - Most doors are missing hardware
   - ERV access panel to be installed

44.2.21 Amenity building interior:

1. Painted in majority.
2. Drywall installation to be completed once temporary floor is removed from the double height space.
3. Drywall remediation required on perimeter of gym's interior windows.
4. Floor registers missing at gym floor.
5. Rubber Floor finish missing in gym and interior stair.
   Please note: The owners (kind) is suggesting to eliminate the flooring on the tsairs and leave

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exposed concrete. To be reviewed because the main floor is polished concrete and may clash with the unpolish stairs.

6. On the mechanical drawings there is a transfer grille required in the gym above the door leading to the stair. This appears to be missing. Mechanical engineer to review.
7. Glass guards and handrails missing at the interior stair
8. Multiple access and cover panels still to be installed throughout the ground floor>
9. All cabinetry and counter not yet installed
10. Recess for fire extinguisher not provided besid the door to storage under the stair.
11. Door the storages are missing.
12. The fire rated door between lounge and washrooms is missing.
13. No plumbing fixture nor washroom accessories installed.
14. All doors are missing hardware.
15. Tile finish not installed in showers nor required accessories.
16. Floors of shower rooms to be tiled as previous agreed.
17. Wood baseboards installed by mistake: cove d tiel baseboards are required for all wet areas serving the pool i.e. washrooms, showers, mechanical room; to meet the health requirements.
18. Provide cover panel for the exposed metal duct behind the male toilet.
19. Pool equipment not yet installed in pool mechanical room.

44.2.22 Pool area

1. Interior of pool finish to be completed including lights.
2. Pool border to be completed either with tiles as previously suggest or concrete finish suitable to health approval. To be reviewed by the pool consultant.
3. Fences, gates , handrails and missing guards to be completed. Please refer to SI-142 R1 for access control systems to pool area and gate design.
4. Outdoor showers and drinking fountain to be installed.
5. Mechanical for pool to be completed.
6. Outdoor clock and various signage to be installed as noted on the pool drawings. Exact locations to be determined once all components are installed.
7. Tactile warning at top of stairs and nosing panting to be completed.at all stairs.

44.2.23 P1-P2 Underground parking levels

1. Firestopping throughout is incomplete: refer to Field review # 40.1 issued Nov. 12, 2025. None of the deficiencies noted have been completed.
2. P2: Clearance issue at parking stalls 84 and 85 (drive aisle side) (first flagged at suspended slab framing stage march 2023)
   SOG at P2 at GL PK / P17 (parking stalls 84 and 85) overhead clearance issue (Prev. 5.2.8)

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Not built per drawings; SOG to be lowered to meet the minimum clearance throughout. (2m- 6'-6 ¾" minimum required; our design showed 6'-8")
Update: The slab has recently been repoured **but the 2m clearance is not met**. Further to this, electrical is running conduits under the slab band directly above, which creates an even lower clearance. This needs to be reviewed and rectified as this low clearance is occurring above the drive aisle. **Low clearance sign will not be accepted because it is at the front of the stall and above the drive aisle. Contractor to provide remediation solutions.**
Further update: light fixture now installed and some sort of camera device below the clearance. All this needs to move and slab level below needs to be lowered by at least 2".

3. P2: Clearance issue:
   Insulated water line and ducting running below slab band between entries to B11 and B12 (parking stalls 91 and 92) are running below the clearance to far away from the back wall. They need to move closer to the back wall or further away from it where clearance allows.
4. Other clearance issues that may occur to be reviewed at a later date.
5. Ventilation ducting installed at about 85%, some ducts remains unconnected, multiple registers not yet installed.
6. Sprinkler installation about 95%
7. Painting completed at 90% with areas unpainted at areas where materials are stored.
8. Plumbing runs appear almost complete; some pipes are leaking; refer to the beginning of this report.
9. Lighting and safety items all appear to be installed.
10. None of the automated door openers are installed.
11. Fobs and access controls do not seem to be fully installed.
12. Parking line painting and walkways areas not done
13. All doors need adjustments, not all are painted, some are missing hardware, weather stripping and sills missing at all exterior doors.
14. No door signage installed.
15. Clearance signs still to be determined once all components are installed.
16. Various metal shrouds will be required for protection of low piping and components. To be determined once all is installed and parkade levels are cleared.
17. Traffic coating required at multiple areas not yet applied.
18. P1: Stall #36: Guard required around slab depressions at waterlines entry.
19. P1 entry to South refuse room: concrete buildup required.
20. P1: Overhead entry gate is missing the picket header,
21. P1 : Entry vestibule to B5 and B6: Stairs require tactile warning at top of stairs, nosing painted and handrails.

C.c. Vipran Sandhu (Panorama West) Architects Rep: Francois Marchand Architect AIBC
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22. P1 Exterior parking: wheel stops to be installed.
23. P2 : Bike racks and screen lockers to be installed in ther respective rooms below B5,B6 and B7. (Only 25 % installed in the rooms below B8).
24. P2 Electrical room North: Hydro meters to be installed (will help with partial occupancy for B1-B4 which have their meters in that room).
25. P2 Elevator machine rooms behind B9 and B11: Separation wall with door required to create electrical room: not yet built.
26. P2 Electrical room behind B11: Stair requires handrails
27. Both parkade exhaust shafts require grille cover.
28. P2: Vestibule to B12: Stair down to elevator machine room required guard and handrail.
29. P2 rated shafts required at exit vestibule for B11 and B12
    B11 and B12: Level 3 / P2: second vestibule leading to exterior exit stair (Previous 35.2.4.7):
    Issue raised by Kindred on site if services at ceiling going through should be shafted.
    We reviewed with our code consultant (Steven Hart): Because this is essentially the continuation of the residential elevator vestibule exit sequence, a secure exit path needs to be provided up to the exterior door to the exterior exit stair from the vestibule. It was then determined that all services such as water lines and gas lines need to be enclosed in a rated shaft to ensure the protection of the exit path. Please use a combination of shaft assembly SW1 (horizontal) and SW3 (Vertical sections. Shaft assemblies are 4" thick overall.
    Refer to attached architectural sketches SKA 42.1 (B11) and SKA 42.2 (B12) for execution.
    Please note that some electrical (serving the exit) needs to be moved (offset) away from the drop areas as no penetrations from electrical junction boxes are allowed. Properly firestopped electrical conduits can go through the shafts
30. P2 Rated shafts required in elevator machine room behind B12:
    Services inside storage/elevator machine room (Previous 13.2.6.1):
    The pipe running along the east wall of the elevator machine room is a water distribution line, which serves B12, not the elevator room. The contractor indicated that the elevator supplier did not have any concerns with B12 services in the room if they are inside a rated shaft.
    Update: Fluid Engineering (Charles Powell) confirmed via email that it can be shafted. Please rip out the current incorrect shaft and replace with a proper one (use assembly SW 1 horizontally and SW3 vertically. It is the same shaft depicted in SKA 42.1 and 42.2 attached to this report)
31. P1 Rated shaft required for duct run from B6 to exterior:
    Shaft not yet installed and required per plan: Combination of assembly SW 1 horizontally and SW3 vertically. It is the same shaft depicted in SKA 42.1 and 42.2 attached to this report)

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44.2.24 Fire alarm kiosk:

1. Fire alarm kiosk located at the top of the Amenity access stair is to be completed.
2. Siding gutter and downspout , lock box and signage remains to be installed.
3. Temporary steel door to be replaced with a steel door with half lite and to be painted.
4. Inside, the annunciator panel Passive display graphic plan remains to be installed.
5. Refer to details page A501
6. It is recommended to complete prior-to partial occupancy of B1-B4 because The fre department requested access to it.

44.2.25 Concrete, waterproofing and remaining items on suspended slab roof above P1 -P2 (common areas)

1. Concrete topping surfaces are 95% completed. Remaining:
- Topping stairs on each side of the main access ramp (between B6 and B7)
- Wall at North end of Planter West of B5; as noted at Item 44.2.1.3 of this report.
- Topping exit stairs leading to P2 (exits) in front of B9 and B10
- Top of stair between B11 and B12
- trench drain at end of loading bay requires a concrete curb to close the south side against the pavers
- Various remediations and fixes throughout.

2. All Common area pavers to be installed

3. Install trench drain grates & angles.
Metal angle around the trench opening (to frame and insert the trench grate into) was not embedded into place. Angles to be mechanically secured and grouted in place
Metal angles are on site but not yet installed.

4. Line painting to be completed for parking and loading zone.

5. All exposed concrete to be sealed as noted on drawings.

6. Various signage on posts to be installed (refer to site plan page A104ab)
Install on top of walls instead of inside planters.

7. Typical Gumlip flashings (with caulking at top) required at multiple areas to conceal exposed roofing membrane.
Site discussion: Base flashing sequence at exterior lobbies and stairs (Previous 36.2.8.17):
Various flashing conditions were discussed with the roofing contractor who is taking care of this scope of work. We confirmed that their base flashing install should only be completed once the concrete topping has been poured, to ensure flashing does not get embedded into

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the concrete floor, the only exception to this is at the B9 and B10 exterior stairs: a flashing strip can be installed prior to pouring the stairs to simplify flashing install at each step. We also confirmed to provide 6" height typical at all wall flashing bases with gum-lip. For the B11 and B12 exterior stair flashing base, separate flashings would need to be installed at each step, followed by one linear flashing strip directly above the nosing line. A photo example was provided for this. For the flashing wall base transition at B9-B12 exterior stair mid-landings (outer wall corners), refer to details 1 and 2 on page A403; elevations of this flashing detail are provided to clarify this. Refer to site instruction #113, page A402 and A403, showing these details/ detail references

8. Some of the metal planters need to be located at the correct location.
9. Lighting bollards to be installed at based provided. Remaining all East of the second row of buildings.
10. Various waterproofing deficiencies reported on the last roofing inspection report (Report #19) to be remediated.

44.2.26 Guards

1. Guards installation to common areas is about 50% completed.
2. Exterior Handrails to common areas are about 30% completed.
3. None of the exterior gates and privacy screen to private areas are installed.
4. Refer to site plan and large scale plans for specific areas.
5. Guard requiring remediation:
   Guard at exterior stair mid-landing between B11 and B12 mounted incorrectly (Prev.30.2.6)
   Guard has been installed on the wrong side of the curb wall. This is not acceptable as it will conflict with the adjacent handrails. Guard is to be removed and replaced by a taller one, anchored to the east side of the wall. Removal/ repair of the waterproofing of the curb is the guard supplier's responsibility. Installation of the guard to be in accordance to the approved guard shop drawings (submission 192) Latest version reviewed December 09, 2023 and SI-51 was Issued October 02, 2023.

44.2.27 Elevators (B5-B12)

1. All elevators are installed; we assume final inspections remain.
2. Finish flooring (ceramic tiles) have no been installed inside the cabs

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3. Required phones: Prior-to the shutdown the following information was confirmed:
   - For B5 to B8 elevators:
     Handset phone required at entrance lobby (2nd floor) to be able to communicate with people inside the cab from the lobby.
     None have been installed to date
   - For B9 To B12 Elevators:
     Handset phone required in the remote elevator machine room to communicate with the elevator cab.
     None have been installed to date.

4. Issue with elevator of B10
   It was reported that the piston of B10 elevator is defective and may need replacement.
   Please review with Otis who reported this issue and confirm required remediation.

44.2.28 Sierra slope retaining wall:

Rectification required: direction required for finishing the top of walls (Previous 33.2.16)
Currently the top of all sienna sloped retaining walls (East of B11 and B12) have been left unfinished with the mesh layer extending out by a few feet. It's unclear how these areas are supposed to tie in with the final landscaped areas since the instructions of SI-48R1 were not followed. Refer to RFI 264: Braun Engineering needs to review and comment on this and provide further direction.
Braun responded to RFI 264 with solution and details to be followed.(Braun response to RFI 264 is attached

44.2.29 Landscaping (Landscape Architect to confirm):

1. Landscaping completed at the beginning of the year requires clean up and maintenance as it is overgrown and full of weeds.
2. Aside from the grass areas and central park, about 75% of the planting has been completed around the building.(Landscape architect to confirm)
3. Wood borders against gravel strips are missing at 90% of the areas
4. South sideyard stair required for access to B12 Outdoor A/C unit (From B-8 Patio) for maintenance. Landing and grading at gate to B8 to be completed.
5. Grass turf not installed throughout.
6. Landscape area between B7 and B8:
   - Grade appears to low
   - Metal access panel required to cover the top of the wood ties box concealing the gas lines coming from P2.
7. Central Park: this area is the subject of a stop work Order from the town due to grading issue. Remediation required throughout to ensure compliance with current landscape drawings.

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44.2.30 Off-site civil and ESC required remediations

1. The offsite civil work at the bottom of the site along Stewart road and ESC implementations are also the subject of the town stpp work order
2. Extensive remediations are required to match the current interim civil plans.
3. Please review with the civil engineer and geotechnical engineer for required remediations.
4. Approval of this work by the town is required for approval of the partial occupancy of B1-B4.

44.3 End of field review.

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REPORT 44, ITEM 44.2.1.3

Kindred Construction Ltd
1486 East Pender Street
Vancouver, British Columbia V5L 1V8
P: (604) 736-4847

REPORT 44, ITEM 44.2.2.2.a)

Project: 21018 Eagleview Heights
464 Eaglecrest Drive
Gibsons, British Columbia V0N 1V8

RFI #306: Footing for lamp post base above gas line

Revision	0	**Status**	Open
To	Francois Marchand (Ankenman Marchand Architects) Tanya Mastschuch (Weiler Smith Bowers) Rachael Cheung (Ankenman Marchand Architects) Jeff Bugg (Weiler Smith Bowers Consulting)	**From**	Jordan Ditchfield (Kindred Construction Ltd)
Date Initiated	Nov 4, 2025	**Due Date**	Nov 6, 2025
Location			
Cost Impact	TBD	**Schedule Impact**	
Spec Section			
Drawing Number		**Reference**	
Linked Drawings			
Copies To	Rachael Cheung (Ankenman Marchand Architects), Jordan Ditchfield (Kindred Construction Ltd), Danny Emerson (Kindred Construction Ltd), Maryam Malekpour (Kindred Construction Ltd), Darren Manning (Kindred Construction Ltd), Francois Marchand (Ankenman Marchand Architects), Steve Pawlychka (Shade Construction), Perrie Rai (KiND Development Group), Frank Soellig		
Originating Contractor	Kindred Construction Ltd	**Project Status**	



Activity

Question

Question from Jordan Ditchfield Kindred Construction Ltd *on Tuesday, Nov 4, 2025 at 01:48 PM PST*

We are proposing a 3' x 3' x 10" deep concrete footing for this lamp post base above the gas lines. 15m rebar mat to be used at 18" oc each way 3" above soil. 20 m Rebar for lamp post base will be drill and epoxied in after pouring the concrete footing. Please advise if this acceptable.

Attachments
834557BA-4A22-4E56-B7BE-9FE46424CA0F.jpeg

Awaiting an Official Response

All Replies

Response from Francois Marchand Ankenman Marchand Architects *on Friday, Nov 7, 2025 at 01:33 PM PST*

Based on Tanya's response this will bring down the bottom of footing most likely below the gas line level.
Please locate the gas line and relocate th lamp post base South to clear it.
Please provide sketch on plan to confirm final location for our records.

Response from Tanya Mastschuch Weiler Smith Bowers *on Friday, Nov 7, 2025 at 08:06 AM PST*

WSB:

Please have 3'x3'x12" deep footing, R/W 3-15M02.6 EW top and bottom.
The top of footing will be minimum 18" below the finish grade.
Have the dowels cast-in:
- 6-20M if 18" diameter base
- 8-20M if 18"x18" square base

SSI 021 is for the lamp base on the suspended slab only.

Response from Francois Marchand Ankenman Marchand Architects *on Thursday, Nov 6, 2025 at 03:54 PM PST*

1. Structural to confirm the proposed fotting for this 18" diameter reinforced concrete base on grade supporting a 14' tall lamp post. (refer to SSI 021 for reinforcing provided for concrete base on suspended slab).
2. Kindred to verify with Fortis if there is an issue with having the concrete base on top of the gase line: If yes, please relocate the lamp post and base South, as required to clear the gas line.

Response from Jordan Ditchfield Kindred Construction Ltd *on Wednesday, Nov 5, 2025 at 11:33 AM PST*

See pictures of shut off and location of lamp post in relation to the main gas connection

Attachments
ADFF7FBE-766C-400A-AEE9-BD412362BD73.jpeg, 9C887CAB-7BF5-4278-A36C-D3649766511C.jpeg

REPORT 44, ITEM 44.2.2.2.a)

NOTE:
- REFER TO CIVIL DRAWINGS , WATER SERVICE CONNECTIONS, SANITARY SERVICE, STORM CONNECTION, TELUS/SHAW CONNECTION, FIRE HYDRANTS
- REFER TO LANDSCAPE DRAWINGS FOR ALL MATERIALS SPECIFIC TO LANDSCAPING
- REFER TO MECHANICAL DRAWINGS FOR RAINWATER LEADERS (RWL) UNDER CONCRETE, SIAMESE

EAGLECREST DRIVE

PL= 184.205 m

BUILDING 1

BUILDING 2

BUILDING 3

BUILDING 4

BUILDING 5

BUILDING 5
LEVEL 2
EL:341.575'

BUILDING
LEVEL 3
EL:331.81'

Depicts location on plan of Elastomeric paint on repaired and parged concrete wall (Exposed concrete below porches)
Paint color: to match Benjamin Moore # HC-105 (Rockport Gray)

interface block to wall :
OK but cut back membrane to face of block

interface block to wall :
OK but cut back membrane to 4" from face of block and grade. Add gumlip flashing along block (6") to cover membrane (see detail #4)

interface block to wall :
OK no changes required

interface block to wall :
OK no changes required BUT Confirm if weather barrier overlaps membrane.
Ready for cultured stone cladding See detail #3

interface block to wall :
OK but cut back membrane to 4" from face of block and grade. Add gumlip flashing along block (6") to cover membrane (see detail #4)

interface block to wall :
OK but cut back membrane to face of block

interface block to wall:
Remediation required detail #2
Board and batten cladding
Flashing and cladding will require removal.

interface block to wall :
OK no changes required

interface block to wall :
OK but cut back membrane to face of block

interface block to wall:
Remediation required detail #1

interface block to wall:
Remediation required detail #1

interface block to wall:
Remediation required detail #2a
Cultured stone cladding
cladding

interface block to wall:
Remediation required detail #2
Board and batten cladding

interface block to wall:
Remediation required detail #1

interface block to wall:
Remediation required detail #1

interface block to wall :
OK no changes required

Cladding has to be opened to tie in SBS membrane to wall membrane and saddle flashing

See detail#5

Extend SBS membrane up and over the concrete parapet on the red portion of wall and lap over Weather barrier on concrete wall. Weather barrier to be continuous down and tie-in to the on the wood frame portion of the cladded wall.

Cut reglet here on the horizontal surface of concrete parapet top to terminate SBS and cap flashing into reglet

18183

extend cladding all the way up

cap flashing

extend gumlip flashing edge up to top of wall and tie-in with parapet flashing

Aug 27 2025:

Aug 13 2025: see new items, Perrie noted that he will discuss alternate cladding options with Architect.

Jul 31 2025: Building 5: North Elevation:

Remedial work required to concrete.

Stop parging on a straight line below exposed membrane termination. Caulk exposed membrane along the edge of parging.

This wall will be repaired and parged before elastomeric paint

REPORT 44, ITEM 44.2.4.5

wood wedge for slope
slope
EL.343.20'
Cap flashing, colour: Surf white
2x4 backing
Continuous cleat
self adhere weather barrier
PRE-STRIP BELOW RETAINING WALL
Shingle siding to carry up to top of wall on strapping
BUILDING 5 LEVEL 2
REINFORCING PER STRUCT. (TYP.)
PLANTER
2ply SBS membrane up and over wall
EL.340.86'
EL.340.19'
PER STRUCT.
SELF-ADHERED MEMBRANE
WATERPROOF GASKET
DROP CEILING TO ACCOMMODATE DUCT & STEP CREATED BY ADJACENT L2 WOOD FRAMED FLOOR
SEAL VB TO PLATE
BLDG 5 UNIT 101

Detail #5
SECTION DETAIL - BLDG 5 L1 EXTERIOR WOOD FRAMED WALL TO L2 EXPOSED CONCRETE PLANTER ABOVE

Existing membrane + drainmat
Added membrane + drainmat
0'-4" Membrane cut back to 4" beyond block face as required
ALLAN BLOCK UNIT
Flat shaped flashing with gumlip end caulk to block and concrete wall. (colour: stone grey) (same condition above block cap)
Elastomeric paint on repaired and parged concrete wall

Detail #4: Allan block wall at concrete walls

Existing membrane + drainmat
Existing membrane + drain mat beyond block face about 4" min.
ALLAN BLOCK UNIT
flat flashing caulk to block. (colour: slate grey)(same above block cap)
Folded flashing end trim (2" deep)
Colour: Slate grey
rain screen cultured stone cladding
0'-2" Gap Min.
Self adhere weather barrier to overlap membrane

Detail #3: Allan block wall at Cultured stone cladding (1location: B1)

Retain back end of block
Allan block cut back strip
0'-4"
Added strip of 4" thick XPS rigid insulation to fill gap and to retain gravel inside block
Existing membrane + drainmat
min. 6" membrane overlap where possible.
Added Tremco waterproofing membrane + drainmat
0'-4" Added membrane beyond block face
0'-2" Gap Min.
ALLAN BLOCK UNIT
Z shaped flashing caulk to block. (colour: copper penny)
siding J trim
Self adhere weather barrier to overlap added membrane
rain screen board and batten cladding

Detail #2: Allan block wall cut back at Patio Board and batten siding (2 locations: B4 & B2)

Added membrane + drainmat
Added membrane beyond block face
Folded flashing end trim (2" deep)
Colour: Slate grey
Z shaped flashing caulk to block. (colour: slate grey)

Detail #2a: Allan block wall cut back at Patio Cultured stone cladding (1location: B3)

Retain back end of block
Allan block cut back strip
0'-4"
Added strip of 4" thick XPS rigid insulation to fill gap and to retain gravel inside block
Existing membrane + drainmat
min. 6" membrane overlap where possible.
Added Tremco waterproofing membrane + drainmat
0'-4" Added membrane beyond block face
0'-2" Gap Min.
ALLAN BLOCK UNIT
Z shaped flashing with gumlip end caulk to block and concrete wall at both ends. (colour: stone grey)
Elastomeric paint on repaired and parged concrete wall

Detail #1: Allan block wall cut back at window light wells (4 locations B4 & B3)

Gumlip edge with caulking when terminating against exposed concrete
flashing profile against wall, fold over cut section of wall
Remove cap and reinstall after flashing
folded edge at intersection vertical /horizontal
4" Min.
flashing inside gap per details
ALLAN BLOCK UNIT

Allan block wall cut back at Patio and window light wells typical installtion at top of wall

SEE LANDSCAPE DWGS FOR PARK SITE PLAN INFORMATION

REFER TO PAGE A104ab FOR ALL SITE PLAN CLOUDED REVISIONS

PROPOSED STOP SIGN

NO PARKING ANYTIME

EXISTING FIRE HYDRANT

PROPOSED 60' ROAD ALLOWANCE

PROPOSED 66' ROAD ALLOWANCE

2.5" HOSE VALVE

SHRUBWALL

PLANTER

PATIO

ROOF DECK

T.O.W

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Project:
1638
KiND Development Group
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
Waterproofing remediations for Buildings 1 to 5

SUBMISSION

Date (YYYY-MM-DD)	Description
2018.11.28	Issued for BP
2019.08.30	Issued for BP Resubmission
2020.01.17	Issued for Tender
2020.10.27	Base Drawing Issued for CAD Makers
2021.06.16	Issued for Construction
2025.09.05	Final Design Drawings
2025-09-25 issued as part of Field review report #39	

REVISION

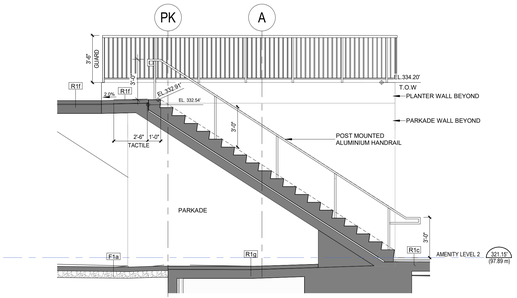
No.	Date	Description
37	2025-09-05	IFC-Change not issued as SI (clarification notes, field modifications, RFI responses, etc.)

All Drawings in this set to be read in conjunction with each other. Any errors or discrepancies to be reported to the Architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the appropriate Building Code Authority.
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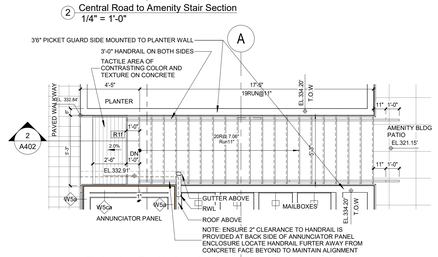
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DWG. NO: **SKA-46**

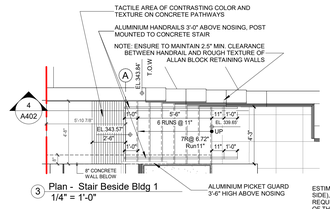
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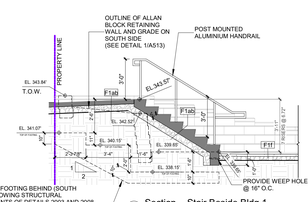
2 Central Road to Amenity Stair Section
1/4" = 1'-0"



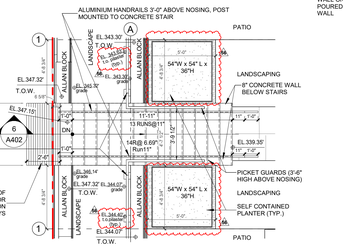
1 Central Axis Road to Amenity Stair
1/4" = 1'-0"



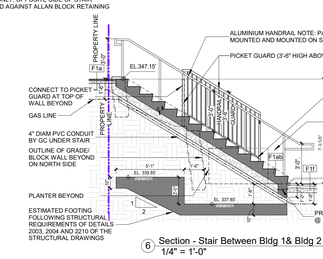
3 Plan - Stair Beside Bldg 1
1/4" = 1'-0"



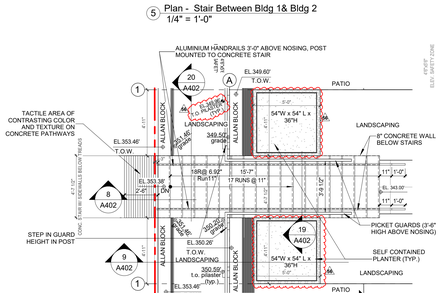
4 Section - Stair Beside Bldg 1
1/4" = 1'-0"



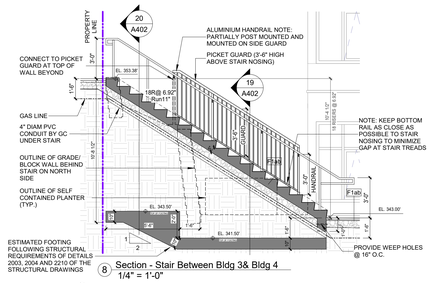
5 Plan - Stair Between Bldg 1& Bldg 2
1/4" = 1'-0"



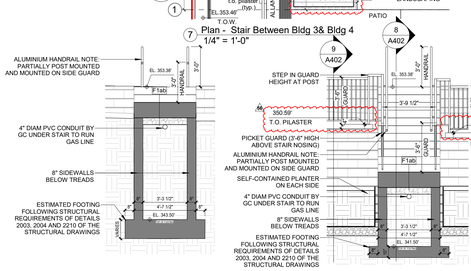
6 Section - Stair Between Bldg 1& Bldg 2
1/4" = 1'-0"



7 Plan - Stair Between Bldg 3& Bldg 4
1/4" = 1'-0"

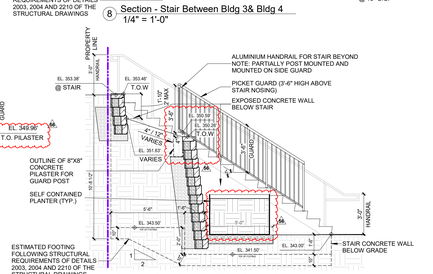


8 Section - Stair Between Bldg 3& Bldg 4
1/4" = 1'-0"

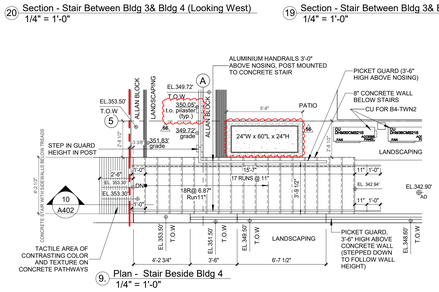


20 Section - Stair Between Bldg 3& Bldg 4 (Looking West)
1/4" = 1'-0"

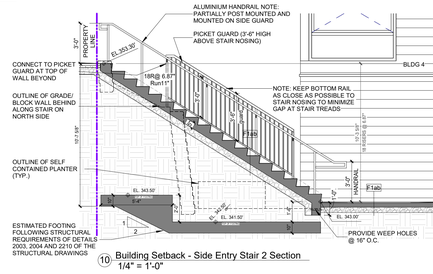
19 Section - Stair Between Bldg 3& Bldg 4
1/4" = 1'-0"



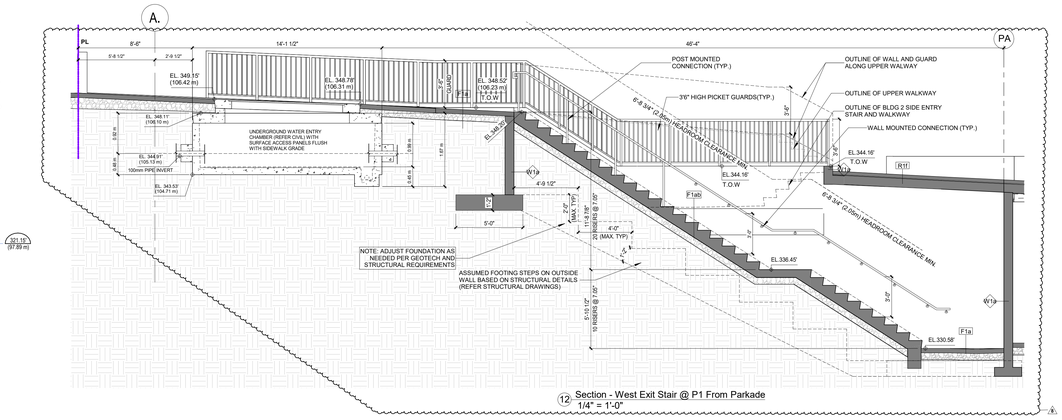
9 Section - Stair Between Bldg 3& Bldg 4
1/4" = 1'-0"



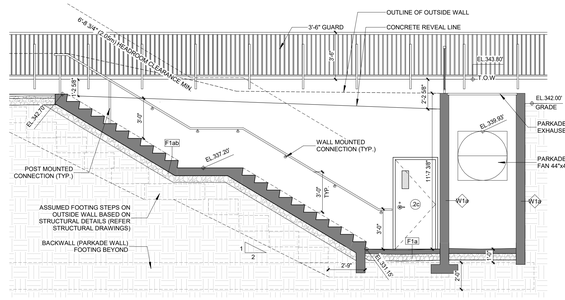
9 Plan - Stair Beside Bldg 4
1/4" = 1'-0"



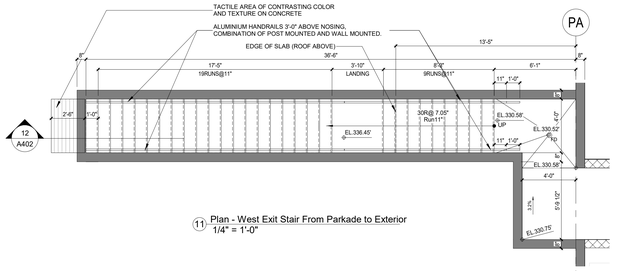
10 Building Setback - Side Entry Stair 2 Section
1/4" = 1'-0"



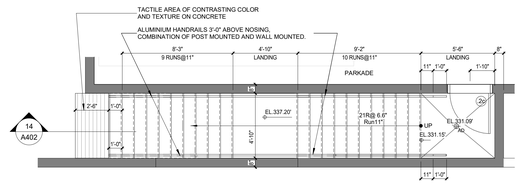
12 Section - West Exit Stair @ P1 From Parkade
1/4" = 1'-0"



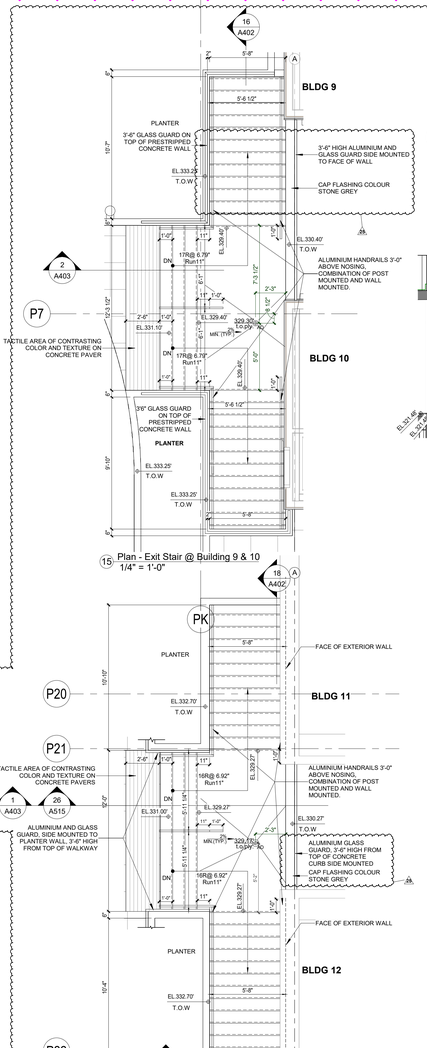
14 Section - South Exit Stair From Parkade to Exterior
1/4" = 1'-0"



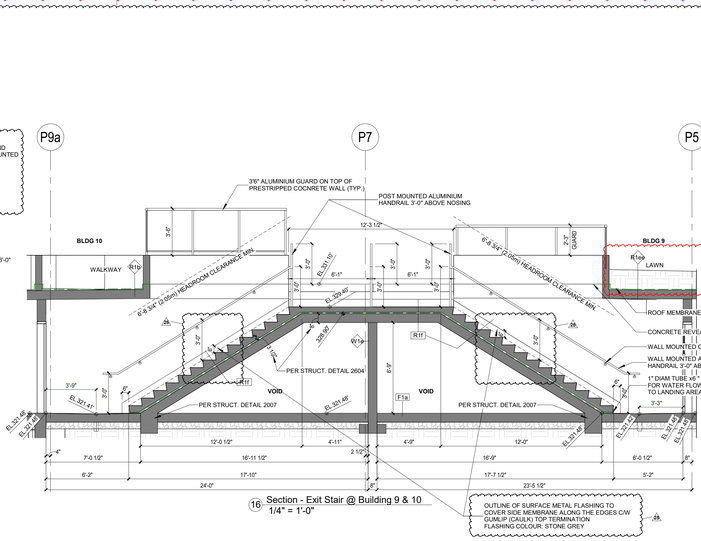
11 Plan - West Exit Stair From Parkade to Exterior
1/4" = 1'-0"



13 Plan - South Exit Stair From Parkade to Exterior
1/4" = 1'-0"



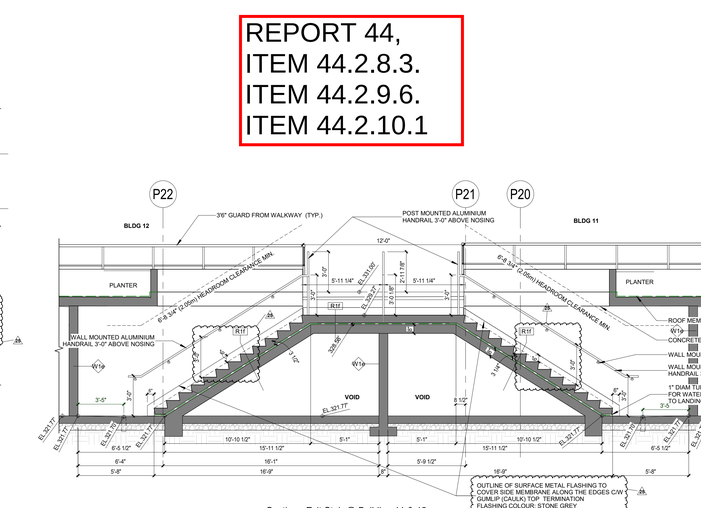
15 Plan - Exit Stair @ Building 9 & 10
1/4" = 1'-0"



16 Section - Exit Stair @ Building 9 & 10
1/4" = 1'-0"

REPORT 44,
ITEM 44.2.8.3.
ITEM 44.2.9.6.
ITEM 44.2.10.1

17 Plan - Exit Stair @ Building 11 & 12
1/4" = 1'-0"



18 Section - Exit Stair @ Building 11 & 12
1/4" = 1'-0"

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Project:
1638

Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
STAIR DETAILS

Project Status:
IFC

SUBMISSION

Date (YYYY-MM-DD)	Description
2018-11-28	Issued for BP
2019-08-30	Issued for BP Resubmission
2020-01-17	Issued for Tender
2020-10-27	Base Drawing Issued for CAD Makers
2021-04-16	Issued for Construction
2024-02-21	Issued for retaining walls and landscape re-tender

REVISION

No.	Date	Description
8	2023-05-23	SI-40 Overhangs bays Cluster Buildings
10	2023-04-19	SI-39R1 Exit stairs behind Building 9 to 12
25	2023-10-02	SI-51 Waterproofing adjustments ext. stairs B9-B12
56	2024-08-20	SI-113: Landscape, retaining walls & as-built revisions

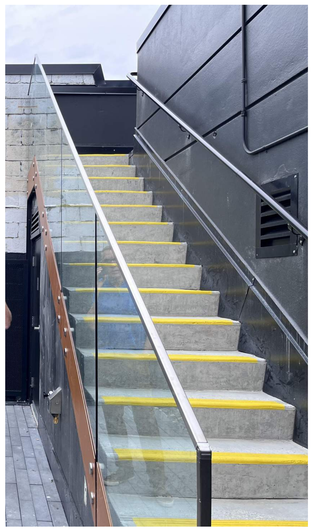
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Scale:
1/4" = 1'-0"

DWG. NO:
A402

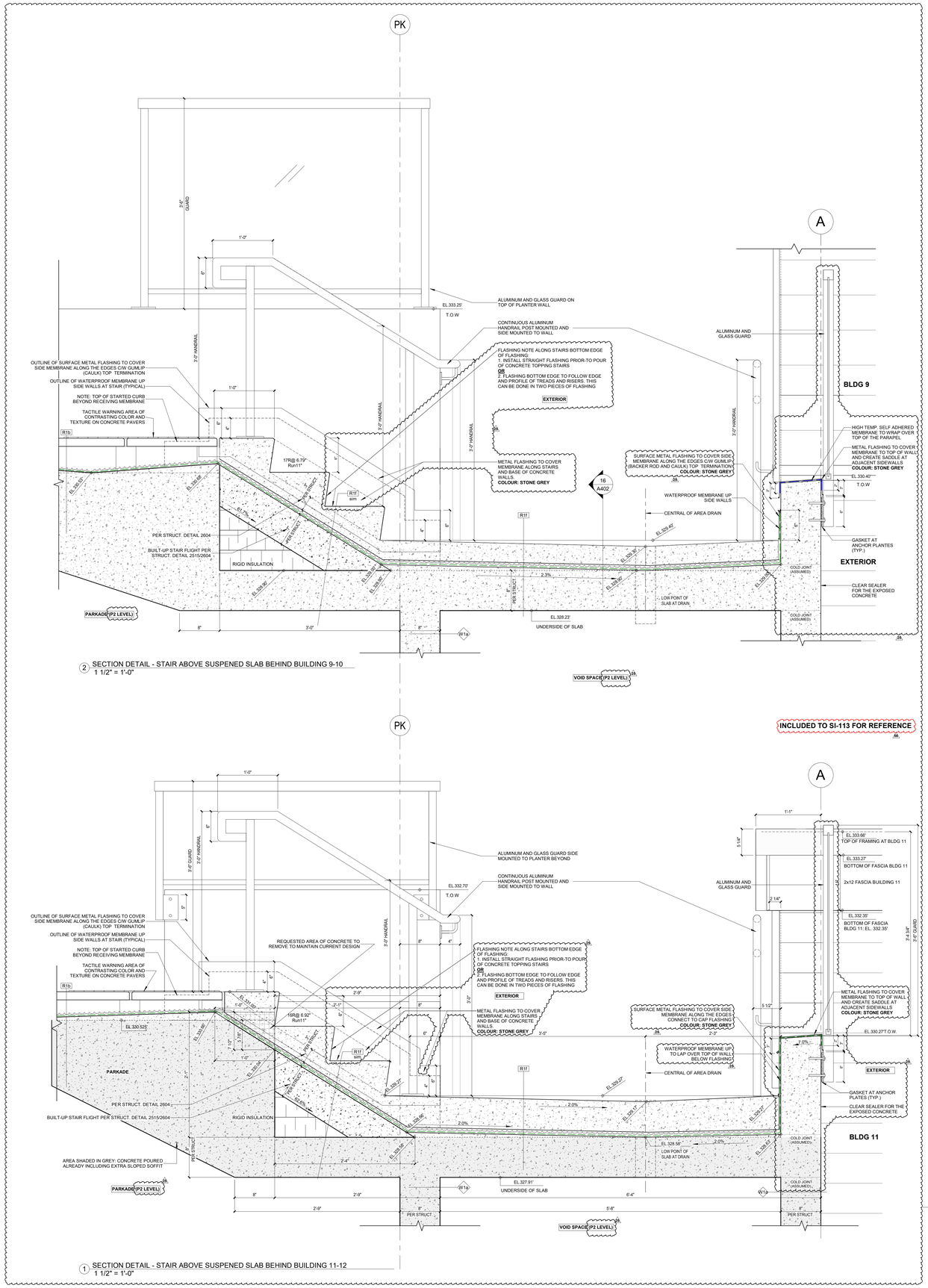
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REPORT 44,
ITEM 44.2.25.7





EXAMPLE 2-PEICES FLASHING ALONG
CONCRETE TOPPING STAIR



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Project:
1638
.
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
STAIR DETAILS

Project Status:
IFC

SUBMISSION

Date (YYYY-MM-DD)	Description
2023-03-27	Issued for Construction (new page added)

REVISION

No.	Date	Description
10	2023-04-19	SI-33R1 Ext stairs behind Building 9 to 12
25	2023-10-02	SI-51 Waterproofing adjustments ext. stairs B9-B12
56	2024-08-20	SI-113: Landscape, retaining walls & as-built revisions

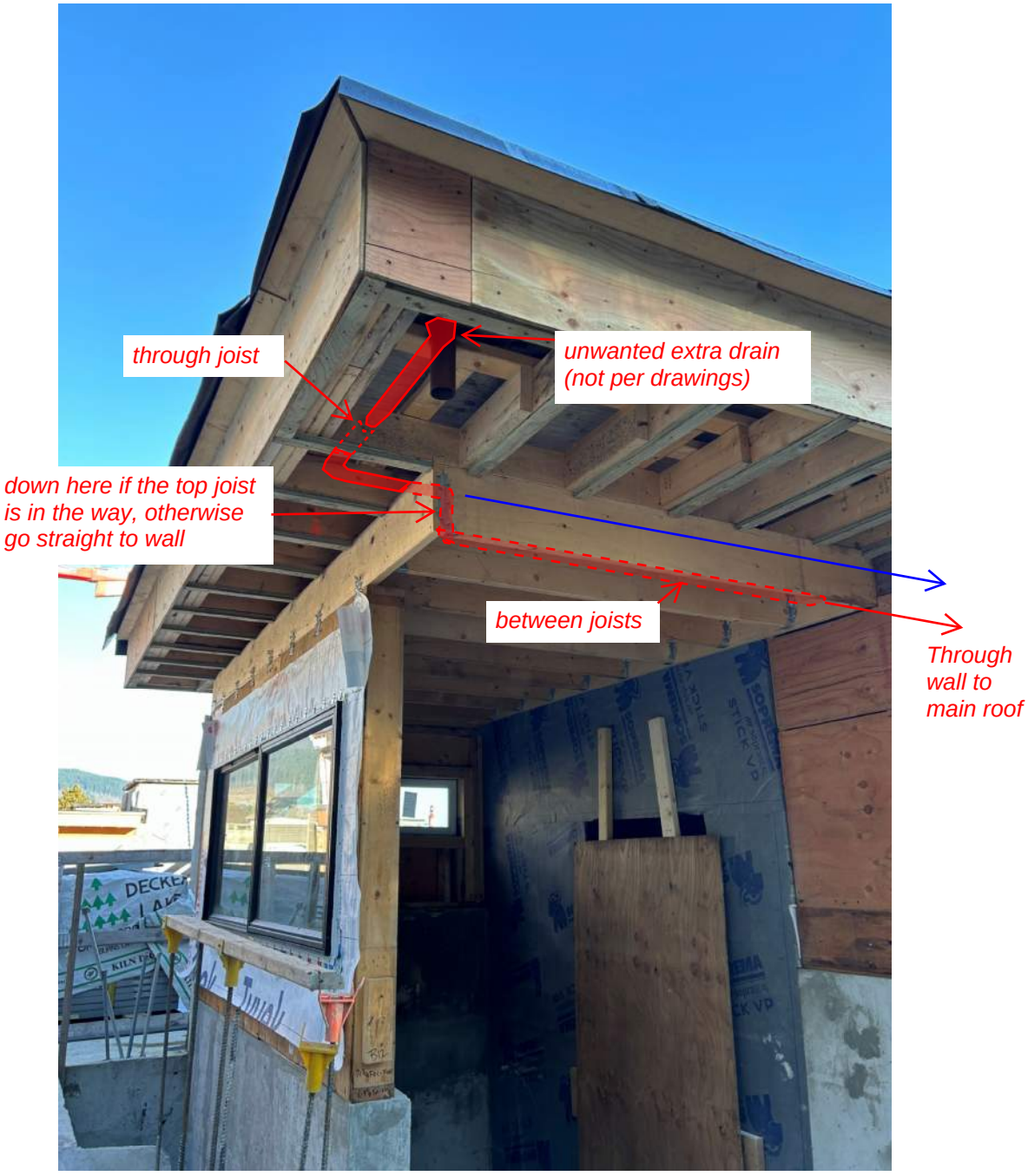
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Scale:
1 1/2" = 1'-0"

DWG. NO:
A403

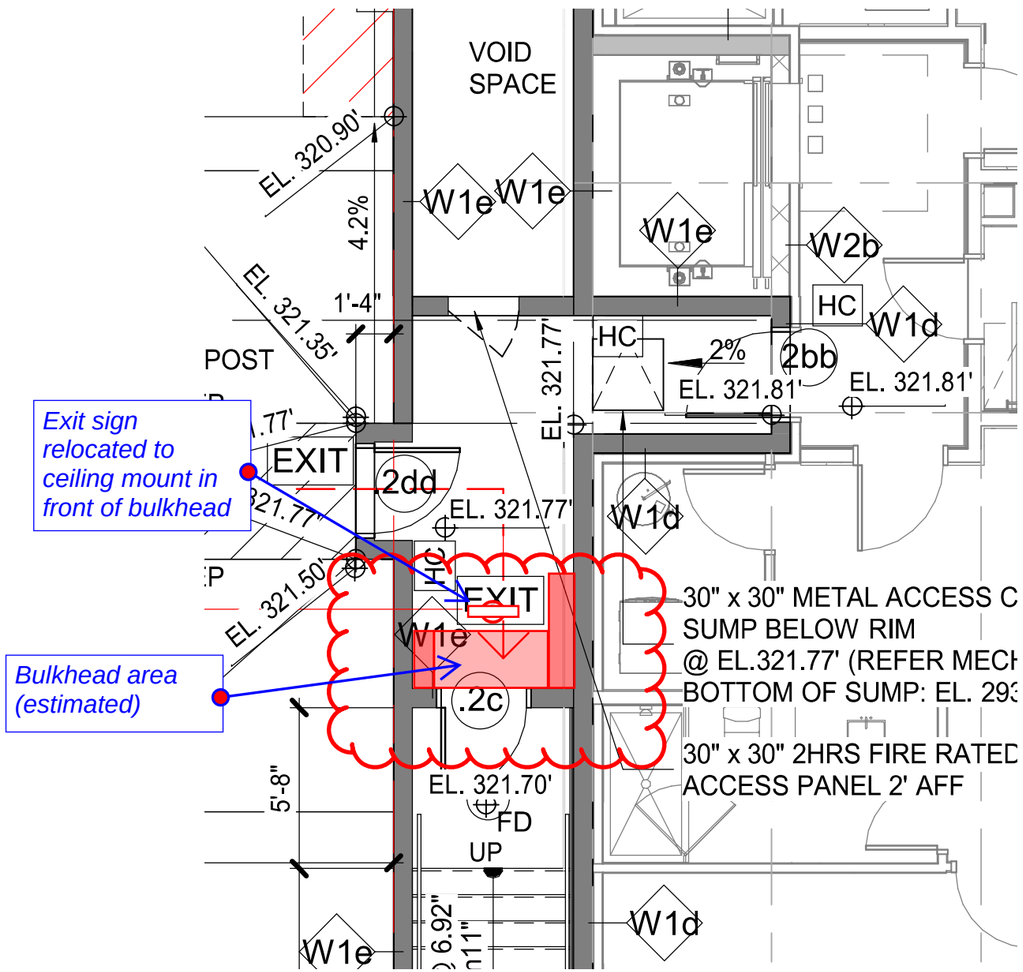
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REPORT 44, ITEM 44.2.10.5



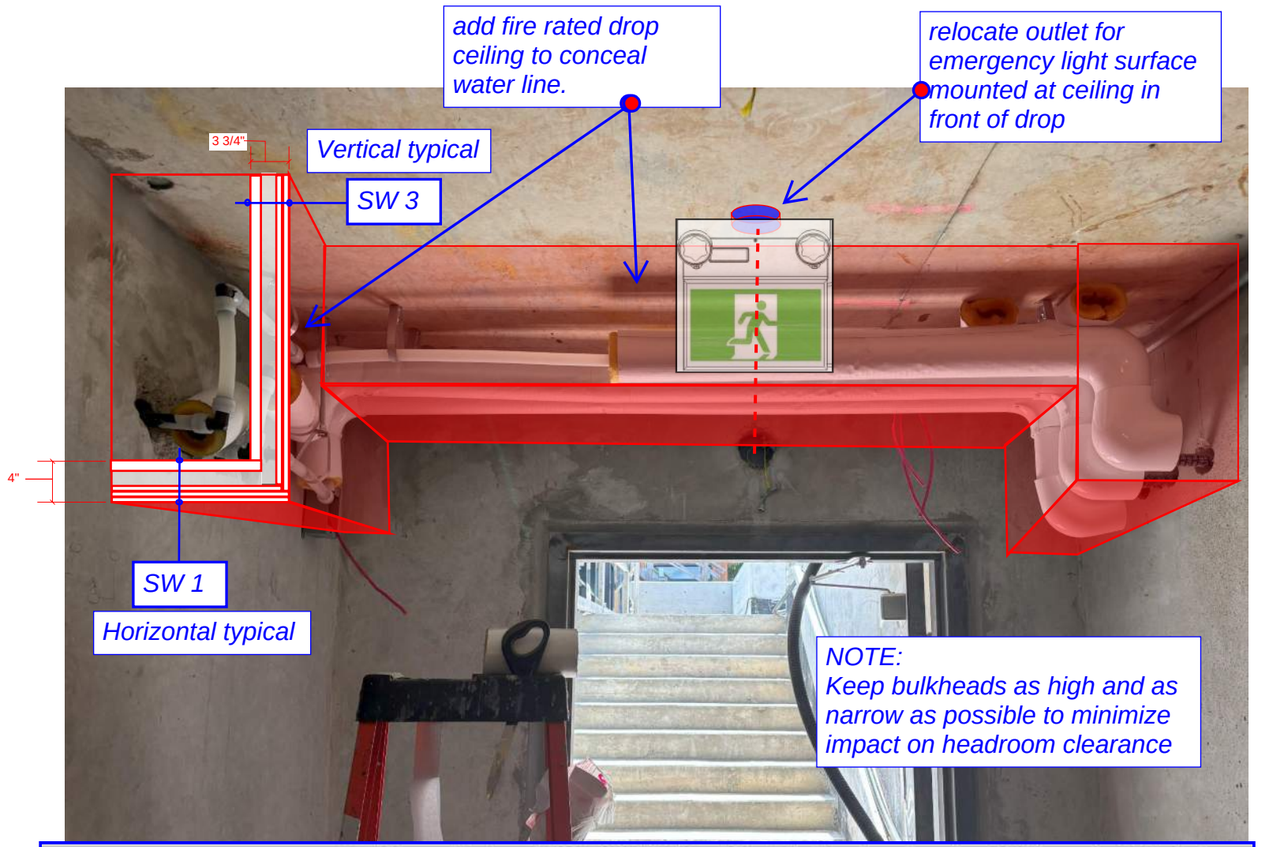
ITEM 16.2.5.6
Lobby roof at B11 and B12:
Proposed Pipe run to drain unwanted drain
(not per drawings) at corner.
Drainage to main roof through side wall.
All pipes to be concealed.

REPORT 44, ITEM 44.2.23.29

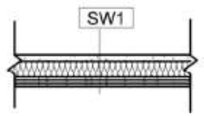


SKA-42.1

Eagleview Phase 1
BUILDING 11
Required fire rated bulkheads at ceiling of P2 exit vestibule
Ankenman Marchand Architects
October 08, 2025,
Not to scale



SW1 **Horizontal Shaft Wall (Steel Studs), Non-Loadbearing (Ceiling rated shafts)**

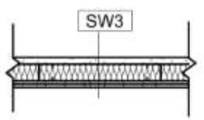


FRR:2 hrs (REF: WH design No. GP/CC 120-01)
STC:Not Required

- 'J' shape runner with unequal legs, 2 1/4" min. deep at corners
- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 3 layers 1/2" GWB type 'C'

Note- Inner layer to be continuous through wall penetrations

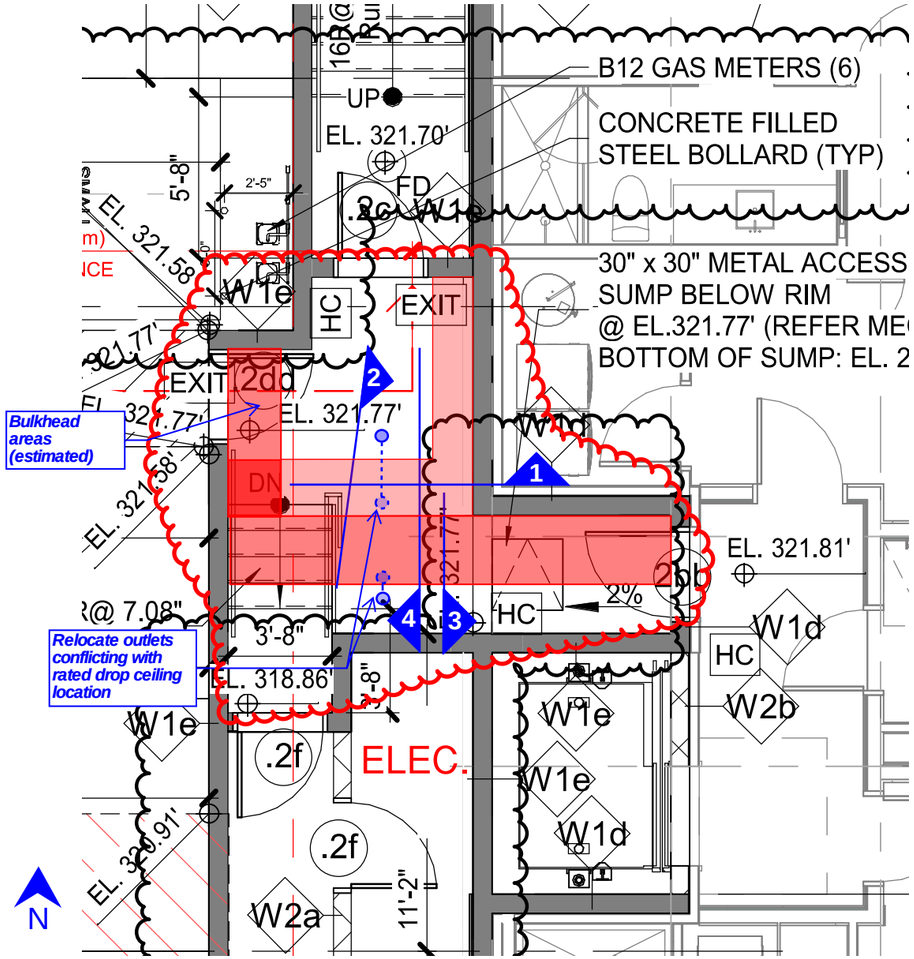
SW3 **Vertical Shaft Wall (Steel Studs), Non-Loadbearing (Sidewalls of ceiling rated shafts)**

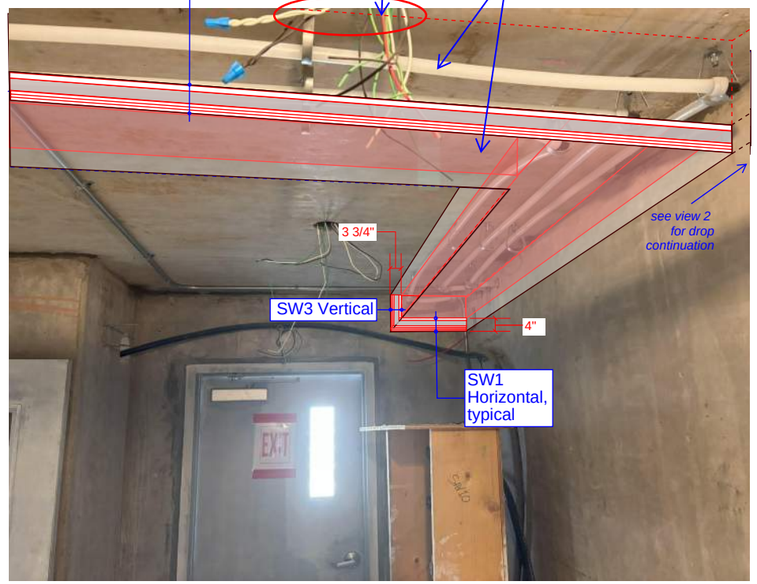


FRR:2 hrs (REF: ULC design W446, system C)
STC: Not Required

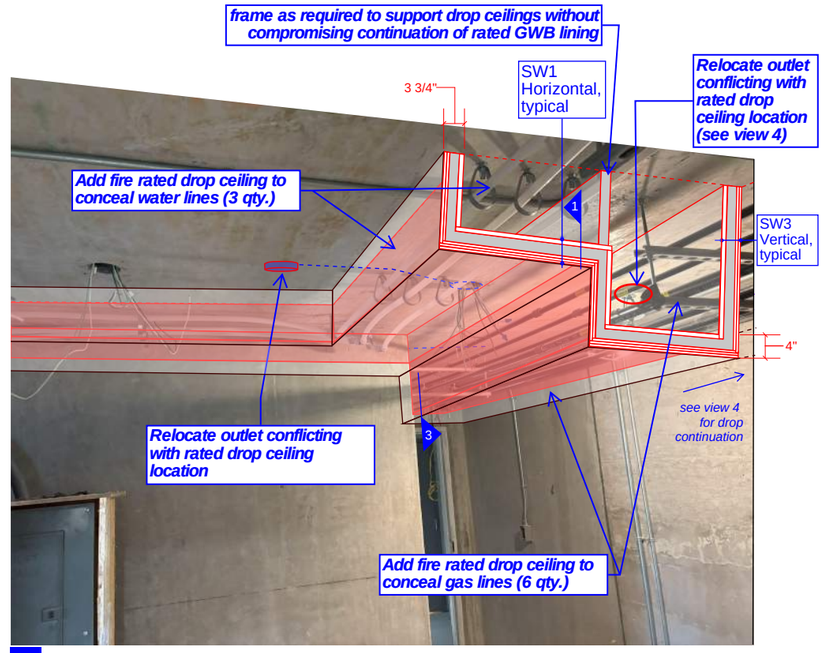
- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 2 layers 5/8" GWB type 'X'

REPORT 44, ITEM 44.2.23.29



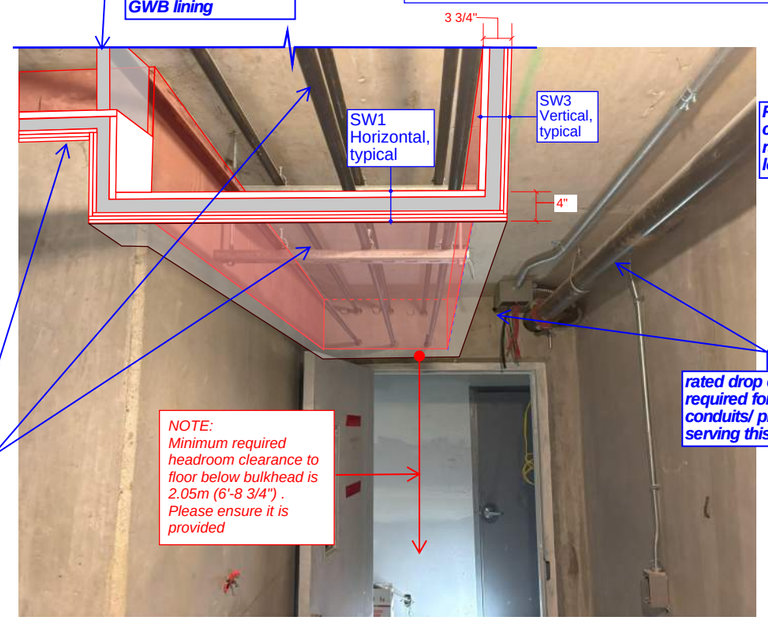


1 *Facing North towards exterior exit stairs up to grade level.*

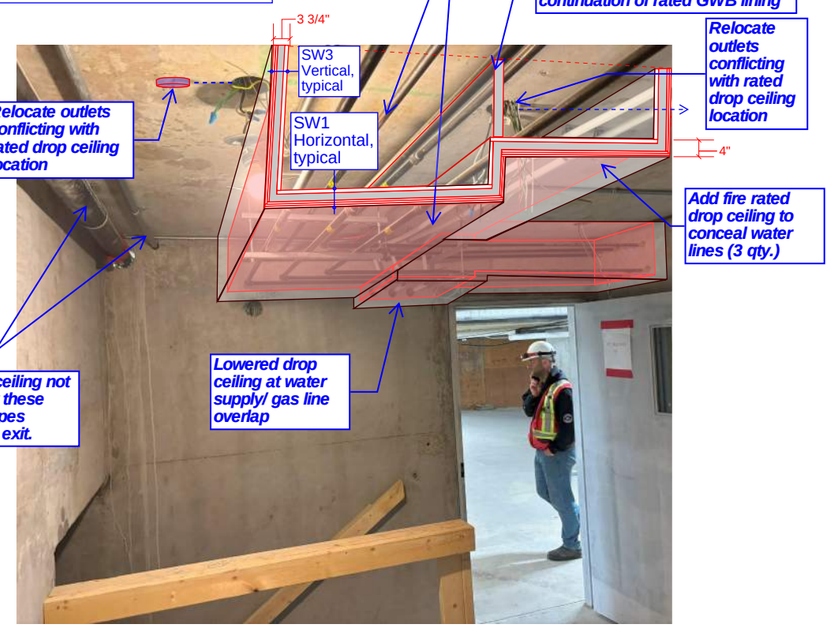


2 *Facing Southeast towards door to B12 lobby.*

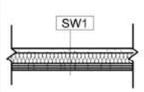
NOTE: Keep all bulkheads as high and as narrow as possible to minimize impact on headroom clearance



3 *Facing East directly towards door to B12 lobby.*



4 *Facing West towards door to Parkade level P2.*

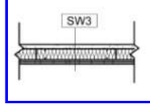


SW1 **Horizontal Shaft Wall (Steel Studs), Non-Loadbearing (Ceiling rated shafts)**

FRR:2 hrs (REF: WH design No. GP/CC 120-01)
STC:Not Required

- 'J' shape runner with unequal legs, 2 1/4" min. deep at corners
- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 3 layers 1/2" GWB type 'C'

Note- Inner layer to be continuous through wall penetrations



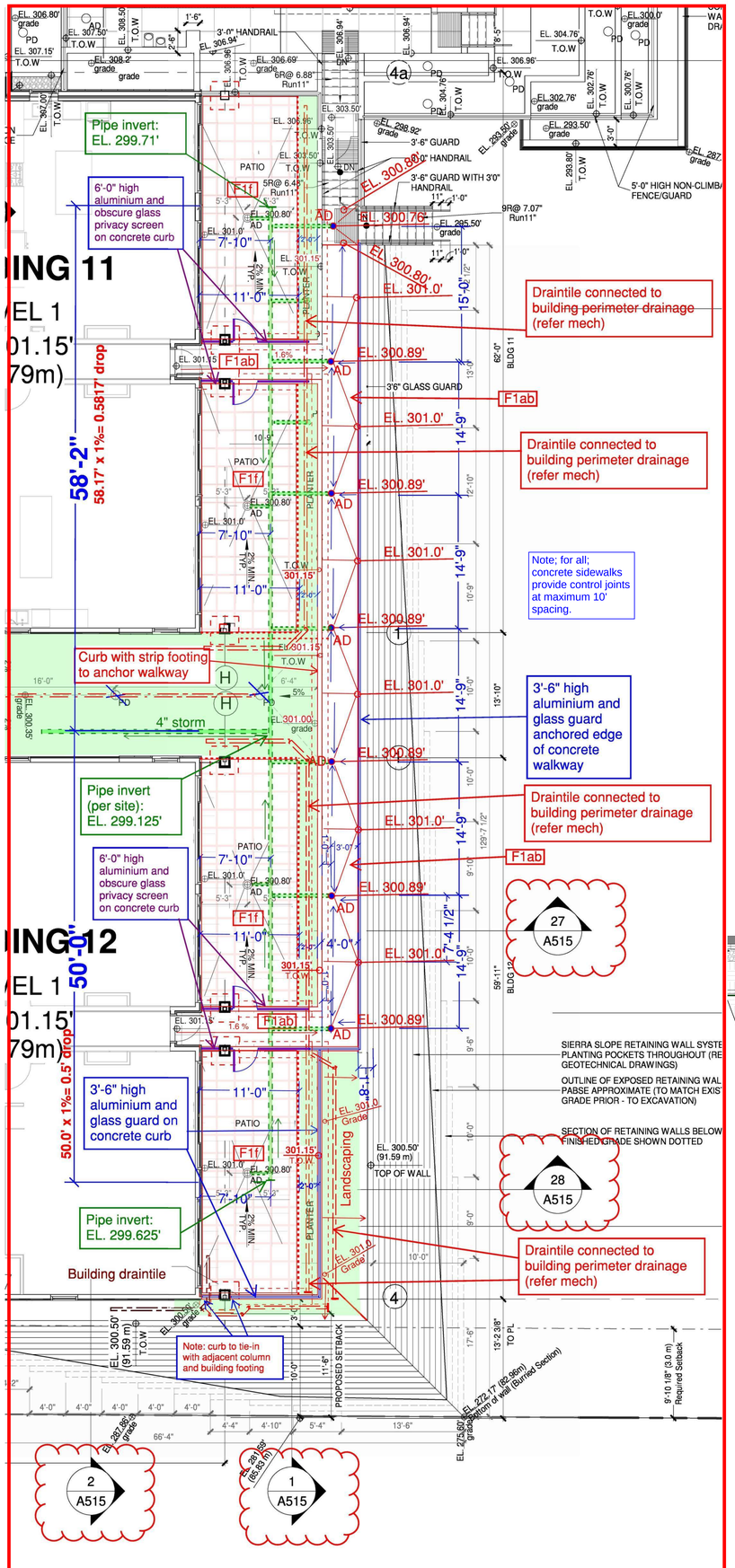
SW3 **Vertical Shaft Wall (Steel Studs), Non-Loadbearing (Sidewalls of ceiling rated shafts)**

FRR:2 hrs (REF: ULC design W446, system C)
STC: Not Required

- 1" GWB Type "X"
- 2 1/2" C-T Steel studs @ 24" o.c. cavity filled with batt insulation
- 2 layers 5/8" GWB type 'X'

SKA-42.2

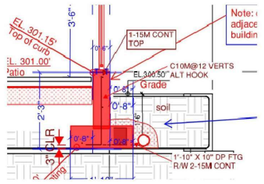
Eagleview Phase 1
BUILDING 12
Required fire rated bulkheads at ceiling of P2 exit vestibule
Ankenman Marchand Architects
October 08, 2025,
Not to Scale



PARTIAL PLAN (PAGE A104ab)
AT BUILDINGS 11 AND 12
SCALE: 3/16" = 1'-0"

Francois,

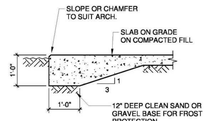
Please see below:



Jeff Bugg, P.Eng.

Weiler Smith Bowers
Consulting Structural Engineers
118-3855 Henning Dr., Burnaby, V5C 6N3
Tel: 604-294-3753 Direct: 604-629-6710

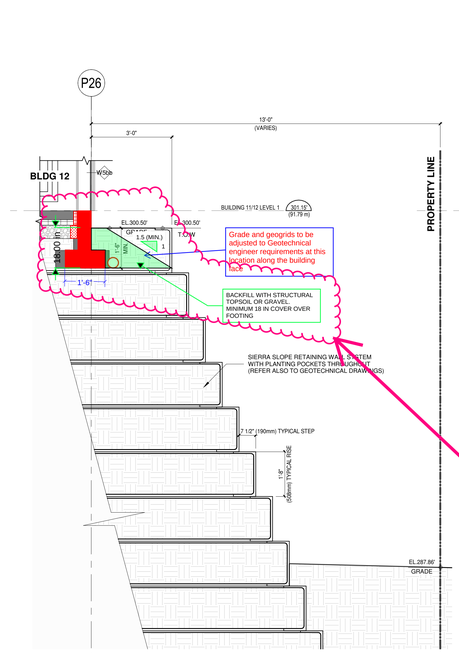
TYPICAL CURB REINFORCING DETAIL.
APPLICABLE TO ALL CURBS IN FRONT OF BUILDINGS 9 TO 12 AROUND PATIOS.



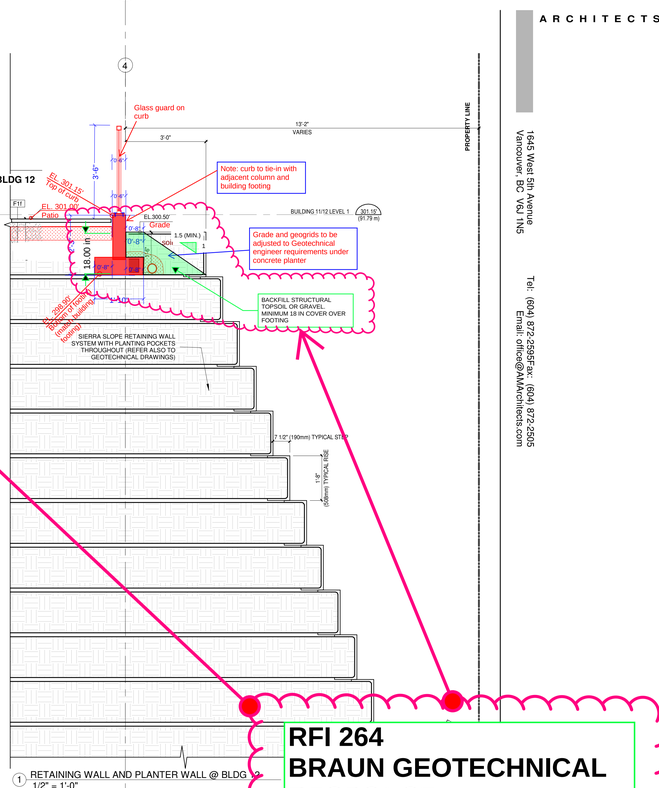
2005 SLAB EDGE THICKENING

NOTES:
1. REFER TO DETAILS BELOW FOR PROFILE AT WALKWAY IN FRONT OF BUILDINGS 11 AND 12 (VARIES FROM WHAT IS SHOWN ABOVE)
2. USE THIS PROFILE FOR SIDEWALK IN FRONT OF BUILDINGS 9 AND 10
3. REINFORCING REQUIRED FOR THE SIDEWALK SLABS ON GRADE: REFER TO WSB EMAIL FOR REINFORCING REQUIRED.

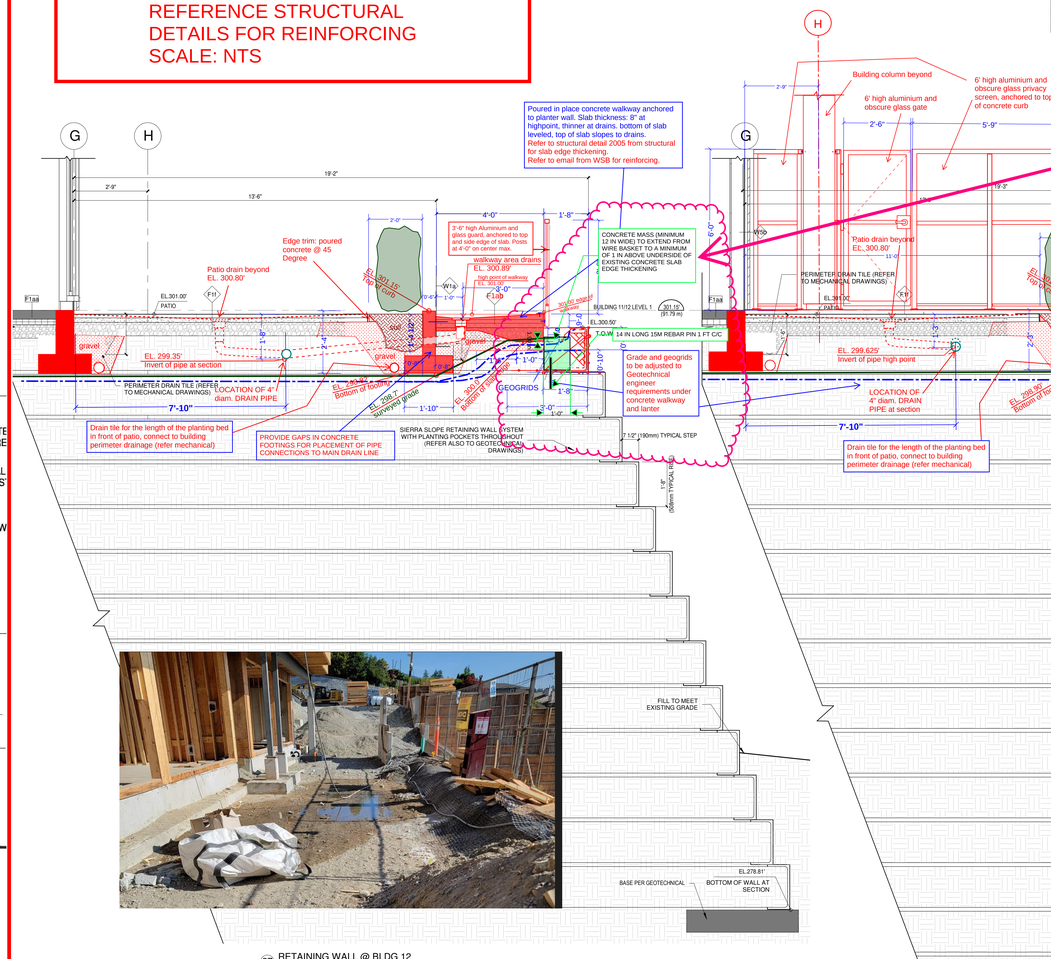
REFERENCE STRUCTURAL DETAILS FOR REINFORCING
SCALE: NTS



2 RETAINING WALL @ SOUTH PL - BLDG 12
1/2" = 1'-0"



1 RETAINING WALL AND PLANTER WALL @ BLDG 12
1/2" = 1'-0"



27 RETAINING WALL @ BLDG 12
1/2" = 1'-0"

28 RETAINING WALL @ BLDG 12
1/2" = 1'-0"

NOTE:
(1) THE PURPOSE OF THIS DRAWING IS FOR DESIGN ONLY. THIS DRAWING SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE CERTIFICATION OF A PROFESSIONAL ENGINEER ON RECORD.

RFI 264
BRAUN GEOTECHNICAL RESPONSE
2025-04-03
Gunther Yip

REPORT 44, ITEM 44.2.28

ANKENMAN MARCHAND ARCHITECTS
1545 West 8th Avenue
Vancouver, BC V6J 1N5
Tel: (604) 872-2595 Fax: (604) 872-2505
Email: office@AnkenMarchitects.com

Project:
1638
.
Eagleview Phase 1
(Upper Bench)
468 Eaglecrest Drive, Gibsons, BC
Drawing:
SECTION DETAILS (CONCRETE RETAINING WALL AND AB)
Project Status:
IFC

SUBMISSION

Date (YYYY-MM-DD)	Description
2019.08.30	Issued for BP Resubmission
2020.01.17	Issued for Tender
2020.10.27	Base Drawing Issued for CAD Makers
2021.06.16	Issued for Construction

REVISION

No.	Date	Description
10	2023-03-27	Site Instruction #33
	2023-06-30	Site instruction #48 Drainage, planters and walkway at grade B-11 and B12
	2023-08-08	Site instruction #48 R1Drainage, planting strips and walkway at grade B-11 and B12

All Drawings in this set to be read in conjunction with each other. Any errors or discrepancies to be reported to the Architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the appropriate Building Code Authority.
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Scale: AS SHOWN
DWG. NO: **A515 (SKA-18.1 R1)**
Plot Date: 2023-08-08 11:08:55 AM

Aqua-Coast Engineering Ltd.
Unit #315 - 13888 Wireless Way, Richmond BC V6V 0A3
Tel: (604) 946-9910 Email: Main@aqua-coast.ca

Field Review

Project	Eagleview 18183	Date	Sep 24 2026	Inspection Firm Job No.	18183
Site Address	464 Eaglecrest	Temp.	15 °C	Job Report No.	19
	Gibsons B.C.	Weather	Drizzle	Required Inspection	No
General Contractor	Kindred	Site Supervisor	Eric Halstien	Request Visit	Yes
Reported by	Todd McDonald			Re-inspection	No
				Ph#	+1 (604) 763-8295

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danny@kindredconstruction.com
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ybelkoura@kindredconstruction.com
cbradbury@kindredconstruction.com
ben@kinddevelopments.ca
stanleyyasin@shaw.ca
francois@amarchitects.com
somypeykani@bty.com
jonathanwells@bty.com
rshi@aqua-coast.ca
Toddm@aqua-coast.ca

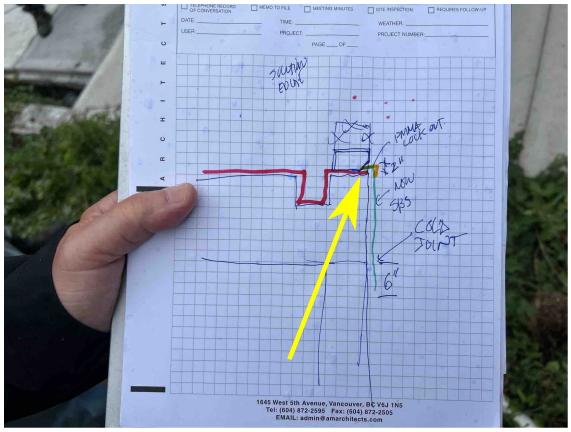
Site Reviews are conducted at appropriate intervals at the discretion of the Consultant to reasonably ascertain the Work's general conformance with the Contract documents. We are not responsible for quality control nor are we responsible for construction means, methods or safety. These reviews are not comprehensive and do not alleviate the Contractor from fulfilling his obligations under the Contract. Site Review comments shall not constitute on their own, grounds for extra costs and time. Noted deficiencies and comments on safety, productivity and jobsite conditions are to be addressed by the Contractor in a timely manner.

Observations:

GC is to forward inspection report to roof contractor to review and go over all deficiencies and check off corrections and provide photos and return to ACE.
Some new deficiencies have been discussed at time review with new contractor, roof contractor, and project manager.

Report 19

1		Upper driveway North elevation. SBS membrane application on concrete slab substrate has not been properly tied into exterior foundation membrane.
2		Same as a photo. No exterior foundation wall membrane is exposed. Excavation will be required to expose exterior foundational membrane to properly tie into SBS membrane on slab and slab Edge
3		Proper membrane tie in from slab over slab edge to exterior foundation wall membrane is required. Excavation will be required to expose exterior foundation wall membrane to allow for proper tie in to SBS membrane installation on horizontal slab

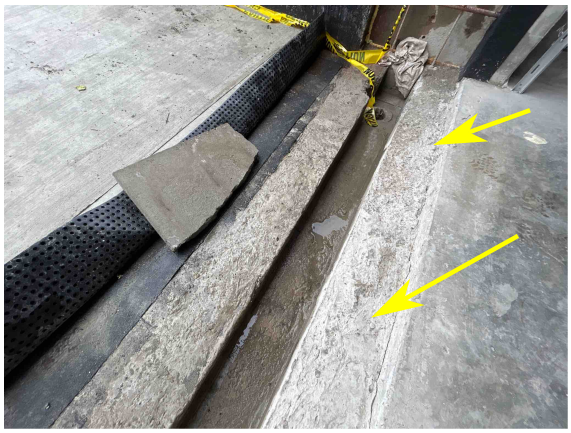
4		Same as above photo.
5		Rough sketch of detail discussed. Discussed with GC and roof contractor was to cut out a 2” to 3” 45° notch at cold joint at perimeter parapet, to expose perimeter SBS membrane that was trimed flush by other trade, to allow for a proper tie-in between foundation wall membrane and horizontal SBS slab membrane. Discussed was to install SBS membrane, Blind side Waterproofing, up to slab edge and install a reinforced PMMA membrane lock out on horizontal SBS membrane on slab edge.
6		Area is now covered with pee gravel and paving stones. Unclear if damage from form pins was repaired.

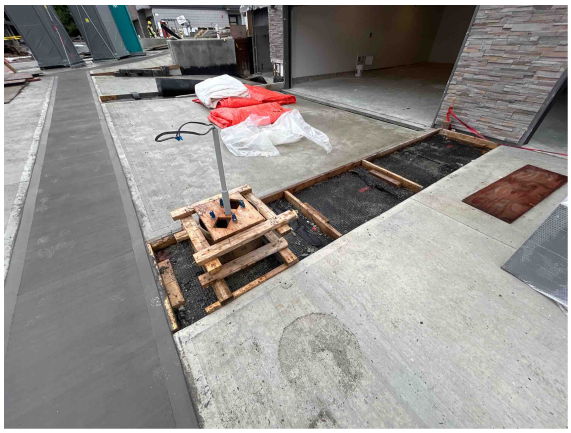
7		Buildings #5,#6,#7,#8, Vent shafts remain exposed since November 2025. Some moisture ingress may have been accumulated over the past year. Moisture readings should be conducted to ensure no water ingress has occurred
8		Same as above photo.
9		Same as above photo.

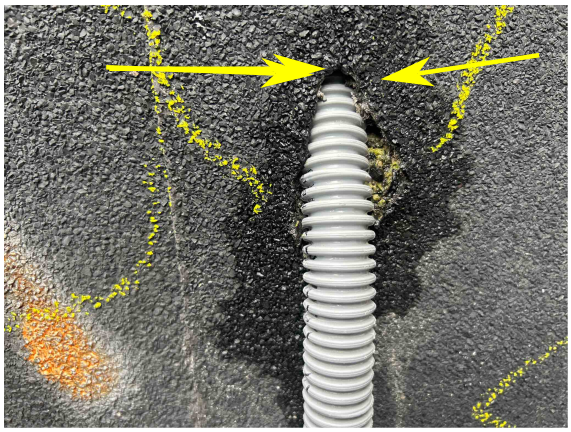
10		Area between building five and building number six east elevation Vapour permeable membrane has been installed on top of parapet. High temperature membrane required.
11		Building 10 upper roof north elevation. Drain spout does not fully extend through soffit detail. Corrections required, copper drain is required to extend beyond soffit
12		Main entrance between building six and seven. Membrane termination requires a rod and Caulk application at parapet cold joint to seal SBS membrane leading edge.

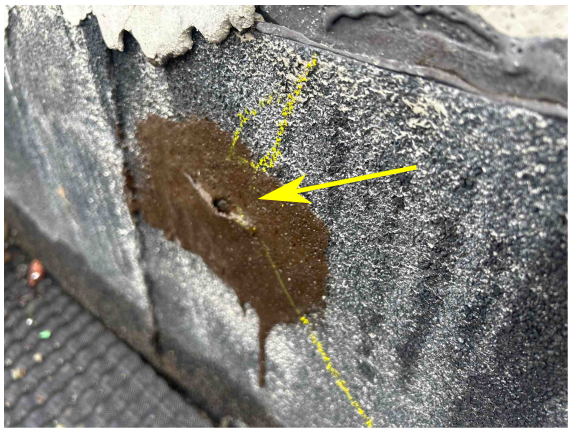
13		Same as above photo.

Report 18R

1		**Sep 24 2026:** Nov 20 2025: General photo of project to be reviewed.
3		**Sep 24 2026: now complete.** Nov 20 2025: Building three unit 104 SBS membrane remains incomplete at trench.

4		**Sep 24 2026: complete.** Nov 20 2025: Same as above Photo.
5		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Membrane remains incomplete at trench. Exposed SBS membrane has not have a proper termination mail offer for water ingress due to weather.
6		**Sep 24 2026: area is now covered with P gravel and paving stones.** Repair some form pins has not been reviewed. Refer to photo 19–6 Nov 20 2025: Buildings one and two Form work for driveways has been pinned through membrane at multiple locations. Repairs will be required.

7		**Sep 24 2026:** Nov 20 2025: Building eight west elevation. Conduit has been installed and not been properly waterproofed on either side of wall.
8		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Unit 209. Conduit has been installed through wall and has not been sealed properly on both sides. Membrane now has damaged and appears to be full of water and is not bonded.
9		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Membrane is full of water and is no longer bonded.

10		**Sep 24 2026:** Nov 20 2025: Southside building six. Membrane has not been properly terminated, and voids are observed.
11		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Membrane has not been properly terminated. Voids observed.
12		**Sep 24 2026:** Nov 20 2025: Same as above Photo.

13		**Sep 24 2026:** Nov 20 2025: Southside building six As noted in past report. Pit and penetrations remain incomplete.
14		**Sep 24 2026:** Nov 20 2025: Same as above Photo.
15		**Sep 24 2026:** Nov 20 2025: South side building six SBS membrane requires final termination.

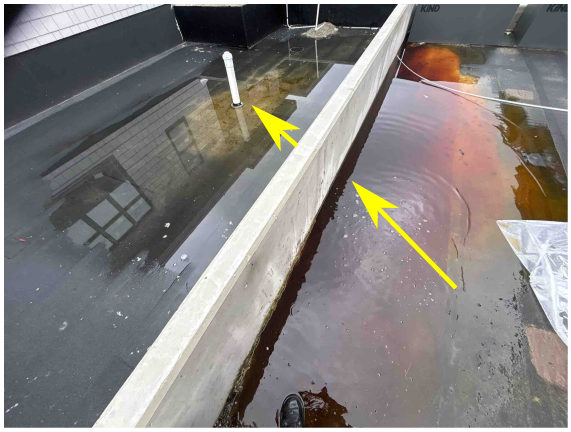
16		**Sep 24 2026:** Nov 20 2025: Northside building seven. Membrane has not been properly terminated.
17		**Sep 24 2026:** Nov 20 2025: Same location. Membrane pre stripping has not been fully extended through parapet wall transition.
18		**Sep 24 2026:** Nov 20 2025: Same location. Membrane has not been properly terminated and requires compatible liquid membrane or gum lip Flashing detail.

19		**Sep 24 2026:** Nov 20 2025: Same as above Photo. SBS membrane requires final termination. Proper termination of wall, transition may be difficult as window and siding detail has been installed.
20		**Sep 24 2026:** Nov 20 2025: Northside building seven. Rebar dowel has been cut and hasn't been properly sealed, and SBS membrane on wall remains open and unfinished.
21		**Sep 24 2026:** Nov 20 2025: Same as above Photo.

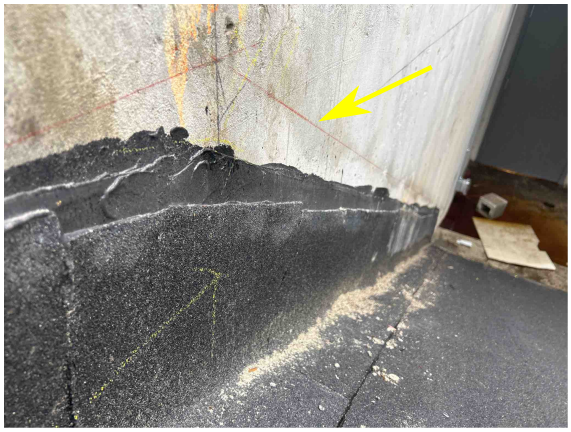
22		**Sep 24 2026:** Nov 20 2025: Southside building seven north west corner Repairs required, compatible liquid membrane required at base of aluminum flashing penetration.
23		**Sep 24 2026:** Nov 20 2025: Southwest corner building eight GC is to ensure proper mechanical connections are installed.
24		**Sep 24 2026:** Nov 20 2025: Entrance to Parkade at building seven and eight. SBS membrane termination remains incomplete. Recommend installing a reinforced PMMA saddle.

25		**Sep 24 2026:** Nov 20 2025: Same as above Photo. SBS membrane termination remains incomplete at trench.
26		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Reinforced liquid membrane saddles required.
27		**Sep 24 2026:** Nov 20 2025: Building five NW elevation in front of site office. It appears a drain has been cored in after the SBS membrane was completed. IT has not been properly waterproofed. Water ingress has occurred and has travelled under SBS membrane. Membrane is full of water and has now delaminated from slab. Repairs required.

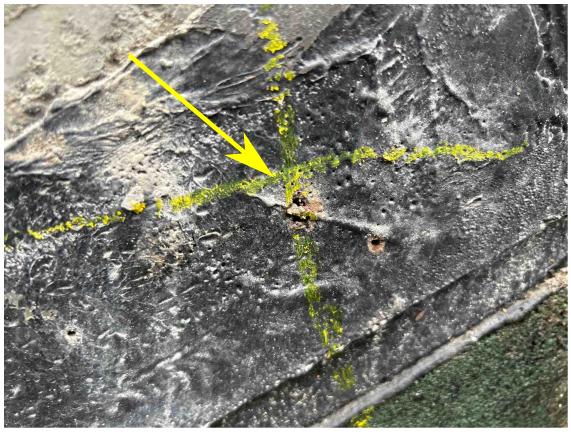
28		**Sep 24 2026:** Nov 20 2025: Same as above Photo. glazing bar entered under membrane easily a minimum of 8”.
29		**Sep 24 2026:** Nov 20 2025: Membrane is not bonded and water has been trapped on top of slab. Repairs required.
30		**Sep 24 2026:** Nov 20 2025: Same location. Penetration for electrical conduit connection requires a proper aluminum flashing with mechanical connection.

31		**Sep 24 2026:** Nov 20 2025: Same as above Photo.
32		**Sep 24 2026:** Nov 20 2025: West side building nine Planter wall has been poured without knockout, planter wall is impeding water to drain.
33		**Sep 24 2026:** Nov 20 2025: Same as above Photo.

34		**Sep 24 2026:** Nov 20 2025: Between building 11 and 12 Membrane has not been extended high enough for proposed stairwell poor.
35		**Sep 24 2026:** Nov 20 2025: Same as above Photo.
36		**Sep 24 2026:** Nov 20 2025: Membrane does not appear to be terminated high enough to extend above proposed concrete pour for stairs.

37		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Membrane does not appear to be extended high enough to extended above proposed stair nosing.
38		**Sep 24 2026:** Nov 20 2025: Chalk lines were observed to indicate proposed stairwell height. Membrane is to extend minimum 4 inches above top of stair nosing.
39		**Sep 24 2026:** Nov 20 2025: Same as above Photo. SBS Membrane is to extend a minimum of 4” above stair nosing.

40		**Sep 24 2026:** Nov 20 2025: Building 10, west elevation. Conduit has not been properly sealed in planter.
41		**Sep 24 2026:** Nov 20 2025: Same as above Photo.
42		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Conduit within planter has not been properly sealed with a flashing and mechanical connection.

43		**Sep 24 2026:** Nov 20 2025: Stairwell to amenity room. Damaged membrane will require repairs.
44		**Sep 24 2026:** Nov 20 2025: Damage from form pins will require repairs.
45		**Sep 24 2026:** Nov 20 2025: SBS membrane will require repairs and proper termination. Damage from four pins observed throughout

46		**Sep 24 2026:** Nov 20 2025: West stairwell to building 11. Damage from form pins observed.
47		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Damage from form pins observed.
48		**Sep 24 2026:** Nov 20 2025: Same as above Photo.

49		**Sep 24 2026:** Nov 20 2025: Southwest stairwell to building 11. Damage from form pins observed throughout. Repairs required.
50		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Repairs required from damage from form pins. SBS membrane at concrete wall will require a final termination.
51		**Sep 24 2026:** Nov 20 2025: Southwest stairwell to building 12. Damage from form pins observed.

52		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Damage from form pins observed. SBS Membrane will require a final termination.
53		**Sep 24 2026:** Nov 20 2025: Same location. Damaged membrane observed and will require repairs.
54		**Sep 24 2026:** Nov 20 2025: West wheelchair entrance to bldg 12. As noted in report 17 photos 20 and 21 Conduits have not been properly sealed. Area now has concrete walkway poured Void pocket where conduits penetrate slab is now filling with water. This will allow for water ingress.

55		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Conduits have not been properly sealed, and pocket is filling with water. This will allow for water ingress.
56		**Sep 24 2026:** Nov 20 2025: Same as above Photo.
57		**Sep 24 2026:** Nov 20 2025: Lead pin is penetrating membrane approximately an 1 1/4 “ above drainage plane. Membrane termination height is approximately 4 inches above drainage plane. This condition has been brought up and past reports.

58		**Sep 24 2026:** Nov 20 2025: West elevation building eight. Membrane has not been properly terminated at posts at East side building eight. Membrane is low and has not been extended high enough to get under siding detail on posts.
59		**Sep 24 2026:** Nov 20 2025: Same as above Photo. Membrane has not been properly terminated, and has been extended approximately 4” above drainage plane. This condition has been brought up in past reports. This condition was noted in report 14 from June 5, 2025
60		**Sep 24 2026:** Nov 20 2025: Same as above Photo. South elevation between buildings 12 and 8. Membrane remains low and paving stones are being installed. Exterior retaining wall has been poured prior to proper termination of SBS membrane. This has been noted in past reports.

61		**Sep 24 2026:** Nov 20 2025: East elevation building seven. Same condition as building eight. Membrane has not been extended high enough up posts.

Aqua-Coast Engineering Ltd.
Unit #315 - 13888 Wireless Way, Richmond BC V6V 0A3
Tel: (604) 946-9910 Email: Main@aqua-coast.ca

Field Review

				Inspection Firm Job No.	18183
				Job Report No.	77
Project	Eagleview	Date	Sep 24 2026	Required Inspection	No
Site Address	464 Eaglecrest Drive	Temp.	14 °C	Request Visit	Yes
	Gibsons, BC	Weather	cloud	Re-inspection	No
General Contractor		Site Supervisor		Ph#	
Reported by	Mike Mountain				

E-Mail Copies to:

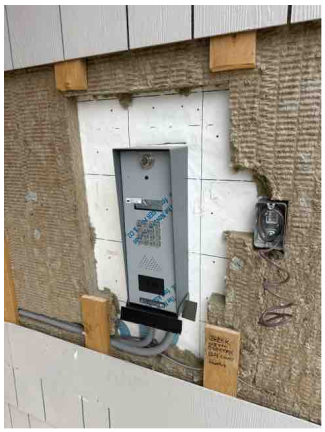
Perrie@perash.ca
Rob@kinddevelopments.ca
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kso@travelers.com

Site Reviews are conducted at appropriate intervals at the discretion of the Consultant to reasonably ascertain the Work's general conformance with the Contract documents. We are not responsible for quality control nor are we responsible for construction means, methods or safety. These reviews are not comprehensive and do not alleviate the Contractor from fulfilling his obligations under the Contract. Site Review comments shall not constitute on their own, grounds for extra costs and time. Noted deficiencies and comments on safety, productivity and jobsite conditions are to be addressed by the Contractor in a timely manner.

COMPILATION OF OUTSTANDING ITEMS
MEETING TODAY WITH NEW CONSTRUCTION TEAM, ARCHITECT AND AQUA-COAST ROOF INSPECTOR

Report 77

77-1		Building 2: East Elevation: Electrical boxes installed at stone cladding.

77-2		Building 2: East Elevation: Exposed SBS to be covered
77-3		Building 5 and 6: Typical: Louvered vents have not been completed per AMA detail. The surrounding walls should be checked for any water ingress or resultant damage. Drywall will likely require removal. Rockwool insulation should only be exposed for 90 days maximum so this insulation should be removed and replaced and the underlying Tyvek checked for damage.
77-4		Building 6: West Elevation: Typical: Seal perimeter of enterphone with high performance tape and install a secondary flashing complete with end dams over top

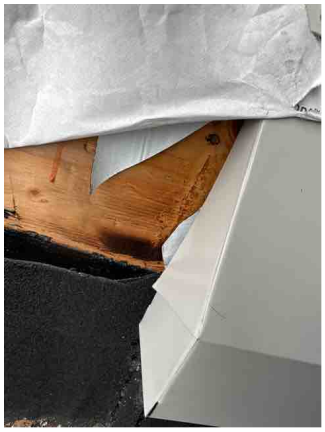
77-5		Building 11: Overview of progress. Louvered vent not yet completed
77-6		Building 5 / 6: East Elevation: Confirmation of corrected saddles required (previous item 71.16) Vapour permeable self-adhered membrane has been extended over top of wall. Membrane on a horizontal surface must be non-permeable high temperature self-adhered membrane
77-7		Amenities Building: North Elevation: The roof drain was not extended through the soffit and moisture damage is occurring to the insulation and wall. In addition, there appears to be a square hole in the wall but it is hard to determine from a distance. To be investigated

77-8		Building 6: South Elevation: Tyvek will require replacement and to be sealed to concrete retaining wall at inside corner with self-adhered membrane complete with tooled termination bead of mastic Note: any exposed Tyvek at any location not yet covered will require replacement as it is well past the maximum exposure limit.

Report 42

42-21		**Sep 24 2026:** Jan 9 2026: Apr 4 2024: Building 8: Level 2: West Elevation: Please provide a photo of the self-adhered membrane to the top of the vent. Tyvek must lap flashing. Gas line and electrical box yet to be detailed.
42-22		**Sep 24 2026:** Jul 31 2025: Outstanding, confirmation required Apr 4 2024: Building 8: Level 2: Flashing installed over roof vent but self-adhered membrane was missed. Remove flashing and install high temp self-adhered membrane and call for review prior to covering.

Report 43

43-14		**Sep 24 2026:** Aug 13 2025: self-adhered membrane and cap flashing ongoing Jul 31 2025: Outstanding, photo provided by Imperial does not show cap flashing over top of protrusion. Apr 24 2024: Building 12: South Elevation: Slope top of wall, apply self-adhered membrane and reglet cap flashing complete with end dams. Retaining wall will abut this protrusion. Keep the retaining wall down 1 1/2” to allow for cap flashing to lap over top of wall.
43-29		**Sep 24 2026: Ongoing** Oct 17 2024: remove flashing for reinspection May 2 2024: Outstanding Apr 24 2024: Building 7: Level 2: East Elevation: Self-adhered membrane at roof vent is not continuous at inside corner. Remove flashing , repair and call for reinspection.

Report 45

45-12		**Sep 24 2026: Outstanding: Note: the underlying wall assembly must be checked for moisture damage.** May 7 2024: Building 10: South Elevation: Level 2 Cladding will require removal as roof vent is incomplete. Why is this cladding proceeding with this area when it is blatantly obvious that the vent detail is not complete?

45-13		**Sep 24 2026: Outstanding: Note: the underlying wall assembly must be checked for moisture damage.** May 7 2024: Building 10: South Elevation: Level 2 As above.
45-33		**Sep 24 2026: Outstanding: Note: the underlying wall assembly must be checked for moisture damage.** May 7 2024: Building 11: North Elevation: Cladding will require removal on this area as well to allow for completion of roof vent detail.

Report 48

48-19		**Sep 24 2026: Outstanding** Jun 26 2025: see SKA-30 for detail. AMA notes that this occurs at multiple locations. May 21 2025: not done and cladding is now completed above vent. Apr 4 2025: Outstanding Jun 10 2024: Building 5: North Elevation: Foundation waterproofing does not extend past vent shaft walls as required. Francois proposed a gooseneck vent is used with the top of this vent shaft roofed to prevent moisture into this shaft. Francois will consult with the Mechanical Consultant to determine if this will work.

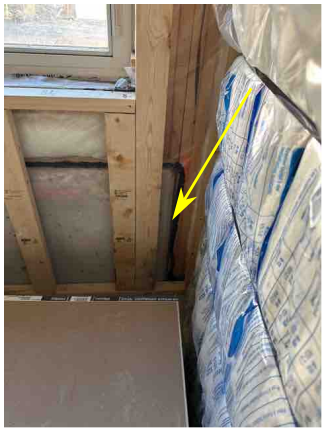
Report 55

55-2		**Sep 24 2026:** Jul 31 2025: no change Apr 4 2025: Outstanding Sep 24 2024: Building 11: Call for reinspection of completed flashings and weather barrier prior to cover. Cement board will require removal.

Report 60

60-11		**Sep 24 2026: Outstanding: Note: the underlying wall assembly must be checked for moisture damage.** Jun 26 2025: Outstanding, refer to Detail 2/A520 Jan 8 2025: Building 6: West Elevation: Louvered vent and duct connection yet to be completed in accordance with the detail.
60-12		**Sep 24 2026: Outstanding: Note: the underlying wall assembly must be checked for moisture damage.** Aug 13 2025: Outstanding, refer to Detail 2/A520 Jan 8 2025: Building 7 and 8: West Elevation: As above.

Report 64

64-8		**Sep 24 2026:** Jul 31 2025: confirmation required Mar 6 2025: Building 5: Level 2: west Spray foam gap.
64-13		**Sep 24 2026:** Jul 31 2025: confirmation required Mar 6 2025: 202: Spray foam gap to maintain continuity air / vapour barrier.
64-23		**Sep 24 2026: engineer's review received and forwarded to Aqua-Coast office.** Aug 13 2025: Ongoing Jun 26 2025: Randy noted that engineer has reviewed and stamped shop drawings will be forwarded to Aqua-Coast office Apr 4 2025: engineered shop drawings required Mar 6 2025: Amenities: North Elevation: Level 1

Report 65

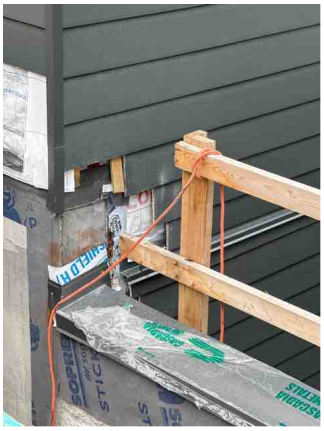
65-10		**Sep 24 2026: Ongoing** Jun 26 2025: AMA noted that these are also installed too high Apr 4 2025: Building 6: West Elevation: Enter phone flashings have been added. Seal head flashing with Siga Wigluv, 3M 3015 or Passiv tape Caulking required between flashing and enter phone
65-18		**Sep 24 2026:** Aug 13 2025: Ongoing Apr 4 2025: Building 11: Elevator Over-run Closure flashing has not been installed at base of Rockwool
65-20		**Sep 24 2026:** Aug 13 2025: Ongoing Jun 26 2025: AMA noted that this concrete will remain but a self-adhered membrane and saddle flashing is required Apr 4 2025: Building 9: (previous item 47.6) Concrete not cut back

Report 66

66-12		**Sep 24 2026:** Aug 13 2025: Outstanding, cladding will require removal. See new items May 21 2025: Building 7: West Elevation: Weather barrier is not tied in at SBS beside door.
66-20		**Sep 24 2026:** Jun 26 2025: Outstanding May 21 2025: Building 5: North Elevation: Cap has not been installed to vent shaft and cladding is now completed above. The Architect specified a goose neck style cap.
66-24		**Sep 24 2026:** Jul 10 2025: Jordan to forward photos Jun 11 2025: see new items May 21 2025: Building 8: Level 3 Baffles installed at HVAC lines but 2 lb urethane spray foam insulation not yet installed

66-25		**Sep 24 2026:** Jun 11 2025: Ongoing, insulator is awaiting duct installation. Building 7 as well May 21 2025: Building 8: Level 3 Vapour barrier missed at this shaft.
66-26		**Sep 24 2026:** Aug 13 2025: confirmation required Jun 11 2025: Outstanding May 21 2025: Building 8: Level 3 Ensure HVAC lines through top plate are sealed to maintain continuity of air / vapour barrier

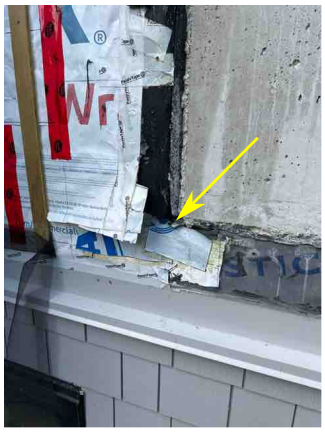
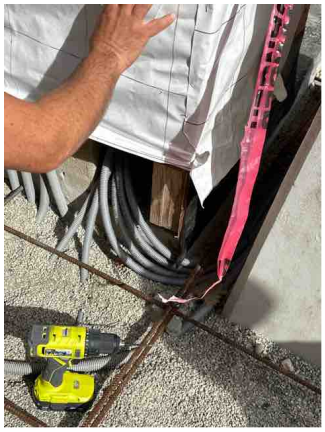
Report 68

68-5		**Sep 24 2026:** Jun 26 2025: Building 9: South-West (Previous item 47.6) concrete has been cut back but weather barrier is not complete. Bare concrete noted

68-8		**Sep 24 2026: Ongoing** Jun 26 2025: Building 5 and 6: East Elevation: Parking Entry SBS Tyvek and cap flashing are not properly sequenced at saddle. Cladding and flashing will require removal.
68-9		**Sep 24 2026: Outstanding, see new items** Jun 26 2025: Building 5: East Elevation: Close up of issue from last photo.

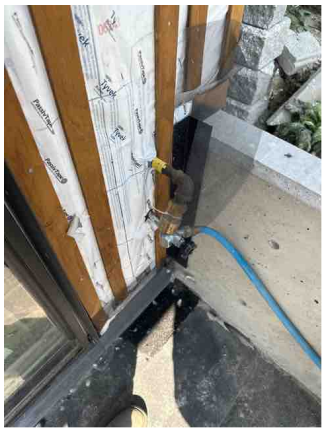
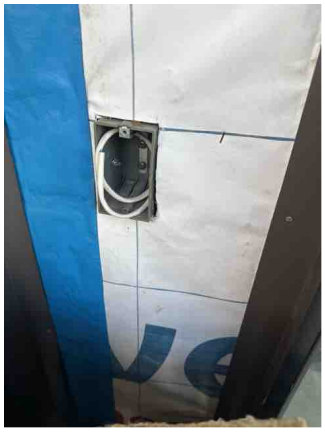
Report 70

70-11		**Sep 24 2026: Ongoing** Sep 16 2025: Refer to remediation detail provided in Architect's report #39 Aug 13 2025: see new items, Perrie noted that he will discuss alternate cladding options with Architect. Jul 31 2025: Building 5: North Elevation: Waterproofing pre-strip under wall does not lap weather barrier below.

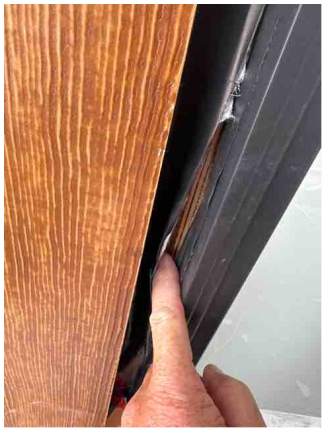
70-12		**Sep 24 2026: Ongoing** Sep 16 2025: Refer to remediation detail provided in Architect's report #39 Aug 13 2025: Outstanding, see above Jul 31 2025: Building 5: North Elevation: Slab waterproofing at corner does not appear to be continuous. A loose self-adhered membrane patch is noted.
70-19		**Sep 24 2026: Ongoing** Aug 13 2025: Ongoing, see new items Jul 31 2025: Amenities Building: South-East Corner Conduits have now been run through void in the base of wall. Discussed option with Jordan and these conduits are to be separated, concrete extended to outer corner and SBS / reinforced Alsan 230 membrane to be applied
70-21		**Sep 24 2026:** Aug 13 2025: Ongoing Jul 31 2025: Amenities / Building 10: No change. Tyvek will require replacement

Report 71

71-4		**Sep 24 2026: awaiting elastomeric paint** Aug 13 2025: Building 1: West Elevation: Install an L flashing in corner. Concrete is in very poor condition and requires remedial work prior to elastomeric paint. Perrie noted that he will discuss options for these walls with the Architect.
71-15		**Sep 24 2026:** Aug 13 2025: Building 6: Car Park Entry Sheathing missing. Weather barrier must continue over concrete column
71-16		**Sep 24 2026: Outstanding, see new items** Aug 13 2025: Building 5 and 6: Car Park Entry Cladding and flashings yet to be removed to allow for missing weather barrier application

71-17		**Sep 24 2026:** Aug 13 2025: Building 5: North-East Gas line and hose bibs not sealed. Hose bib is not set at correct depth. It was discussed that a reglet flashing will be installed to the top of wall complete with end dams
71-19		**Sep 24 2026:** Aug 27 2025: covered, see new items Aug 13 2025: Amenities: West Elevation: Electrical box has been cut through Tyvek.
71-20		**Sep 24 2026** Aug 13 2025: Amenities: West Elevation: South End Hardie cladding is tight to concrete pedestal. This is not acceptable

71-23		**Sep 24 2026:** Aug 13 2025: Amenities: Level 1 Caulking is not maintaining a continuous seal at the door sills.
71-24		**Sep 24 2026:** Aug 13 2025: Amenities: South-East EPDM is not properly sequenced with Tyvek or sealed at perimeter with high performance tape. Seal not evident at red electrical box. Trim blocks required.
71-25		**Sep 24 2026:** Aug 27 2025: see new items. Repair not acceptable. Aug 13 2025: Amenities: South-East Void at corner not filled with concrete per last site visit. Sealing conduits in the base of the wall is very problematic. An option that was discussed was to relocate the conduit penetrations through a Primex vent higher up the wall. Perrie will discuss with the Architect.

71-26		**Sep 24 2026:** Aug 27 2025: see new items. Repair not acceptable. Aug 13 2025: Amenities: North-West Concrete will require to be cut back further to allow for proper SBS waterproofing application over exposed plywood sheathing.
71-27		**Sep 24 2026:** Aug 13 2025: Building 7: West Elevation: Door not sealed acceptably. Cladding will require removal (previous item 66.12)

Report 72

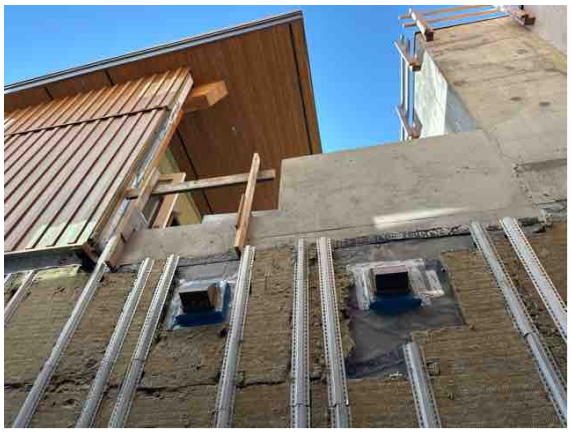
72-3		**Sep 24 2026:** Aug 27 2025: Building 2: As seen here the waterproofing has been ground off beyond the retaining wall. Crack at cold joint is also noted. It will be critical to provide protection to this joint and exposed concrete wall. Options for cladding the exposed concrete were discussed and Perrie will review this option with the Architect.

72-8		**Sep 24 2026:** Aug 27 2025: Amenities: West Elevation: Level 2 The jamb of the door is not sealed acceptably. Self-adhered membrane is not adhered to door frame
72-9		**Sep 24 2026:** Aug 27 2025: Amenities: Level 2: West Elevation: SBS at door sill not yet repaired on one opening.
72-10		**Sep 24 2026:** Aug 27 2025: Amenities: Level 2: West Elevation: Damaged SBS repairs attempted. Ensure Aqua-Coast roof inspector reviews this repair and approves prior to cover.

72-11		**Sep 24 2026:** Aug 27 2025: Amenities: Level 2: West Elevation: Electrical box must be extended to face of cladding and a Raindog trim kit or trim block complete with flashing installed
72-12		**Sep 24 2026:** Aug 27 2025: Amenities: North-East Corner: Level 1 PMMA has been applied to outer corner of foundation but the styrofoam was not removed to allow proper access and loose reinforcement is evident. Repair and ensure Aqua-Coast roof inspector reviews prior to cover.
72-13		**Sep 24 2026:** Aug 27 2025: Amenities: North-East Corner: Level 1 Overview of last item.

72-14		**Sep 24 2026:** Aug 27 2025: Amenities: Level 1: North-East Corner PMMA has been applied over styrofoam in this corner and the bottom section is open. Loose reinforcement also evident.

Report 73

73-21		**Sep 24 2026: Refer to today's Aqua-Coast roof report** Sep 16 2025: North Elevation: Slab edge at Building 1 and 5 SBS slab waterproofing has been cut off at slab edge and a curb poured on top. The SBS was to extend down over and lap the foundation waterproofing below. It will be very difficult to repair this now. Aqua-Coast roof inspector will be conducting a site visit and will review options with the site.
73-22		**Sep 24 2026:** Sep 16 2025: Amenities: North Elevation: Vent caps now installed. Ensure head flashings are provided over vent caps. Reveal at slab to wall cold joint that was on the drawings was not provided. To be rectified

73-25		**Sep 24 2026:** Sep 16 2025: Typical: Junction boxes have been installed over the conduits for the electrical wires. Ensure top and sides of junction boxes are sealed See next item
73-26		**Sep 24 2026: photos of wire penetration seals received.** Sep 16 2025: Jordan noted that the back of the junction boxes was cored out to allow for the conduit to extend into the junction box. Caulk the perimeter of the conduit and seal the void in the conduit with spray foam ensuring that the wires are separated

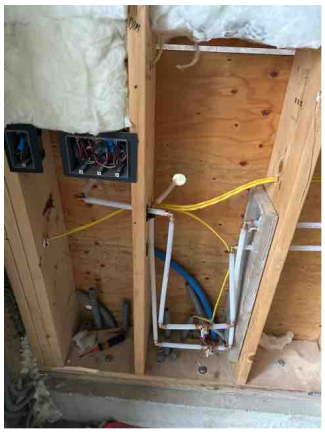
Report 74

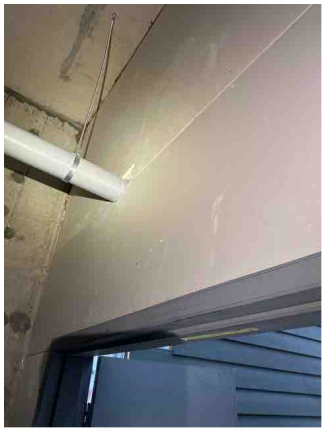
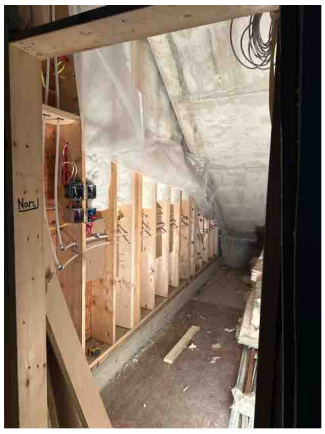
74-8		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: repair confirmation required Oct 28 2025: Building 3: West Elevation: Cement board in progress. Confirmation of repair of negative lap over window sill flange required

74-19		**Sep 24 2026: Ongoing** Oct 28 2025: Typical: Ensure gap between stone veneer and fascia is caulked.
74-24		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Ongoing Oct 28 2025: Building 5: North Elevation: Parging of concrete wall underway. Additional parging required where noted by arrow.

Report 75

75-1		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Review of insulation and vapour barrier of Amenities Building Insulation not yet completed to this wall area.

75-2		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Building: Level 1: Stair Landing Discussed option of spray foam to be applied to difficult concealed space behind stair landing. Transition to poly vapour barrier with blocking
75-6		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Building: Level 1 Insulation and vapour barrier not yet completed. Ok to transition to spray foam behind plumbing lines. Electrical not yet completed in this corner.
75-7		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Building: Level 1: South Elevation: As above.

75-10		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Mechanical Room: Pipe penetrations yet to be sealed. Head flashing and door seal ongoing
75-11		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Pool: Mechanical Room: Vapour barrier not sealed at pipe penetrations.
75-12		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities: Level 1 Insulation and vapour barrier not completed below stairs.

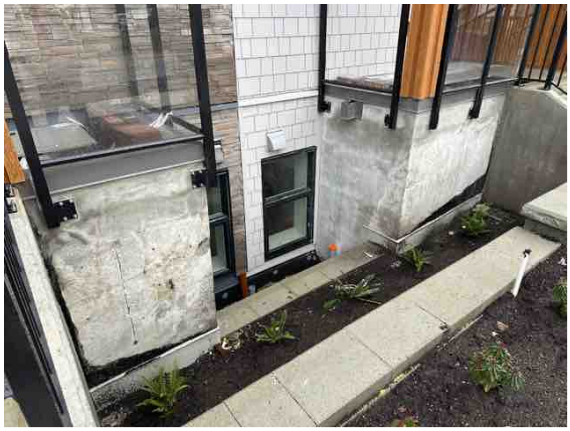
75-13		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Building: Level 2 Entry Insulation does not fill cavity. To be rectified.
75-14		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Building: Level 2 Caulking at window head ongoing.
75-15		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Building: Level 2: East Elevation: Insulation and vapour barrier not yet completed.

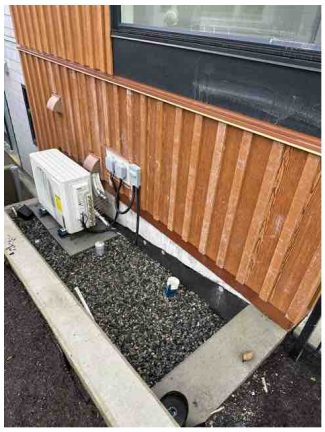
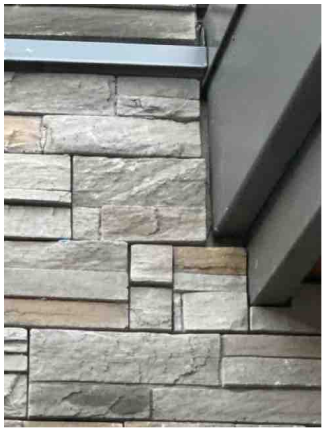
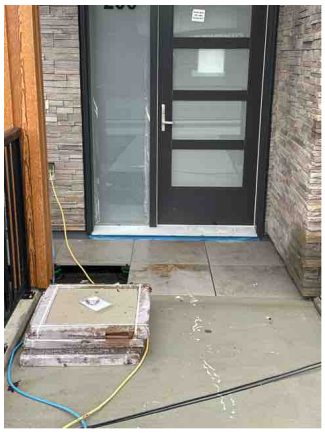
75-17		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Level 2: Wire penetrations not sealed. Poly boots missing behind metal electrical boxes.
75-19		**Sep 24 2026:** Jan 9 2026: Nov 20 2025: Amenities Level 2: North Elevation: Vapour barrier not yet completed

Report 76

76-1		**Sep 24 2026: Ongoing. Ok to cover with flashing.** Jan 9 2026: Building 2: East Elevation: South End Caulk between door trim and SBS cap sheet. Ok to cover with flashing.

76-2		**Sep 24 2026: Outstanding** Jan 9 2026: Building 2: East Elevation: Typical of Buildings 1 to 4 Ensure that overflows are caulked.
76-3		**Sep 24 2026:** Jan 9 2026: Building 2: East Elevation: Trim off excess self-adhered membrane and caulk junction.
76-4		**Sep 24 2026: Complete** Jan 9 2026: Building 1 and 2 Gas lines yet to be caulked

76-5		**Sep 24 2026: Painting of trim blocks ongoing** Jan 9 2026: Building 1: West Elevation: Hose bib trim blocks installed. Ensure block is painted on all sides.
76-6		**Sep 24 2026:** Jan 9 2026: Building 2: Typical: Concrete prep underway for elastomeric paint. Flashing to be adjusted to match grade.
76-7		**Sep 24 2026:** Jan 9 2026: Building 1: West Elevation: As above

76-8		**Sep 24 2026:** Jan 9 2026: Building 3: North Elevation: Termination bar to be installed over drain mat. Check with Architect where elevation of cladding does not match drawings.
76-9		**Sep 24 2026:** Jan 9 2026: Building 3: Typical: Caulking required between fascia and stone.
76-10		**Sep 24 2026:** Jan 9 2026: Building 3: Typical: Flat stock flashing required over exposed self-adhered membrane to protect from UV

76-11		**Sep 24 2026:** Jan 9 2026: Building 3 and 4: Ensure 8” clearance from cladding to soil. Gravel strip perimeter recommended
76-12		**Sep 24 2026:** Jan 9 2026: Building 3: East Elevation: trim back rainscreen and exposed Passiv tape.
76-13		**Sep 24 2026:** Jan 9 2026: Building 3: East Elevation: Overflow scuppers yet to be caulked

Aqua–Coast Engineering Ltd.
Unit 201 - 5155 Ladner Trunk Road, Delta BC V4K 1W4
Tel: (604) 946-9910 Fax: (604) 946-9914

Inspection Report

Project	Eagleview	Date	Jul 10 2025	Inspection Firm Job No.	18183
Site Address	464 Eaglecrest Drive	Temp.	16 °C	Job Report No.	69
	Gibsons, BC	Weather	sun	Required Inspection	Yes
General Contractor	Kindred	Site Supervisor	Randy Hoffart	Request Visit	No
Reported by	Mike Mountain			Re-inspection	No
				Ph#	(250) 784-8985

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francois@amarchitects.com
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rhoffart@kindredconstruction.com
jditchfield@kindredconstruction.com
rob@kinddevelopments.ca
radupopa@bty.com
justin@kinddevelopments.ca
perrie@kinddevelopments.ca

Site Reviews are conducted at appropriate intervals at the discretion of the Consultant to reasonably ascertain the Work's general conformance with the Contract documents. We are not responsible for quality control nor are we responsible for construction means, methods or safety. These reviews are not comprehensive and do not alleviate the Contractor from fulfilling his obligations under the Contract. Site Review comments shall not constitute on their own, grounds for extra costs and time. Noted deficiencies and comments on safety, productivity and jobsite conditions are to be addressed by the Contractor in a timely manner.

REVIEW OF ONGOING BUILDING ENVELOPE DEFICIENCIES. RANDY NOTED THAT EFFORTS ARE CONCENTRATED TO BUILDINGS 1 to 4 AS THESE ARE THE FIRST 4 BUILDINGS TO REQUEST OCCUPANCY.

DEFICIENCIES HAVE NOT BEEN ADDRESSED AT OTHER BUILDINGS SINCE LAST SITE REVIEW.

Report 37

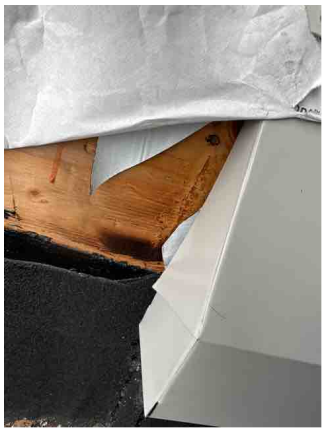
37-31		**Jul 10 2025:** Jun 26 2025: Outstanding: flashing ongoing. AMA also noted that waterproofing is to be cut back to finished grade. Jan 24 2024: Building 8: South Elevation: Please advise how the cladding will be terminated on this area. It appears that a vertical flashing is required.

Report 42

42-21		**Jul 10 2025:** Jun 26 2025: Outstanding Apr 4 2024: Building 8: Level 2: West Elevation: Please provide a photo of the self-adhered membrane to the top of the vent. Tyvek must lap flashing. Gas line and electrical box yet to be detailed.
42-22		**Jul 10 2025:** Jun 26 2025: Outstanding, confirmation required Apr 4 2024: Building 8: Level 2: Flashing installed over roof vent but self-adhered membrane was missed. Remove flashing and install high temp self-adhered membrane and call for review prior to covering.

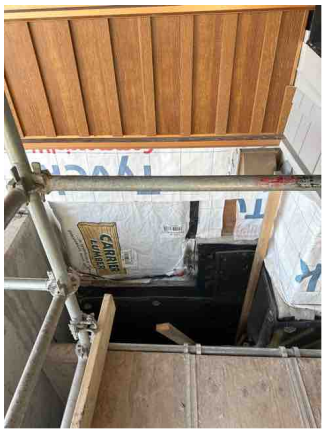
Report 43

43-8		**Jul 10 2025: photos of self-adhered membrane and flashing reviewed on Jordan's phone for Buildings 11 and 12. Include photos in revised Kindred report.** Apr 24 2024: Building 12: Level 2: Vent flashing installed. Photo of underlying self-adhered membrane required. This was to be reviewed prior to cover.
43-14		**Jul 10 2025:** Jun 26 2025: Outstanding Apr 24 2024: Building 12: South Elevation: Slope top of wall, apply self-adhered membrane and reglet cap flashing complete with end dams. Retaining wall will abut this protrusion. Keep the retaining wall down 1 1/2" to allow for cap flashing to lap over top of wall.
43-15		**Jul 10 2025:** Jun 26 2025: Outstanding, caulking not tooled properly Apr 24 2024: Building 12: South Elevation: Gum-lip flashing caulking not acceptable

43-29		**Jul 10 2025:** Jun 26 2025: Ongoing Oct 17 2024: remove flashing for reinspection May 2 2024: Outstanding Apr 24 2024: Building 7: Level 2: East Elevation: Self-adhered membrane at roof vent is not continuous at inside corner. Remove flashing , repair and call for reinspection.

Report 45

45-12		**Jul 10 2025:** Jun 26 2025: Outstanding May 7 2024: Building 10: South Elevation: Level 2 Cladding will require removal as roof vent is incomplete. Why is this cladding proceeding with this area when it is blatantly obvious that the vent detail is not complete?
45-13		**Jul 10 2025:** Jun 26 2025: Outstanding May 7 2024: Building 10: South Elevation: Level 2 As above.

45-27		**Jul 10 2025:** Jun 26 2025: Outstanding Jun 10 2024: tooled termination bead of mastic required over negative lap of self-adhered membrane May 7 2024: Building 9: Level 2: South Elevation: Cap flashings not yet installed. Overflow not yet sealed.
45-33		**Jul 10 2025:** Jun 26 2025: Outstanding May 7 2024: Building 11: North Elevation: Cladding will require removal on this area as well to allow for completion of roof vent detail.
45-34		**Jul 10 2025:** Jun 26 2025: Outstanding May 7 2024: Building 11: North Elevation: Sloped substrate and self-adhered membrane required at top of concrete wall. Tyvek not yet completed

Report 48

48-19		**Jul 10 2025:** Jun 26 2025: see SKA-30 for detail. AMA notes that this occurs at multiple locations. May 21 2025: not done and cladding is now completed above vent. Apr 4 2025: Outstanding Jun 10 2024: Building 5: North Elevation: Foundation waterproofing does not extend past vent shaft walls as required. Francois proposed a gooseneck vent is used with the top of this vent shaft roofed to prevent moisture into this shaft. Francois will consult with the Mechanical Consultant to determine if this will work.

Report 50

50-11		**Jul 10 2025:** Jun 26 2025: Outstanding May 21 2025: covered without review Apr 4 2025: Outstanding Jul 8 2024: Building 4: South Elevation: Once again the cladding has been installed without the self-adhered membrane and flashings at the roof vent. Cladding will require removal.
50-37		**Jul 10 2025:** Jun 26 2025: covered, confirmation required Jul 8 2024: Building 4: West Elevation: Level 2 / 3 Bare plywood noted at roof saddle. To be rectified.

Report 54

54-6		**Jul 10 2025:** Jun 26 2025: Ongoing May 21 2025: Building 3 as well. Apr 4 2025: Outstanding Sep 10 2024: Building 4: West Elevation: Waterproofing and drain mat is not continuous behind retaining wall as required.

Report 55

55-2		**Jul 10 2025:** Jun 26 2025: no change Apr 4 2025: Outstanding Sep 24 2024: Building 11: Call for reinspection of completed flashings and weather barrier prior to cover. Cement board will require removal.

Report 59

59-9		**Jul 10 2025:** Jun 26 2025: still Outstanding Apr 4 2025: Outstanding Dec 6 2024: Building 1: West Elevation: Hose bib cored though completed cladding.

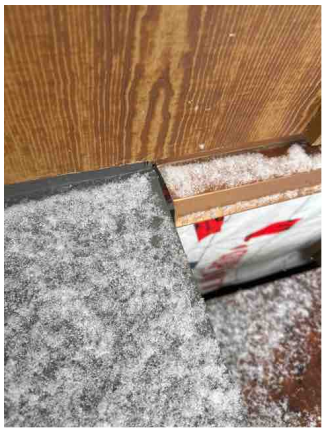
Report 60

60-9		**Jul 10 2025:** Jun 26 2025: covered, confirmation required Jan 8 2025: Building 4: West Elevation: Tyvek must be continuous behind thru-wall flashing. Ensure that weather protection is maintained as these walls are insulated
60-11		**Jul 10 2025:** Jun 26 2025: Outstanding, refer to Detail 2/A520 Jan 8 2025: Building 6: West Elevation: Louvered vent and duct connection yet to be completed in accordance with the detail.
60-12		**Jul 10 2025:** Jun 26 2025: Outstanding Outstanding, refer to Detail 2/ A520 Jan 8 2025: Building 7 and 8: West Elevation: As above.

Report 61

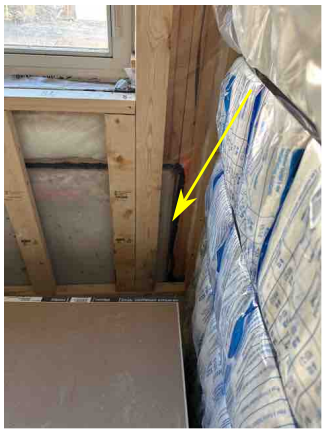
61-1		**Jul 10 2025:** Jun 26 2025: still Outstanding Apr 4 2025: Outstanding Jan 21 2025: Building 2: Level 2 Balcony Hose bib has.been cored through completed cladding. Cladding will require removal to allow for proper seal.
61-12		**Jul 10 2025:** Jun 26 2025: cladding to be removed and weather barrier tied-in Jan 21 2025: Building 5 and 6: East Elevation: Cladding will require removal to allow for completion of SBS and tie-in of weather barrier

Report 62

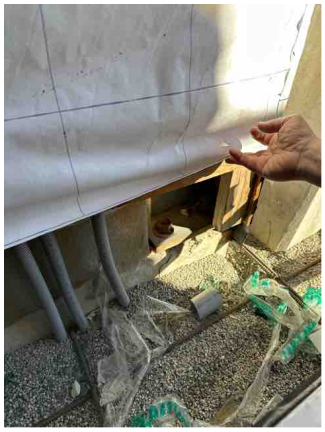
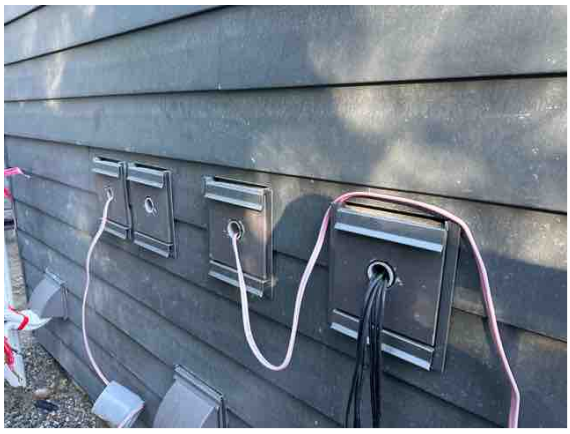
62-26		**Jul 10 2025:** Jun 26 2025: Outstanding Feb 3 2025: Building 4: West Elevation: Void between cap flashing and thru-wall flashing to be rectified. End dam missing at thru-wall flashing

62-27		**Jul 10 2025:** Jun 26 2025: Outstanding Feb 3 2025: Building 4: West Elevation: Back plate missing at cap flashing upturn. Discussed options for tie-in of flashings with Jordan.

Report 64

64-8		**Jul 10 2025:** Jun 26 2025: confirmation required Mar 6 2025: Building 5: Level 2: west Spray foam gap.
64-13		**Jul 10 2025:** Jun 26 2025: confirmation required Mar 6 2025: 202: Spray foam gap to maintain continuity air / vapour barrier.

64-23		**Jul 10 2025:** Jun 26 2025: Randy noted that engineer has reviewed and stamped shop drawings will be forwarded to Aqua-Coast office Apr 4 2025: engineered shop drawings required Mar 6 2025: Amenities: North Elevation: Level 1 Thermally broken clips are noted to be at 3’ centres vertically. This must also be confirmed to be structurally adequate.
64-24		**Jul 10 2025:** Jun 26 2025: Outstanding Mar 6 2025: Amenities: North Elevation: Voids in Rockwool insulation not acceptable.
64-25		**Jul 10 2025:** Jun 26 2025: Outstanding, confirmation required Apr 4 2025: Mar 6 2025: Amenities: North Elevation: Insulation is exposed at thru-wall flashing. Bug screen to be confirmed.

64-26		**Jul 10 2025:** Jun 26 2025: Mar 6 2025: Amenities: South Elevation: Bug screen missing at base of wall.
64-28		**Jul 10 2025:** Jun 26 2025: Outstanding Mar 6 2025: Amenities: South-East Void in wall to be insulated and sheathing applied and SBS applied over sealing onto concrete. Tyvek Air / weather barrier must seal to concrete
64-32		**Jul 10 2025:** Jun 26 2025: Outstanding, see new items for example Mar 6 2025: Typical: Covers required over pipe and wire penetrations

Report 65

65-9		**Jul 10 2025:** Jun 26 2025: Ongoing Apr 4 2025: Building 5: Typical: Ensure a 3/8” gap is left between stone and cladding / trims for backer rod and urethane caulking
65-10		**Jul 10 2025:** Jun 26 2025: AMA noted that these are also installed too high Apr 4 2025: Building 6: West Elevation: Enter phone flashings have been added. Seal head flashing with Siga Wigluv, 3M 3015 or Passiv tape Caulking required between flashing and enter phone
65-18		**Jul 10 2025:** Jun 26 2025: Ongoing Apr 4 2025: Building 11: Elevator Over-run Closure flashing has not been installed at base of Rockwool

65-20		**Jul 10 2025:** Jun 26 2025: AMA noted that this concrete will remain but a self-adhered membrane and saddle flashing is required Apr 4 2025: Building 9: (previous item 47.6) Concrete not cut back

Report 66

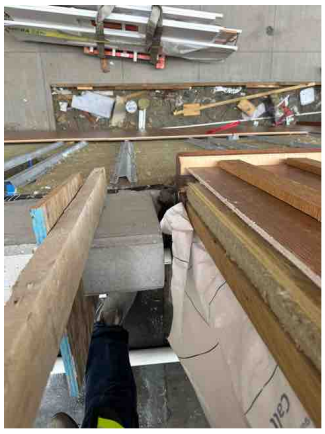
66-1		**Jul 10 2025:** Jun 26 2025: Ongoing May 21 2025: Building 1: Tyvek on Buildings 1 to 4 has been exposed far longer than the maximum 9 months allowable by DuPont. Any Tyvek that is still exposed on the project will require replacement.
66-5		**Jul 10 2025:** Jun 26 2025: head flashing not yet installed May 21 2025: Building 3: South Elevation: Soprema Stick VP weather barrier applied to concrete. Head flashing ongoing.

66-6		**Jul 10 2025:** Jun 26 2025: Ongoing May 21 2025: Building 3: South Elevation: It does not appear that the weather barrier is continuous at this inside corner. To be rectified.
66-9		**Jul 10 2025:** Jun 26 2025: Ongoing May 21 2025: Typical: Stone trim kits required at all electrical fixtures
66-10		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: May 21 2025: Building 3: Typical: Please advise how the stone to trim junction will be sealed as there is generally no allowance for the required rod and caulk joint.

66-12		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: May 21 2025: Building 7: West Elevation: Weather barrier is not tied in at SBS beside door.
66-13		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: May 21 2025: Building 3: North Elevation: Hardie Shingles must be installed from the bottom up. Randy noted that this wall is being stripped. Vent hood has been installed over finished Tyvek
66-14		**Jul 10 2025:** Jun 26 2025: refer to SI-135 May 21 2025: Building 3: North Elevation: Concrete cannot be poured against wood framed wall. Tyvek is not lapping foundation sufficiently as well

66-15		**Jul 10 2025:** Jun 26 2025: AMA noted that these concrete is high enough in this area for walkway / stair. Waterproofing must be completed and cladding installed from bottom up rather than top down May 21 2025: Building 2: South Elevation: Same issues as Building 3.
66-16		**Jul 10 2025:** Jun 26 2025: Outstanding May 21 2025: Building 2: South Elevation: SBS is back-lapped over flashing. To be rectified.
66-20		**Jul 10 2025:** Jun 26 2025: Outstanding May 21 2025: Building 5: North Elevation: Cap has not been installed to vent shaft and cladding is now completed above. The Architect specified a goose neck style cap.

66-22		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: May 21 2025: Building 1 to 4. Typical: Stone cladding has been installed tight to Tyvek. A gap must be left. EPDM at electrical box is not detailed. Hardie corner trim has been installed on Building 3 and should be installed on rainscreen at all such locations. EPDM not yet sealed at electrical box.
66-24		**Jul 10 2025: Jordan to forward photos** Jun 11 2025: see new items May 21 2025: Building 8: Level 3 Baffles installed at HVAC lines but 2 lb urethane spray foam insulation not yet installed
66-25		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: Ongoing, insulator is awaiting duct installation. May 21 2025: Building 8: Level 3 Vapour barrier missed at this shaft.

66-26		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: Outstanding May 21 2025: Building 8: Level 3 Ensure HVAC lines through top plate are sealed to maintain continuity of air / vapour barrier
66-32		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: May 21 2025: Amenities Building: West Elevation: Tyvek underway. Flanged electrical outlets required.
66-33		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: May 21 2025: Amenities: West Elevation: Randy noted that a boxed scupper has been specified for this location. Please advise how the cladding on this wall will be terminated.

66-34		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: May 21 2025: Building 11: North Elevation: No change: refer to previous items
66-37		**Jul 10 2025:** Jun 26 2025: Outstanding May 21 2025: Amenities: North-East Corner SBS wall base waterproofing does not extend around corner to cover the exposed sheathing as required. concrete will require to be cut back to allow for membrane tie-in
66-39		**Jul 10 2025:** Jun 26 2025: AMA also noted that one vent hood is missing May 21 2025: Amenities: North Elevation: Electrical boxes not sealed. Vent hood installed over Rockwool

Report 67

67-13		**Jul 10 2025:** Jun 26 2025: Ongoing Jun 11 2025: North End at Elevator Spray foam gap between block wall and stud.
67-18		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: Building 8: Typical: Duct installation not complete. Vapour barrier will need to be installed and sealed to duct.
67-19		**Jul 10 2025:** Jun 26 2025: Jun 11 2025: Building 7: See previous item

Report 68

68-1		**Jul 10 2025:** Jun 26 2025: Building 1: West Elevation: No change to Tyvek at this location
68-2		**Jul 10 2025: Outstanding** Jun 26 2025: Building 2: West Elevation: Tyvek has now been replaced with Soprema Stick VP but has been back-lapped over window sill. Head flashings not yet installed and Soprema Stick VP has been adhered Head flashings required over vent hoods.
68-3		**Jul 10 2025: Outstanding** Jun 26 2025: Building 3: West Elevation: As above but Tyvek has been lapped and sealed over window sill flange. To be rectified

68-4		**Jul 10 2025: Outstanding** Jun 26 2025: Building 2: West Elevation: The Soprema Stick VP that was applied over the window sill flange was carefully cut back to expose flange. It will be necessary to complete cutting back vapour permeable self-adhered membrane and taping the top edge of the Soprema Stick VP to the Tyvek window sill pre-strip with Passiv tape (below the original window sill peel and stick)
68-5		**Jul 10 2025:** Jun 26 2025: Building 9: South-West (Previous item 47.6) concrete has been cut back but weather barrier is not complete. Bare concrete noted
68-7		**Jul 10 2025:** Jun 26 2025: Amenities: North Elevation: Rainscreen in place. Vent hoods Ongoing

68-8		**Jul 10 2025:** Jun 26 2025: Building 5 and 6: East Elevation: Parking Entry SBS Tyvek and cap flashing are not properly sequenced at saddle. Cladding and flashing will require removal.
68-9		**Jul 10 2025:** Jun 26 2025: Building 5: East Elevation: Close up of issue from last photo.

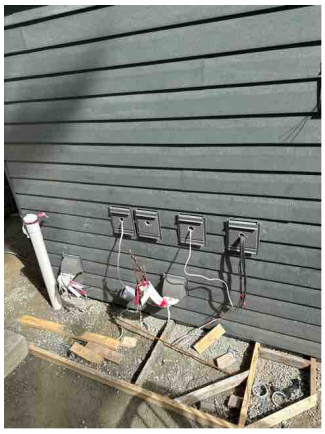
Report 69

69-1		Building 2: West Elevation: Soprema Stick VP not yet properly sequenced with window prep

69-2		Photo provided by Jordan showing that over-exposed Tyvek was removed prior to installing Soprema Stick VP or Tyvek on Buildings 2 and 3 12” was left on either side and window pre-strip is in palace to allow tie-in
69-3		Building 2: West Elevation: Electrical box has been cut-in after completion of cladding and non-flanged box was used and nut sealed at Tyvek
69-4		Building 2: West Elevation: Ensure weather barrier is completed at Level 1 above window to avoid moisture ingress. Head flashing also required with proper lap.

69-5		Building 2: West Elevation: Cladding requires removal to allow for seal of hose bib and Raindog installation.
69-6		Building 1: West Elevation: Over-exposed Tyvek yet to be replaced (ensure proper sequencing with window and vent hood pre-strip)
69-7		Building 2: Typical: Please advise how the stone will be finished against the Raindog trim kit in the corner

69-8		Building 3: West Elevation: Siding is too low if pavers are flush to newly poured walkway. Ensure 2” clearance is provided at all such locations.
69-9		Building 3: West Elevation: Incorrectly sequenced Tyvek yet to be repaired.
69-10		Building 3: West Elevation: As above

69-11		Building 3: West Elevation: Cladding will require removal to allow for proper sequencing of hose bib EPDM
69-12		Building 4: West Elevation: Overexposed Tyvek yet to be replaced.
69-13		See next item for suggested cover over HVAC lines and power cable conduits.

69-14		HVAC line conduit cover example. Ok to use on approval from Architect.
69-15		Building 4: South Elevation: Typical: In ALL areas where self-adhered membrane and flashing was not installed prior to cladding a review of the high-temp self-adhered membrane, flashing, vent screen and proper sequencing will be required prior to re-cladding.
69-16		Building 8: South Elevation: It was noted that the Hardie Shingle was not being nailed on the specified nail line. When the installer was questioned he was unaware that the Hardie Shingle must be nailed on the specified line as stated on every shingle.

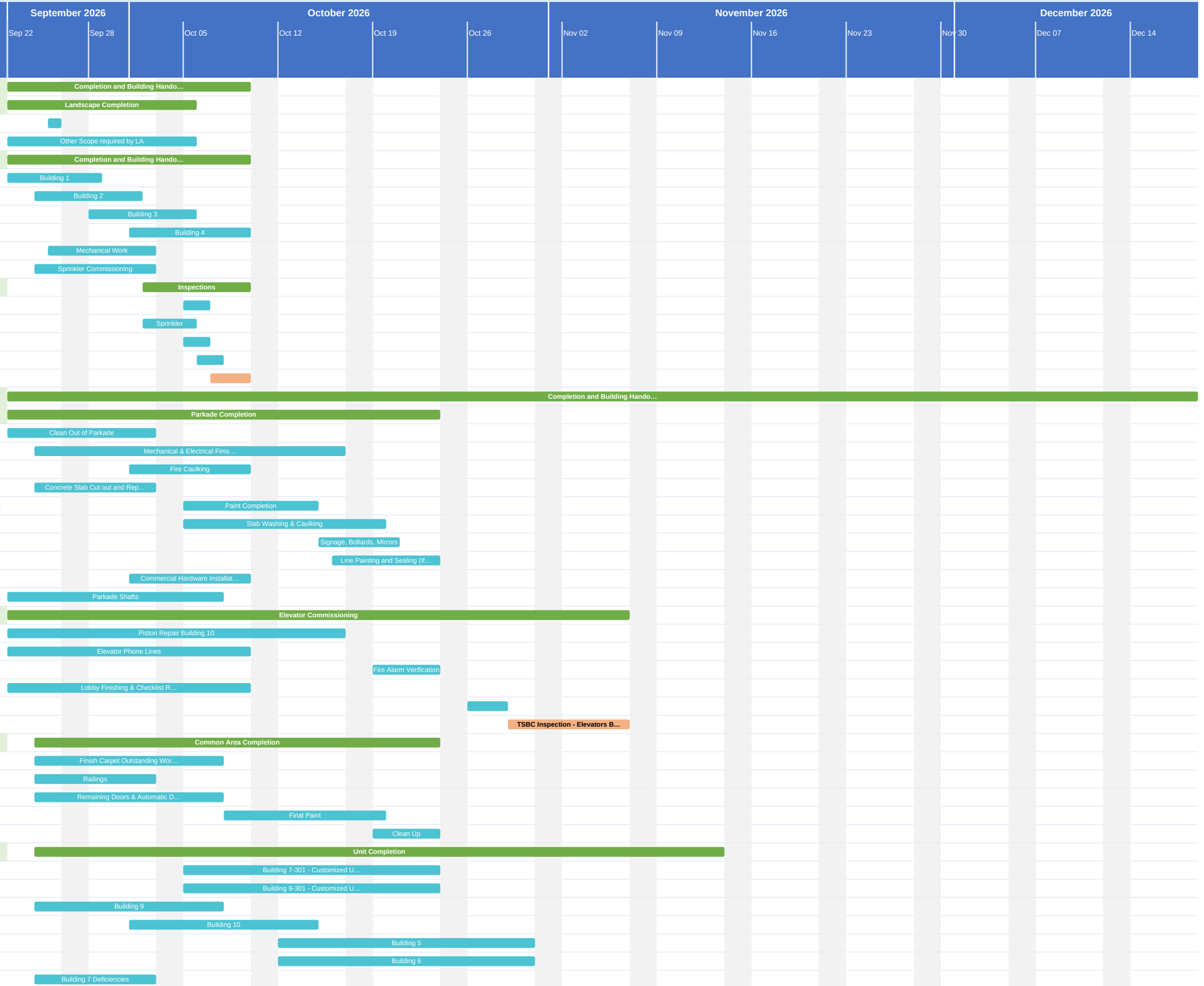
69-17		Building 8: South Elevation: Shingles removed and improper nailing noted to underlying courses.
69-18		Building 8: South Elevation: Shingle removed below thru-wall flashing and correct nailing was noted. Remove shingles above thru-wall flashing until approved nailing pattern is found
69-19		Building 8: Level 1: South Elevation: Parking garage exhaust vent must extend up behind cladding and be lapped by weather barrier (refer to detail provided by Architect) 2 other such exhaust vents exist.

69-20		Building 1: Exterior window caulking in progress and generally acceptable
69-21		Building 1: West Elevation: As above.

EAGLE VIEW HEIGHTS - DETAILED RECOVERY SCHEDULE

Start: September 22, 2026 | Central Park: September 22-November 22 | Occupancy / Wrap-Up: December 18, 2026

WBS	Task	Start	Finish	Days
1	**Completion and Building Handover Buildings 1-4**	Sep 22	Oct 09	18
1.1	**Landscape Completion**	Sep 22	Oct 05	14
1.1.1	SOD Delivery	Sep 25	Sep 25	1
1.1.2	Other Scope required by LA	Sep 22	Oct 05	14
1.2	**Completion and Building Handover**	Sep 22	Oct 09	18
1.2.1	Building 1	Sep 22	Sep 28	7
1.2.2	Building 2	Sep 24	Oct 01	8
1.2.3	Building 3	Sep 28	Oct 05	8
1.2.4	Building 4	Oct 01	Oct 09	9
1.2.5	Mechanical Work	Sep 25	Oct 02	8
1.2.6	Sprinkler Commissioning	Sep 24	Oct 02	9
1.3	**Inspections**	Oct 02	Oct 09	8
1.3.1	Mechanical	Oct 05	Oct 06	2
1.3.2	Sprinkler	Oct 02	Oct 05	4
1.3.3	Landscape	Oct 05	Oct 06	2
1.3.4	Architectural	Oct 06	Oct 07	2
1.3.5	City Inspection / Handover	Oct 07	Oct 09	3
2	**Completion and Building Handover Buildings 5-12**	Sep 22	Dec 18	88
2.1	**Parkade Completion**	Sep 22	Oct 23	32
2.1.1	Clean Out of Parkade	Sep 22	Oct 02	11
2.1.2	Mechanical & Electrical Finishing	Sep 24	Oct 16	23
2.1.3	Fire Caulking	Oct 01	Oct 09	9
2.1.4	Concrete Slab Cut out and Repour	Sep 24	Oct 02	9
2.1.5	Paint Completion	Oct 05	Oct 14	10
2.1.6	Slab Washing & Caulking	Oct 05	Oct 19	15
2.1.7	Signage, Bollards, Mirrors	Oct 15	Oct 20	6
2.1.8	Line Painting and Sealing (If Required)	Oct 16	Oct 23	8
2.1.9	Commercial Hardware Installation	Oct 01	Oct 09	9
2.1.10	Parkade Shafts	Sep 22	Oct 07	16
2.2	**Elevator Commissioning**	Sep 22	Nov 06	46
2.2.1	Piston Repair Building 10	Sep 22	Oct 16	25
2.2.2	Elevator Phone Lines	Sep 22	Oct 09	18
2.2.3	Fire Alarm Verification	Oct 19	Oct 23	5
2.2.4	Lobby Finishing & Checklist Review	Sep 22	Oct 09	18
2.2.5	TSBC Checklist & Sign Off	Oct 26	Oct 28	3
2.2.6	TSBC Inspection - Elevators B5-12	Oct 29	Nov 06	9
2.3	**Common Area Completion**	Sep 24	Oct 23	30
2.3.1	Finish Carpet Outstanding Work	Sep 24	Oct 07	14
2.3.2	Railings	Sep 24	Oct 02	9
2.3.3	Remaining Doors & Automatic Door Operat…	Sep 24	Oct 07	14
2.3.4	Final Paint	Oct 08	Oct 19	12
2.3.5	Clean Up	Oct 19	Oct 23	5
2.4	**Unit Completion**	Sep 24	Nov 13	51
2.4.1	Building 7-301 - Customized Unit	Oct 05	Oct 23	19
2.4.2	Building 9-301 - Customized Unit	Oct 05	Oct 23	19
2.4.3	Building 9	Sep 24	Oct 07	14
2.4.4	Building 10	Oct 01	Oct 14	14
2.4.5	Building 5	Oct 12	Oct 30	19
2.4.6	Building 6	Oct 12	Oct 30	19
2.4.7	Building 7 Deficiencies	Sep 24	Oct 02	9

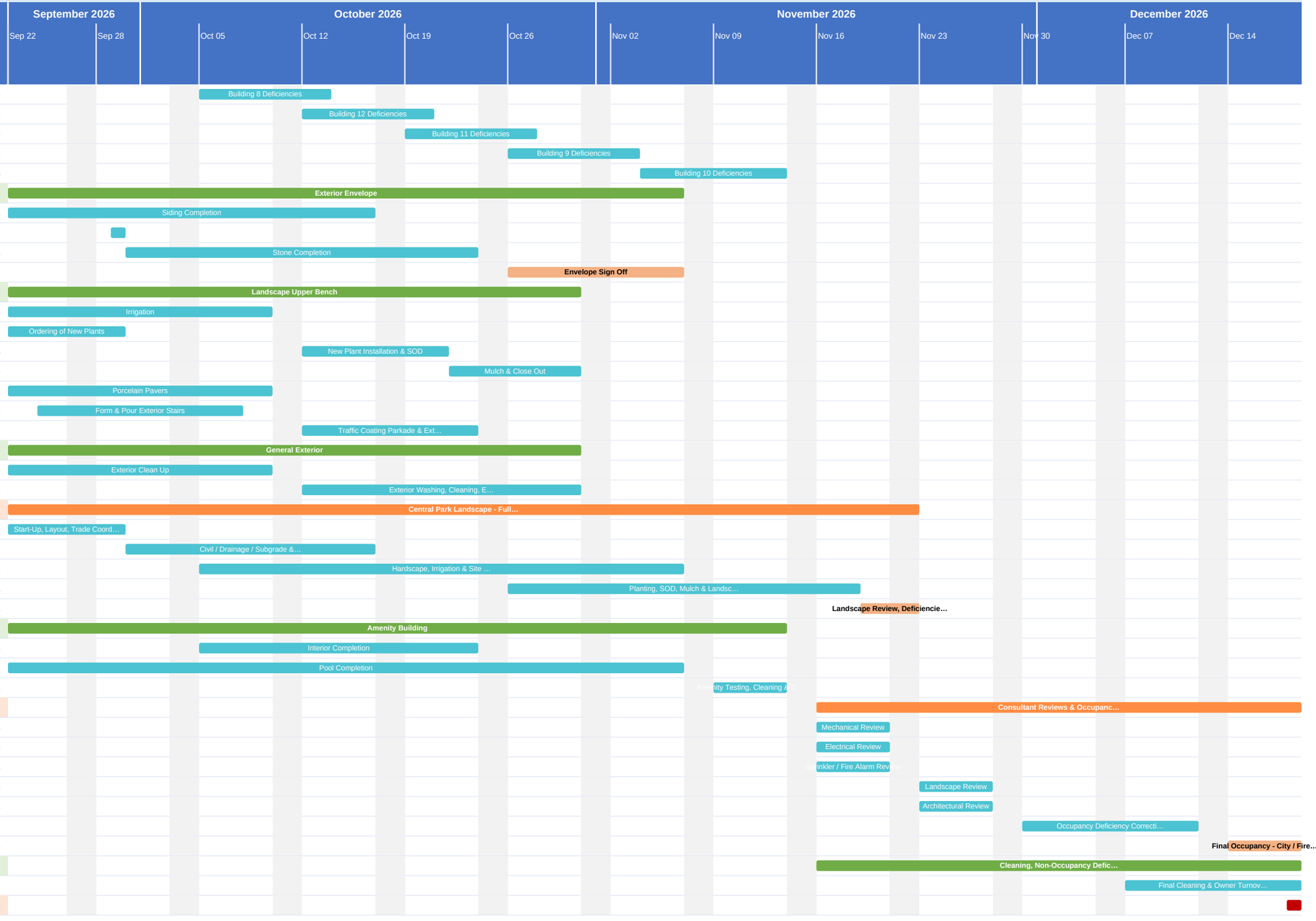


Recovery schedule assumes immediate trade mobilization, parallel work fronts, timely inspections/sign-offs, and active deficiency closeout.

EAGLE VIEW HEIGHTS - DETAILED RECOVERY SCHEDULE

Start: September 22, 2026 | Central Park: September 22-November 22 | Occupancy / Wrap-Up: December 18, 2026

WBS	Task	Start	Finish	Days
2.4.8	Building 8 Deficiencies	Oct 05	Oct 13	9
2.4.9	Building 12 Deficiencies	Oct 12	Oct 20	9
2.4.10	Building 11 Deficiencies	Oct 19	Oct 27	9
2.4.11	Building 9 Deficiencies	Oct 26	Nov 03	9
2.4.12	Building 10 Deficiencies	Nov 04	Nov 13	10
2.5	**Exterior Envelope**	Sep 22	Nov 06	46
2.5.1	Siding Completion	Sep 22	Oct 16	25
2.5.2	Stone Material Delivery	Sep 29	Sep 29	1
2.5.3	Stone Completion	Sep 30	Oct 23	24
2.5.4	Envelope Sign Off	Oct 26	Nov 06	12
2.6	**Landscape Upper Bench**	Sep 22	Oct 30	39
2.6.1	Irrigation	Sep 22	Oct 09	18
2.6.2	Ordering of New Plants	Sep 22	Sep 29	8
2.6.3	New Plant Installation & SOD	Oct 12	Oct 21	10
2.6.4	Mulch & Close Out	Oct 22	Oct 30	9
2.6.5	Porcelain Pavers	Sep 22	Oct 09	18
2.6.6	Form & Pour Exterior Stairs	Sep 24	Oct 07	14
2.6.7	Traffic Coating Parkade & Exterior	Oct 12	Oct 23	12
2.7	**General Exterior**	Sep 22	Oct 30	39
2.7.1	Exterior Clean Up	Sep 22	Oct 09	18
2.7.2	Exterior Washing, Cleaning, Etc.	Oct 12	Oct 30	19
2.8	**Central Park Landscape - Full Two-Month Window**	Sep 22	Nov 22	62
2.8.1	Start-Up, Layout, Trade Coordination & …	Sep 22	Sep 29	8
2.8.2	Civil / Drainage / Subgrade & Hardscape…	Sep 30	Oct 16	17
2.8.3	Hardscape, Irrigation & Site Features	Oct 05	Nov 06	33
2.8.4	Planting, SOD, Mulch & Landscape Finish…	Oct 26	Nov 18	24
2.8.5	Landscape Review, Deficiencies & Sign-O…	Nov 19	Nov 22	4
2.9	**Amenity Building**	Sep 22	Nov 13	53
2.9.1	Interior Completion	Oct 05	Oct 23	19
2.9.2	Pool Completion	Sep 22	Nov 06	46
2.9.3	Amenity Testing, Cleaning & Deficiencies	Nov 09	Nov 13	5
2.10	**Consultant Reviews & Occupancy Closeout**	Nov 16	Dec 18	33
2.10.1	Mechanical Review	Nov 16	Nov 20	5
2.10.2	Electrical Review	Nov 16	Nov 20	5
2.10.3	Sprinkler / Fire Alarm Review	Nov 16	Nov 20	5
2.10.4	Landscape Review	Nov 23	Nov 27	5
2.10.5	Architectural Review	Nov 23	Nov 27	5
2.10.6	Occupancy Deficiency Corrections & Re-I…	Nov 30	Dec 11	12
2.10.7	Final Occupancy - City / Fire / Archite…	Dec 14	Dec 18	5
2.11	**Cleaning, Non-Occupancy Deficiencies & Handov…**	Nov 16	Dec 18	33
2.11.1	Final Cleaning & Owner Turnover Package	Dec 07	Dec 18	12
M1	**PROJECT WRAPPED UP AND OCCUPIED**	Dec 18	Dec 18	1



Recovery schedule assumes immediate trade mobilization, parallel work fronts, timely inspections/sign-offs, and active deficiency closeout.