Court File No.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

CASE CONFERENCE BRIEF
(Returnable September 26, 2025)

September 25, 2025

AIRD & BERLIS LLP
181 Bay Street, Suite 1800
Toronto, ON M5J 2 T9

Kyle Plunkett (LSO# 61044N)
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Lawyers for the Receiver

TO: SERVICE LIST

Court File No.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondent

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TAB 1

Ninth Report of
KSV Restructuring Inc.
as Receiver of
La Pue International Inc.

September 25, 2025

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COURT FILE NO.: CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

MARSHALLZEHR GROUP INC.

APPLICANT

- AND -

LA PUE INTERNATIONAL INC.

RESPONDENT

NINTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

SEPTEMBER 25, 2025

1.0 Introduction

1. This report ("**Report**") is filed by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver (the "**Receiver**") of the assets, undertakings, and property of La Pue International Inc. (the "**Company**") acquired for or used in relation to a business carried on by the Company.

2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 19, 2023, KSV was appointed Receiver.

3. The Company's principal asset was the real property municipally known as 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**"). The principal purpose of the receivership proceeding was to market the Real Property for sale in a Court-supervised process.

4. The Receiver obtained court approval to sell the Real Property. The transaction has since closed.

5. There are two main issues that need to be resolved before the Receiver can make a final distribution and bring these proceedings to a conclusion: a) determining the validity and quantum of the construction lien claims; and b) determining the priority as between the construction lien claims and the mortgage of MarshallZehr, the senior secured lender, with respect to the Holdback Reserve (as defined below).

1.1 Purposes of this Report

1. The purpose of this Report is to provide an update on the status report prepared by the Glynn Group ("**Glynn**"), a cost consultant retained by the Receiver, as contemplated by the Endorsement of Justice Steele dated April 15, 2025 (the "**April 15 Endorsement**"), which is attached as **Appendix "A"**.

1.2 Currency

1. All currency references in this Report are to Canadian dollars, unless otherwise noted.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon information, including financial information provided by MarshallZehr, the principal secured creditor of the Company and Glynn. The Receiver has not audited, reviewed or otherwise verified 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.

2. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Receiver in preparing this Report. Any party wishing to place reliance on the Company's financial information should perform its own diligence.

2.0 Background

1. The Company is a single purpose entity that owned the Real Property. Pawel Fugiel is listed as the sole officer and director of the Company.

2. The Company intended to use the Real Property to develop and sell three mid-rise buildings consisting of one mixed-use, one hotel and one residential building on the Property (the "**Project**"). Prior to the receivership proceedings, the Company completed significant shoring and excavation work on the Project, although no other phases of construction have commenced.

3. On October 19, 2023, the Receiver was appointed on an application by MarshallZehr, pursuant to a commitment letter dated November 15, 2021, as amended. As at the date of this Report, MarshallZehr is owed approximately $4 million.

4. Sovereign General Insurance Company ("**SGIC**") holds a second ranking charge in the principal amount of $2 million as security for deposit insurance. SGIC also registered a financing statement against the Company under the PPSA. SGIC and MarshallZehr are also parties to a priority agreement.

5. In addition to a PPSA registration in favour of SGIC and MarshallZehr, eight construction liens totalling approximately $13.6 million are registered against the Real Property.

6. Following its appointment, on October 23, 2023, the Receiver wrote to Mr. Fugiel to request information regarding, among other things, the Company's creditors. In November 2023, the Receiver also requested during telephone conversations with Mr. Fugiel that he provide, among other things, the Company's books and records. Despite numerous follow up attempts via email and telephone calls, the information requested by the Receiver has not been provided.

3.0 Construction Lien Claims

3.1 Holdback Amounts

1. There are eight construction liens totaling approximately $13.6 million on the Property (collectively the "**Lien Claims**"). Based on the description of services provided in the liens, the claimants ("**Lien Claimants**") all provided services to Buttcon Limited ("**Buttcon**"). Buttcon's lien is in the amount of approximately $8.2 million.

2. The Lien Claimants have asserted that the Lien Claims have priority over MarshallZehr's mortgage to the extent of any deficiency in the holdback. The Receiver understands that the Company did not segregate any funds for holdback.

3. Based on the Receiver's counsel's review of the MarshallZehr loan and security documents, and information relating to the timing and the nature of the loans, the Receiver assessed that the maximum aggregate value of any priority holdback claims is the statutory 10% of the value of valid registered Lien Claims.

4. On January 7, 2025, the Honourable Justice Jane Dietrich granted an approval and vesting order in relation to the sale of the Property (the "**AVO**"). Alongside the AVO, Her Honour also signed an ancillary order (the "**Ancillary Order**") which, among other things, established a holdback reserve in the amount of $1,400,000 (the "**Holdback Reserve**"), representing just over 10% of the value of the Lien Claims. A copy of the Ancillary Order is attached as **Appendix "B"**.

5. The Holdback Reserve is intended to fund any Lien Claims that may be found to have priority over MarshallZehr, based on the parties' agreement or further order of the Court.

6. MarshallZehr brought a motion to determine the priority dispute between MarshallZehr and the Lien Claimants (the "**Priority Motion**"), which was originally scheduled for March 7, 2025.

7. The Priority Motion did not proceed on March 7, 2025. Instead, the parties attended case conferences before the Honourable Justice Steele on March 7, 2025, April 4, 2025 and April 15, 2025. The purpose of these case conferences was to address the method of assessing and adjudicating (if necessary):

    a. the Priority Motion; and

    b. the value of the holdback to which each Lien Claimant is entitled (the "**Quantum Issue**").

8. The April 15 Endorsement set out the following process to address the Quantum Issue:

    a. The Receiver would review the report to be issued by a cost consultant recently engaged by the Receiver;

    b. After finalizing its review of the Lien Claims with the benefit of the cost consultant's report, the Receiver would issue notices to the Lien Claimants of the Receiver's conclusions as to the total quantum of the holdback (the "**Lien Notices**");

    c. Each Lien Claimant would have 14 days from the issuance of the Lien Notices to advise the Receiver if it accepts the Receiver's assessment, or objects to it, giving the factual and legal basis for such objection;

    d. If a Lien Claimant delivers an objection, the Lien Claimant(s) and the Receiver can schedule a 9:30 appointment to determine the manner in which these issues will be resolved; and

    e. If the sole issue to be determined is the allocation of the holdback among the Lien Claimants, that issue may be referred to an Associate Judge.

9. The April 15 Endorsement further set out that that the Priority Motion would proceed following the completion of the process set out above in relation to the Quantum Issue. The Priority Motion was scheduled for September 26, 2025.

10. As at April 15, 2025, the Receiver anticipated that the cost consultant's report would be delivered approximately one month later. As set out above, the receipt of that report was the first step of several that must be completed to address the Quantum Issue.

11. However, the cost consultant only delivered its report, which is described in more detail below, on September 22, 2025. Accordingly, the Receiver has not yet completed the process prescribed by the April 15 Endorsement for the determination of the Quantum Issue.

12. The Priority Motion must therefore be rescheduled to a further date, after the completion of the steps noted above.

3.2 Cost Consultant's Report

1. The Receiver retained Glynn as a consultant. A copy of Glynn's Report can be found at **Appendix "C"**. Glynn's findings can be summarized as follows:

    a. The Company retained Buttcon to provide preconstruction and construction management services for the construction of a 2 level underground parking garage, 29 storey residential condominium building, and associated site development to be known as the Stanley District Mixed Use Development (**the "Project"**).

b. Buttcon hired a number of subtrades and suppliers. The majority of the work was performed by the following major trade contractors under contract with Buttcon:

   i. Excavation Works - Astro Excavating Inc. ("**Astro**")

   ii. Shoring Works - HC Matcon Inc. ("**HCM**")

   iii. Site Services - Kada Group Inc. ("**Kada**")

c. The work was commenced in November 2021 and halted in February 2023.

d. Glynn reviewed grading drawings of the Project. The Project contemplated the removal of dirt and soil from the site such that there would be a hole in the ground to the depths of between 8 to 9 metres.

e. Based on a site visit conducted in April 2025, Glynn observed that the depths of excavation generally represented the requirements of the contracted work. Glynn also reviewed certain issued-for-permit drawings that show depths of excavation consistent with the proposed amounts.

f. Glynn also reviewed documents and invoices provided by the Receiver. Based on its review, Glynn concluded that of the invoices issued by Buttcon, $9,012,952 were reasonably supported. In contrast, Glynn was unable to find support for $3,666,307 of invoices.

g. As such, Glynn's opinion is that the portion of holdback claimed in the amount $901,295 (inclusive of HST) is supported by the documentation provided. Holdback amounts claimed by Buttcon include amounts that would be payable to trade contractors.

h. Glynn was unable to find supporting documents for the balance claimed by Buttcon in the amount of $366,631 (inclusive of HST).

i. Glynn also reviewed certain invoicing submitted by the subtrades, the details of which are outlined in its report.

4.0 Next Steps

1. Pursuant to the April 15 Endorsement, now that the Receiver has received and reviewed the cost consultant's report, the Receiver will issue Lien Notices to the Lien Claimants as to the total quantum of the holdback.

2. Depending on the outcome of this process, if the parties are unable to fully resolve the issues between them, the Receiver will reconvene a further case conference or schedule appointment to address next steps, which may include rescheduling the Priority Motion.

* * *

All of which is respectfully submitted,



KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
LA PUE INTERNATIONAL INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY
65865745.7

APPENDIX A

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00700695-00CL **DATE: April 15, 2025**

NO. ON LIST: 4

TITLE OF PROCEEDING: Marshallzehr Group Inc. v. La Pue International Inc. et al.

BEFORE: Justice Steele

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Harvey Chaiton	Marshallzehr Group Inc.	harvey@chaitons.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Fernando Souza	Buttcon Ltd.	fsouza@lawtoronto.com
Fabiola Bassong	Kada Group Inc.	fbassong@weirfoulds.com
Andrew Beney	HC Matcon Inc., Lien Claimant	beney@paveylaw.com
Brian Chung	Receiver, KSV Restructuring	bchung@airdberlis.com
Murtaza Tallat	Receiver, KSV Restructuring	mtallat@ksvadvisory.com
Miranda Spence	Receiver, KSV Restructuring	mspence@airdberlis.com

ENDORSEMENT OF JUSTICE STEELE:

[1] Case conference held via Zoom on April 15, 2025.

[2] The Receiver yesterday engaged a cost consultant to assess the lien claims and the work performed at the Real Property. The cost consultant's report is expected within a month.

[3] The Receiver proposed the following process for the holdback issue, which the court accepts:

a. After finalizing its review, the Receiver will issue notices to the lien claimants of the Receiver's conclusions as to the total quantum of the holdback (the "Lien Notices").

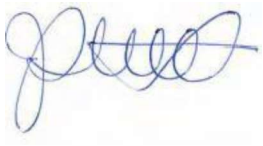
b. Each lien claimant shall have 14 days from the issuance of the Lien Notices to advise the Receiver if it accepts the Receiver's assessment, or objects to it, giving the factual and legal basis for such objection.

c. If a lien claimant delivers an objection, the lien claimant(s) and the Receiver can schedule a 9:30 appointment to determine the manner in which these issues will be resolved.

d. If the sole issue to be determined is the allocation of the holdback among the lien claimants, that issue may be referred to an Associate Judge.

[4] In addition to the holdback issue, there is the priority issue. Marshallzehr has brought a motion on this issue, but it has not yet been re-scheduled. The concern was a risk of conflicting factual findings. The Receiver indicated that once the holdback issue has been addressed, relevant facts will also become known and the priorities motion may proceed.

[5] The priorities motion is scheduled for **September 26, 2025 (full day)**. If the parties are unable to agree upon a schedule for delivery of materials, they may schedule a case conference before me through the Commercial List Office.



APPENDIX B

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 7TH DAY
	)	
JUSTICE JANE DIETRICH	)	OF JANUARY, 2025

B E T W E E N:

MARSHALLZEHR GROUP INC.

Applicant

- and -

LA PUE INTERNATIONAL INC.

Respondents

ANCILLARY AND INTERIM DISTRIBUTION ORDER

THIS MOTION, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets (the "**Property**") of La Pue International Inc. (the "**Debtor**") for an order, among other things, (i) approving an interim distribution to MarshallZehr Group Inc. ("**MarshallZehr**"); (ii) approving the Fourth Report of the Receiver dated December 11, 2024 (the "**Fourth Report**") and the conduct and activities of the Receiver defined therein; and (iii) authorizing the Receiver to establish the Holdback Reserve (as defined below), was heard this day by judicial videoconference via Zoom.

ON READING the Motion Record of the Receiver dated December 11, 2024 including the Fourth Report, and on hearing the submissions of counsel for the Receiver, counsel to the Applicant, and such other counsel as were present and on the Counsel Slip, no one else appearing although properly served as appears from the Affidavits of Service of Daisy Jin sworn December 12, 2024 and January 2, 2025 and the Affidavit of Service of Cristian Delfino sworn December 13, 2024, filed.

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Fourth Report.

HOLDBACK RESERVE

2. **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve from the net sale proceeds of the Amended Transaction in the amount of $1,400,000.00 (the "**Holdback Reserve**") on account of the estimated maximum amount in respect of any construction lien claims (collectively, the "**Lien Claim**s" and each a "**Lien Claim**") that could have priority over the security interest of MarshallZehr against the real property located at 5528 Ferry Street, Niagara Falls, Ontario (the "**Real Property**") pursuant to section 78(5) of the *Construction Act*, R.S.O. 1990, c. C.30 (the "**Construction Act**"), and the Receiver is authorized and directed to pay from time to time from the Holdback Reserve any amounts in respect of Lien Claims (in aggregate up to the remaining amount held in the Holdback Reserve and in each case in full and final satisfaction of the priority portion of such claim) according to:

(a) any such amounts that the Receiver determines, with the consent of MarshallZehr and the consent of the holders of the Lien Claims listed in Schedule "A", to have priority over the security interest of MarshallZehr against the Real Property pursuant to section 78(5) of the Construction Act; or

(b) further order of this Court.

INTERIM DISTRIBUTION

3. **THIS COURT ORDERS** that subject to the Receiver maintaining such reserves as the Receiver deems appropriate for the proper administration of the receivership estate, and the payment by the Receiver of the amounts secured under the Receiver's Borrowings Charge (as defined in the Receivership Order), the fees of the Receiver and its legal counsel, Aird & Berlis LLP and Chaitons LLP, and the Holdback Reserve, the Receiver be and is hereby authorized and directed to distribute MarshallZehr, in respect of its secured claim, the net sale proceeds from the

Amended Transaction, but not to exceed the amount of its secured claim (the "**MZ Interim Distribution**").

4. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings and receivership proceedings in respect of the Debtor;

(b) any applications for a bankruptcy order issued pursuant to the BIA in respect of the Debtor and any bankruptcy order issued pursuant to any such application;

(c) any assignment in bankruptcy made in respect of the Debtor; and

(d) any provisions of any federal or provincial legislation,

any payment or distributions made pursuant to this Order shall be made free and clear of any and all security interests (whether contractual, statutory or otherwise), mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Debtor and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

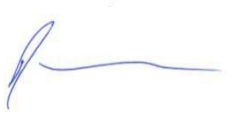
APPROVAL OF FOURTH REPORT

6. **THIS COURT ORDERS** that the Fourth Report and the conduct and activities of the Receiver as set out therein be and are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize, in any way, such approvals.

GENERAL

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order

8. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.



J DIETRICH, J.

Schedule "A"

1. Astro Excavating Inc.
2. Buttcon Limited
3. HC Matcon Inc.
4. Kada Group Inc.
5. TT Galbraith Electric Ltd.

Electronically issued / Délivré par voie électronique : 07-Jan-2025
Toronto Superior Court of Justice / Cour supérieure de justice

MARSHALLZEHR GROUP INC
Applicant

- and -

LA PUE INTERNATIONAL INC.
Respondent

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

INTERIM DISTRIBUTION AND ANCILLARY ORDER

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Lawyers for the Receiver, KSV Restructuring Inc.

APPENDIX C

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GLYNN

GROUP

Incorporated

MIXED USE DEVELOPMENT
STANLEY DISTRICT,
NIAGARA FALLS, ONTARIO

September 22, 2025

REVIEW OF WORK
AS AT APRIL 23, 2025

Prepared For:

KSV RESTRUCTURING INC.
in its capacity as court appointed Receiver of La Pue International Inc.
220 Bay Street, Suite 1300
Toronto, Ontario
M5J 2W4

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

GLYNN

GROUP

Incorporated

September 22, 2025

KSV RESTRUCTURING INC.
in its capacity as court appointed Receiver
of La Pue International Inc.
220 Bay Street, Suite 1300
Toronto, Ontario M5J 2W4

For the attention of Mr. Murtaza Tallat

RE: STANLEY DISTRICT
NIAGARA FALLS, ONTARIO

Dear Mr. Tallat:

Further to our engagement (engagement letter enclosed as Schedule B) regarding cost consulting services on the above project, we now have the pleasure in submitting our findings as per our engagement requirements and our subsequent discussions.

You have asked us to provide our opinion of:

(a) the reasonableness of the base contract amounts as tendered for the excavation and shoring contractors; and

(b) reasonableness of the invoices provided by the excavation contractors, shoring contractors and by the construction manager; and

(c) reasonableness of the work completed in relation to the contracted values; and

(d) reasonableness of the value of Buttcon Limited's ("Buttcon") direct expenses.

(e) Further to our initial engagement, we have been requested to further review Buttcon's additional trade contractor and supplier invoices as well as the reasonableness of their pre-construction and general conditions related charges to the project.

1300 Cornwall Road, Unit 104, Oakville, Ontario, Canada, L6J 7W5
Telephone: (905) 815 – 0102 Facsimile: (905) 815 – 0105
www.glynngroup.ca

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(f) For further clarity, our review is limited up to the gross (pre-tax) amount of $11,220,584 invoiced by Buttcon as listed in their contract summary, which is attached as Schedule C. This summary includes for invoices between May 31, 2021, and July 14, 2023. The invoice also notes additional extra costs of $1,500,215 that have been excluded from this report as no supporting documents have been provided.

The report is intended for the exclusive use of the Receiver, namely KSV Restructuring Inc. (in its capacity as court appointed Receiver of La Pue International Inc.) (KSV), for the purposes of our accepted mandate. It should be noted that the report is not intended for general circulation, publication nor reproduction for any other party without written permission in each specific instance. Glynn Group Inc. does not hold any reporting responsibility to any other party.

We trust that the above serves for your current requirements.

Yours truly

GLYNN GROUP INC.

Martin J. Glynn, MRICS
President

Paul H. Doucet, PQS
Senior Vice President
Cost Planning

c.c. Mr. Murtaza Tallat, KSV Restructuring Inc.
Mr. Noah Goldstein, KSV Restructuring Inc.
Mr. Kyle Plunkett, Aird & Berlis
Ms. Adrienne Ho, Aird & Berlis

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(b) Assessment of Completed Excavation and Shoring Work in Place
(c) Documentation Review

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Schedule B: Glynn Group Inc. Engagement Letter.
Schedule C: Buttcon Contract Summary 1462 & 1462C.
Schedule D: Buttcon Invoice No. 1462C-13 – Application No. 13, dated July 13, 2023.
Schedule E: Buttcon Limited Monthly Payment Claim dated 7/06/23.
Schedule F: Astro Excavating Inc. Bid analysis dated September 24, 2021 (Prepared by Buttcon).
Schedule G: Buttcon letter of intent to Astro Excavating Inc. dated October 14, 2021, accepted October 15, 2021, by Mr. Ilan Philosophe.
Schedule H: Astro Excavating Inc. Invoice, Draw No. 2 dated June 25, 2022, totaling $290,658.60 (including tax).
Schedule I: Astro Chart re: Total Claim Amount (author and date not noted) – Total noted $1,907,353.95.
Schedule J: Kada Group Inc. Requisition No. 10020 (undated) for period January 1 to February 28.
Schedule K: HCM Progress Billing dated November 20, 2023, for period ending November 30, 2023.
Schedule L: Buttcon Limited Transmittal Dated November 25, 2022, titled "Updated Top of Elevation Caisson Schedule re: submittal no. 31-41-10-007. Structural Submittal "Approved as Noted" by Thornton Tomasetti (Structural Engineer) 29 Dec 2022 (7 pages including caisson layout on drawing S1-00C1).
Schedule M: Sketch showing elevation information at 5528 Ferry Street by Rouse Surveyors on February 16, 2023.
Schedule N: Shoring drawings by RWH Engineering Inc.
Schedule O: Calculations for Table 2 – Item 1 and Table 3, Item 3

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SECTION 1: INTRODUCTION AND PROJECT DESCRIPTION

1. Based on the documents provided, we understand that La Pue International Ltd. ("La Pue"), the previous owner of the property, had retained Buttcon Construction Limited ("Buttcon") to provide preconstruction and construction management services for the construction of a 2 level underground parking garage, 29 storey residential condominium building, and associated site development to be known as the Stanley District Mixed Use Development (the "Project"). The Project is located at 5528 Ferry Street, Niagara Falls, Ontario.

2. Buttcon hired a number of subtrades and suppliers. The majority of the work was performed by the following major trade contractors under contract with Buttcon:

   a) Excavation Works - Astro Excavating Inc. ("Astro")

   b) Shoring Works - HC Matcon Inc. ("HCM")

   c) Site Services - Kada Group Inc. ("Kada")

3. We understand that the work commenced in November 2021 and work was halted in February 2023.

4. We have been provided with a summary of Buttcon's invoices (undated) in the amount of $12,720,798 (plus HST) totalling $14,374,502. We understand that this invoice summary includes for all works performed by Buttcon and its trade contractors between November 2021 and February 2023.

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SECTION 1: INTRODUCTION AND PROJECT DESCRIPTION

5. At the time of our site visit we observed that the excavation and perimeter shoring work was well advanced. For reference, we include overall site photographs below taken during our visit on April 23, 2025.

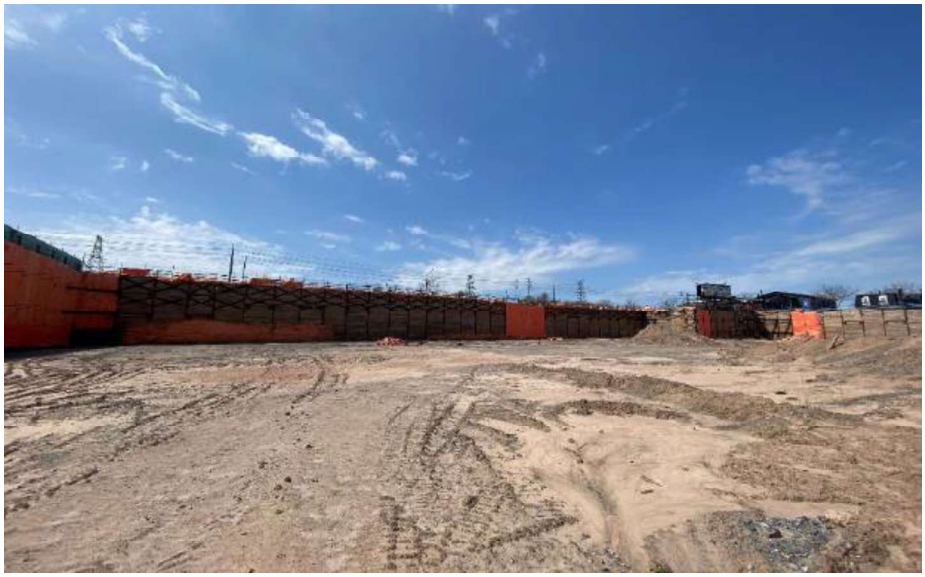


Figure 1: Looking West from the centre of the Site



Figure 2: Looking North from the centre of the Site

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SECTION 2: EXECUTIVE SUMMARY

6. We are in receipt of Buttcon's overall invoice summary attached as Schedule C of this report in the amount of $12,720,798 (plus HST), totalling $14,374,502.

7. As requested by the Receivers' legal representative, our report addresses the invoices totalling $11,220,584 ($12,679,259 including HST) noted as "invoices billed to date (gross pre-tax)" on the document. Additional claims or project costs noted beyond the amount of $11,220,584 (plus HST) are listed as Trade Contractor and Buttcon additional claim amounts which have been excluded as we cannot confirm from the invoices provided if the identified work was approved or completed.

8. We include below our summary of findings with respect to the reasonableness of invoices and construction lien holdback claims provided by Buttcon:

Table 1: Summary of Buttcon Invoices (May 31, 2021 to July 14, 2023)

Allocation Summary	Invoices Provided	Construction Lien Holdback (10%)
Total claims with supporting documents (Table 2)	$ 7,976,064	$ 797,606
HST	1,036,888	103,689
Totals	**$ 9,012,952**	**$ 901,295**
Total claims without supporting documents (Table 3)	3,244,519	324,452
HST	421,788	42,179
Totals	**$ 3,666,307**	**$ 366,631**
Total (Reconciliation to Buttcon Summary)	**$ 12,679,259**	**$ 1,267,926**

9. As summarized in Table 1 above and based on the assumptions as further outlined in this report, our opinion is that a portion of the construction lien holdback claimed in the amount of $901,295 (inclusive of HST) is supported by the documentation provided. We note that holdback amounts claimed by Buttcon includes amounts that would be payable to trade contractors.

10. Further, based on the documents provided, we have been unable to find supporting documents for the balance claimed by Buttcon of $366,631 (inclusive of HST).

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SECTION 2: EXECUTIVE SUMMARY

11. We understand that payments of $4,615,333 have been made to Buttcon by the previous owner, as stated on Buttcon's application Number 13, dated July 14, 2023, which is attached at Schedule D. We have not received confirmation of which invoices within the overall claim by Buttcon, have been paid (in full or in part), or that construction lien holdback retention has been correctly retained on all invoices.

12. We note that the figures stated above include HST. HST should be recoverable by Buttcon from the Canada Revenue Agency (CRA).

13. We have considered that "holdback" or "holdback retained" has been allocated at 10% of the invoice value as required by governing legislation.

14. We have received confirmation that the structural engineer, Thornton Tomasettti has approved the foundation caisson schedule provided by HCM and Buttcon on December 29, 2022. The transmittal document, which is attached as Schedule L, confirms that installation of 168 of the required 186 caissons have been installed. Given the amount of soil cover above the installed caissons, we could not view any of the below grade installations. We have relied upon the engineers approval in our analysis.

15. We note that the caissons are part of the foundations that will support the above grade structure.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

16. Table 2 below sets out claims, by category, for which there is reasonable supporting documents for the construction lien holdback amount claimed by Buttcon.

Table 2: Total Claims with Supporting Documents

Item	Description	Amount Claimed	Construction Lien Holdback	Comment
1.	Buttcon's General Conditions which were required	$ 350,872	$ 35,087	Please refer to paragraph 17 to 19 for details.
2.	Buttcon's Preconstruction costs	451,948	45,195	Please refer to paragraph 20 to 22 for details.
3.	Preconstruction credit	(96,941)	(9,694)	Please refer to paragraph 23 for details.
4.	Buttcon's Construction Management Fee ($193,126 of $272,889 included)	193,126	19,313	Please refer to paragraph 24 for details.
5.	Trade Contractor costs identified as completed	5,759,472	575,947	Please refer to paragraph 25 to 37 for details.
6.	Trade Contractor costs identified as completed by the Design Consultants	1,317,587	131,759	Please refer to paragraph 35 to 40 for details.
	Net Amount	**$ 7,976,064**	**$ 797,606**	
	HST	1,036,888	103,689	
	Total (including HST)	**$ 9,012,952**	**$ 901,295**	

Table 2 - Item 1

17. The following table identifies our assessment of the work requested by the listed suppliers, consultants, or trade contractors where the work can be considered as having been completed based on the documents provided and our site observations. These suppliers are referenced in Buttcon's Monthly Application No. 13, attached as Schedule E.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

Supported Holdback for Buttcon Expenses and Supplier Invoices

Expense Item / Supplier (Calculated From Application #13 – Committed to Date minus Committed Outstanding)	Amount Requested (Excluding HST)	Construction Lien Holdback Retained
Testing and inspection	$ 103,660	$10,366
Safety Supplies	1,904	190
Traffic Control	4,383	438
Hoarding	38,521	3,852
Surveying	46,091	4,609
Hydrovac	5,692	569
Salit Steel (caisson rebar)	108,480	10,848
WJ Construction	35,661	3,566
The Roof Technician	5,600	560
Wire One	74	7
Kraun	807	81
Totals (excluding HST)	**$ 350,872**	**$ 35,087**

18. The amount of expenses and supplier invoices listed total $350,872. Based on statutory definition of holdback, the holdback amount attributable to this work is $35,087 and is included above. Our general review of the completed work would support this holdback amount.

19. As requested by KSV, we have not performed a detailed review of the invoices or contracts for each of these suppliers or trade contractors. However, our preliminary review indicates that the expenses requested to date appear to be within normal expectations given the level of construction completed (as per our site inspection on April 23, 2025) and documents listed and attached in this report.

Table 2 – Item 2

20. Buttcon also submitted invoices totalling $451,948 related to preconstruction fees or expenses incurred prior to the commencement of excavation and shoring on the site. The amount of $45,195 in holdback should have been withheld by the Owner for these invoices and would be supported for release. This figure can be located on Schedule C, line 25 of the contract summary document.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

21. In its role as construction manager, Buttcon would have been responsible for the preconstruction services before starting on site required to establish the initial budget through estimating and bid solicitation for the various trade contractors. Buttcon would also be required to coordinate the multiple trade contractors site activities that Buttcon would have entered directly into contracts with, including the ones discussed below. Buttcon would also be required to collect the necessary information required to submit any monthly progress billings. The billings typically include the invoices from various trade contractors and suppliers.

22. Buttcon, has provided additional payment claims for various general conditions expenses provided by third party suppliers. These expenses are for work such as testing and inspections, dewatering, fencing, surveying, along with various site staffing and miscellaneous site office expenses.

Table 2 – Item 3

23. Buttcon have identified a credit to be applied against invoiced preconstruction fees in the amount of $96,941. We have not received any information as to the reason for the credit or if reimbursement has been accounted for in payments to Buttcon. A credit adjustment for holdback of $9,694 would also be applicable as a supported adjustment to the holdback release amount. We have included this amount as a credit in our calculations. Please refer to Schedule D.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 2 – Item 4

24. Buttcon has invoiced for $272,889 of cumulative construction management fees (plus HST). These fees are calculated at 2.60% of the total invoiced work in place and includes for certain change order values which we have not been able to verify as having been accepted by the Owner. Based on the amount of Trade Contractor and Buttcon's work identified as completed as noted in Table 2 (items 1, 5 and 6 totalling $7,427,931), we calculate that $193,126 ($7,427,931 at 2.6%) of construction management fees would be due and $19,313 of holdback would be supported. The remaining $79,763 ($7,976 of holdback) amount of the invoice is not supported.

Table 2 – Item 5

25. The table below summarizes the following values of work identified as subtrade costs which, based on our site observations and from the invoices provided for our review would consider as having been completed (excluding HST):

Supported Holdback Allocation for Trade Contractors

Trade	Contract Amount	Completed Work	Supported Holdback Retained	Relevant Section of the Report
Astro (paid by Owner)	$ 150,000	$ 150,000	$ 15,000	Please see paragraph 28 of the Report
Kada	2,685,750	1,882,000	188,200	Please see paragraph 33 of the Report
HC Matcon	3,814,720	3,727,472	372,747	Please see paragraphs 35 and 37 of the Report
Totals	**$ 6,650,470**	**$ 5,759,472**	**$ 575,947**	**HST Excluded**

26. The above table identifies our assessment of the work supplied by the listed trade contractors pursuant to their initial contract, excluding any additional work requested in the form of unsigned change orders or site instructions. We consider that $575,947 of holdback funds are supported.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

27. We understand that Astro was a trade contractor engaged by Buttcon for the excavation work. The scope of work stated on the Astro contract includes excavation, and removal of soil from the site.

28. Astro's original contract price was $2,500,000. As shown on Astro' Invoice No. 2 listed in the attached Schedule H, $407,220 of work has been invoiced. We understand that $150,000 of this work has been paid by the owner. The balance of the work invoiced is being disputed, and it forms part of the claim brought by Astro. In our opinion, the $150,000 of work is reasonably supported and is included in Paragraph 25. Based on statutory definition of holdback, the holdback amount attributable to this work is $15,000 and is included in Paragraph 25.

29. Astro has also claimed for additional work to their contract for drill platform construction, removal of buried materials, and disposal of contaminated soil materials. We have not been provided with copies of the change orders authorizing this additional work, confirmation of the extent of completion of any of the additional work by an engineer or costs being claimed by Astro.

30. Based on our assessment of the work required at the time of tender, we consider that the scope of work outlined in the letter of intent accepted by Astro on October 15, 2021, was representative of market value at the time.

31. We understand that Astro was replaced by Kada and a contract for the outstanding work (and site services) was issued to Kada for $2,685,750 (exclusive of HST). The contract with Kada included site servicing works which were not included in the Astro contract.

32. We understand Kada was a trade contractor hired by Buttcon.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

33. Kada was contracted to complete the excavation work previously contracted to Astro as well as site servicing work upon Astro's removal from the project. The amount agreed for this work between Kada and Buttcon is $2,685,750 (exclusive of HST). Our assessment identifies $1,882,000 of completed work supporting $188,200 of holdback which we identify in Paragraph 25.

34. We understand that the most recent invoice provided from Astro (Schedule H) indicates that $407,220 of the excavation work had been completed. Thus, our assessment of the remaining work that would need to have been completed would indicate that the contract signed with Kada was market value at the time.

35. We understand that HCM was a trade contractor engaged by Buttcon to complete the temporary shoring, caisson wall, and caisson foundation work for the project. The agreed upon price for this work between HCM and Buttcon is $3,814,720 (exclusive of HST).

36. The most recent billing from HCM indicates $3,727,473 of the contracted value of $3,814,720 was completed. From our calculations, the initial contract price appears reasonable and at market value at the time.

37. Based on statutory definition of holdback, the holdback amount attributable to this work is $372,747 and is included in Paragraph 25. This holdback amount is supported.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 2 – Item 6

38. Astro, Kada and HC Matcon have made claims for additional work to the project. We have not been provided with confirmation that the additional work was authorized and accepted by all parties to each contract. However, the table below identifies an assessment of the work requested by HC Matcon in addition to their initial contract. The caisson work has been confirmed by the structural engineer as complete in Schedule L.

Supported Holdback Allocation for Additional Work

Trade	Change Order Requests	Completed Work	Holdback Retained	Relevant Section of the Report
HC Matcon	$ 1,446,344	$ 1,317,587	$ 131,759	Please see paragraph 38 to 42 of the Report
Totals	**$ 1,446,344**	**$ 1,317,587**	**$ 131,759**	**HST Excluded**

39. HCM has submitted change order requests totalling $1,446,344 to which we do not have any confirmation of acceptance by the owner, La Pue.

40. HCM has submitted invoicing totalling $1,317,587 against change order requests totalling $1,446,344. Based on statutory definition of holdback, the holdback amount attributable to this work is $131,759 and this holdback amount is reasonably supported by the documents provided.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

41. We have considered that additional charges for the supply and installation of concrete to the caissons as work having been completed. We are provided with Buttcon's "Updated Top of Elevation Caisson Schedule", Submittal 31-41-10-007 dated November 25, 2022. The transmittal page has been "reviewed - as noted" by ARK Architects Inc. on January 3, 2023, and "approved as noted" by the Structural Engineer, namely Thornton Tomassetti on December 29, 2022. The transmittal documents confirm the extent to which the caisson work being claimed by HCM was completed. As such, we have included that work related to these change order requests in our calculations.

42. Based on the structural engineer's approval provided and attached in Schedule L, and the invoices provided for our review, the work listed has been completed. We have not been provided with inspection or testing reports confirming that as-built conditions conform to the design requirements.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

43. Table 3 below sets out claims, by category, for which there we unable to review reasonable support for the construction lien holdback amounts claimed.

Table 3: Total Claims without Supporting Documents

Item	Description	Amount Claimed	Construction Lien Holdback	Comment
1.	Buttcon's Construction Management Fee	$ 79,763	$ 7,976	Please refer to paragraph 44 for details.
2.	Trade Contractor costs where work performed has not been verified as being required or approved by Owner	424,906	42,491	Please refer to paragraph 45 to 48 for details.
3.	Trade Contractor costs where work has not been verified as being required or approved by the Owner	1,563,085	156,309	Please refer to paragraph 49 to 50 for details.
4.	Additional Costs – this amount is included in Buttcon's Application 13	940,316	94,032	Please refer to Buttcon invoice in Schedule E. There is no description of the work provided.
5.	Additional Costs – this amount is included in Buttcon's Application 13	37,000	3,700	Please refer to Buttcon Invoice in Schedule E. There is no description of the work provided
6.	Unconfirmed expenses – there is no backup for this amount	199,450	19,945	No backup provided – balance of Buttcon Contract Summary
	Net Amount	**$ 3,244,519**	**$ 324,452**	
	HST	421,788	42,179	
	Total (including HST)	**$ 3,666,307**	**$ 366,631**	

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SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 3 – Item 1

44. Buttcon has invoiced for $272,889 of cumulative construction management fees (plus HST). These fees are calculated at 2.60% of the total invoiced work in place and includes for certain change order values which we have not been able to verify as having been accepted by the Owner. As previously noted in paragraph 24, we calculate that $193,126 of construction management fees would be due and $19,313 of holdback would be supported. The remaining $79,763 ($7,976 of holdback) amount of the invoice is not supported.

Table 3 – Item 2

45. We have summarized the following values of change order work that the trade contractors have requested, that we have not received confirmation that the work has been carried out or been provided with evidence that the Owner authorized the changes:

Unsupported Holdback for Additional Work by Trade Contractor

Trade	Change Order	Amount Requested	Holdback Retained	Comment
Kada	$ 689,712	$ 424,906	$ 42,491	Invoice backup included as Schedule J
Totals	**$ 689,712**	**$ 424,906**	**$ 42,491**	**HST Excluded**

46. Kada has issued invoices attached as Schedule J identifying additional work for the supply and installation of a granular pad totalling $114,375 (exclusive of HST).

47. Kada's invoice breakdown identifies additional work for time and material charges totalling $575,336 (exclusive of HST).

48. We have not been provided with copies of the change orders authorizing the additional work or confirmation of the extent of completion of any of the additional work by an engineer being claimed by Kada.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 3 – Item 3

49. The table below summarizes the values of work that Buttcon has identified as trade contractor work which cannot be confirmed from our site observations.

Unsupported Holdback for Work by Various Trade Contractors

Trade Contractor	Amount Requested	Construction Lien Holdback	Comment
Hardrock	$ 262,780	$ 26,278	Unable to confirm if any work was completed based on site observations.
Skyrise	980,879	98,088	Unable to confirm if any work was completed based on site observations.
Cambridge Drywall	117,200	11,720	Unable to confirm if any work was completed based on site observations.
Atta Elevator	81,956	8,196	Unable to confirm if any work was completed based on site observations.
Mattina	37,670	3,767	Unable to confirm if any work was completed based on site observations.
Modern Niagara	62,000	6,200	Unable to confirm if any work was completed based on site observations.
TT Galbraith	20,600	2,060	Unable to confirm if any work was completed based on site observations.
Totals	**$ 1,563,085**	**$ 156,309**	**HST Excluded**

50. We have not received any signed change orders or site instructions to support the costs listed in the above table.

Table 3 – Item 4

51. Buttcon have included a cost allocation on their invoice breakdown of $940,316 without supporting backup. As such, we are unable to confirm the work involved or any attributable statutory holdback requirements. As such, the holdback request of $94,032 is not supported.

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SECTION 3: DETAILED SUMMARY OF FINDINGS

Table 3 – Item 5

52. Buttcon have included a cost allocation on their invoice breakdown of $37,000 without supporting backup. As such, we are unable to confirm the work involved or any attributable statutory holdback requirements. As such, the holdback request of $3,700 is not supported.

Table 3 – Item 6

53. Buttcon have included a cost allocation on their invoice breakdown in which supporting backup for $199,450 cannot be reconciled to the total invoice breakdown of $11,220,584 (plus HST) attached as Schedule C. As such, the work involved or any attributable statutory holdback requirements. As such, the holdback request of $19,945 is not supported.

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SECTION 4: METHODOLOGY

Our methodology for arriving at our assessments is as follows:

Site Visit

54. On April 23, 2025, we attended to the property located at 5528 Ferry Street, Niagara Falls, Ontario. We were accompanied by Mr. Joseph Scivoletto, who we understand is a representative of the new ownership for the property.

55. The photographs taken during our site visit are attached to Schedule A of this report.

56. During our visit we observed that the majority of the timber lagging and caisson wall shoring work noted on the drawings provided has been completed. We have not received confirmation by the engineer that the installation was in accordance with the design requirements. The engineer has stated the work was complete.

57. It is important to note that the site has been vacant for more than two years and that our assessment is based on the documents provided and our visual inspection of April 23, 2025. Site conditions may have changed since the data provided was collected and verification of current existing condition may differ in some instances.

Assessment of Completed Excavation and Shoring Work in Place

58. To assess the completed contracted excavation work, we reviewed Rouse Surveyors' grading drawings, dated February 16, 2023 (the "Grading Drawings") which are included as Schedule M of our report.

59. Based on the Grading Drawings, the nearby survey marker datum elevation is 190.787 metres. Kada was the excavation contractor that completed the removal of the majority of the soil that created the existing void / hole. The contract specified that as part of its scope of work, the excavation was required to reach an elevation of between 182.455 metres and 182.815 metres.

60. Basically, dirt and soil would be removed from the site such that there would be a hole in the ground to the depths of between 8 to 9 metres in depth.

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SECTION 4: METHODOLOGY

Assessment of Completed Excavation and Shoring Work in Place

61. We did not complete any physical surveys of the site. We did not retain a surveyor to verify the data recorded on the survey plan provided.

62. Based on our visual review of the site, we can observe the existing depths of the excavation generally represent the requirements of the base contracted scope of work.

63. Further to the review of the grading drawings, we also referenced the Issued for Permit shoring drawings dated October 20, 2020, prepared by RWH Engineering Inc. for HC Matcon. The proposed bottom of shoring drawings are consistent with the proposed excavation depths in Kada's contract and with the drawings prepared by Rouse Surveyors.

Documentation Review

64. We have reviewed documents and invoices provided to us by the Receiver which we have set out in the attached Schedules A to Schedule N.

65. Complete contracts and change order information along with their approvals have not been provided, for all the items which we were requested to review. We have reviewed and assessed each base contract scope, in relation to the scope identified on the drawings.

66. Signed change orders providing the Owner's approval to proceed with any additional work to the base contracts have not been provided for all requested scope of contract additions. As such, claims for additional unforeseen conditions, disposal of contaminated soils, supply of materials, damages, or escalation costs have not been reviewed. We note that our review is limited to the requested mandate, and a detailed review of all listed invoices by Buttcon has not been performed.

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Schedule A

Photographs of Site on April 23, 2025

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Site Inspection – April 23, 2025



Site Inspection – April 23, 2025

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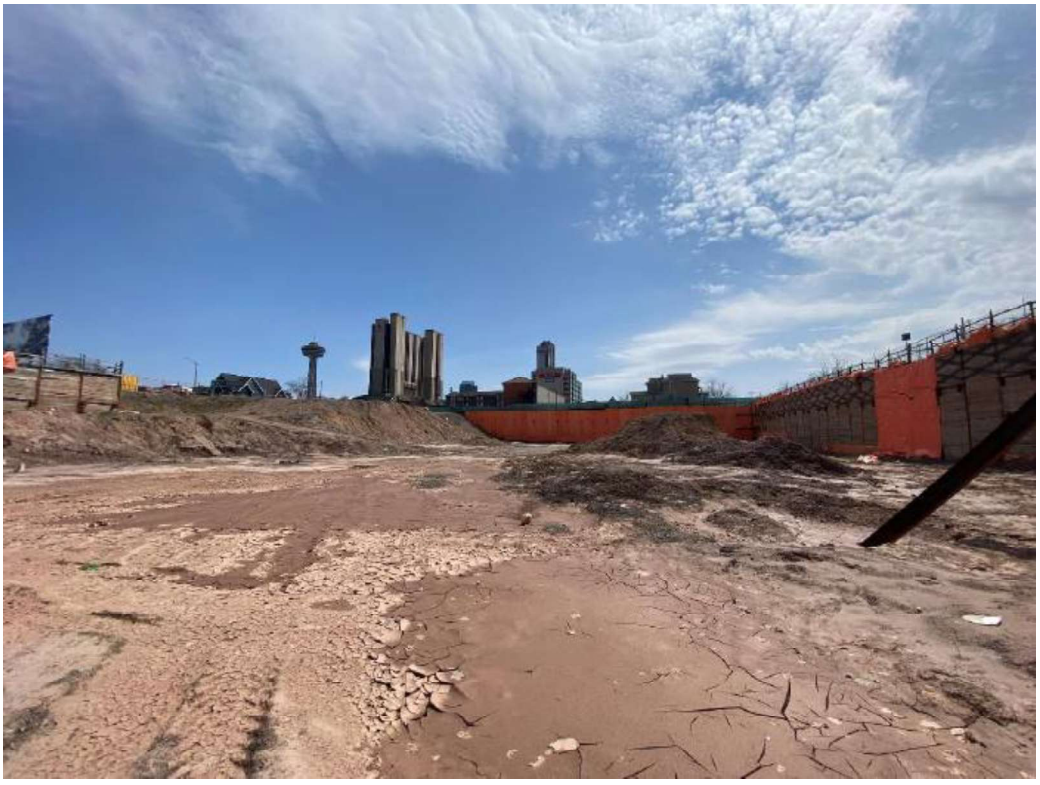


Site Inspection – April 23, 2025



Site Inspection – April 23, 2025

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Site Inspection – April 23, 2025



Site Inspection – April 23, 2025

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Schedule B

Glynn Group Inc. Engagement Letter

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

GLYNN GROUP Incorporated

April 14, 2025

By E-mail: mtallat@ksvadvisory.com

KSV Restructuring Inc.,
in its capacity as Court appointed Receiver of La Pue International Inc.
220 Bay Street, Suite 1300
Toronto, Ontario
M5J 2W4

For the attention of Mr. Murtaza Tallat

RE: STANLEY DISTRICT
NIAGARA FALLS, ONTARIO

Dear Mr. Tallat:

Further to your recent request regarding cost consulting services on the above project, we now the have pleasure in submitting our fee proposal and scope of services for your consideration.

Our proposed fees for the required services would be as follows:

Fee for Services - $6,650.00 (19 hours)

We anticipate that approximately 19 hours will be required to complete our assessment as required.

We understand that your current requirement is for us to review invoices issued to date and view the site in order to provide an opinion of relative reasonableness to the work completed in relation to the contracted value of each trade contractor and construction manager. We also understand that you would like our opinion as to whether the contract value of the work accurately reflects the proposed scope to be completed submitted by construction manager, excavation and shoring trade contractors, as applicable (e.g., whether there is overbid).

Disbursements, HST and any additional works required outside the scope referenced above are extra and will be invoiced separately based on the Schedule of Rates attached hereto as Appendix A.

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RE: STANLEY DISTRICT
NIAGARA FALLS, ONTARIO

Our invoices will be submitted upon completion of each item and is payable within 30 days of issuance.

Please note that this fee proposal is valid for 30 calendar days from the date set out above.

If the above is acceptable, please indicate your acceptance by signing below and returning a copy to the undersigned.

Yours truly,

GLYNN GROUP INC.

Martin J. Glynn, MRICS
President

Accepted

Signed by:
Murtaza Tallat
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4/14/2025

KSV Restructuring Inc., solely in its capacity as proposal trustee of La Puc International Inc., and not in any other capacity

Date

1300 Cornwall Road, Suite 104, Oakville, Ontario, Canada, L6J 7W5
Telephone: (905) 815 – 0102 Facsimile: (905) 815 – 0105
www.glynngroup.ca

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Appendix A

Schedule of Rates

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Schedule of Rates

Consultants Rates

Director/SVP	$ 350.00
Senior Consultant	$ 250.00
Consultant	$ 200.00
Assistant Consultant	$ 150.00
Third Party Consultants	At Cost to the Consultant

Disbursements

Travel	In accordance with CRA (currently $0.66/km)
Photographs	$ 30.00 per report
Courier	At Cost

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Schedule C

Buttcon Contract Summary 1462 & 1462C

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

1462&1462C Contract Summary

	JOB NO.	INVOICE NO.	INVOICE PER	INVOICE DATE	DESCRIPTION (FILE NAME)	INVOICE AMOUNT (Gross amount pre tax)	CUMULATIVE CONTRACT PRICE (Progress based)
1	1462	01-1462	May-20	2020/05/31	May 2020 Stanley District TS May Invoice	24,588.00	24,588.00
2	1462	02-1462	Jun-20	2020/06/30	June Invoice Stanley District	10,744.00	35,332.00
3	1462	03-1462	Jul-20	2020/07/31	July Invoice Stanley District	9,001.00	44,333.00
4	1462	04-1462	Aug-20	2020/08/31	Aug Invoice Stanley District TS	19,817.00	64,150.00
5	1462	05-1462	Sep-20	2020/09/30	Sept. 2020 Invoice Stanley District TS	12,574.00	76,724.00
6	1462	06R-1462	Oct-20	2020/10/31	Oct Stanley District TS October (003)	23,386.00	100,110.00
7	1462	07R-1462	Nov-20	2020/11/30	Nov Stanley District TS	17,294.00	117,404.00
8	1462	08R-1462	Dec-20	2020/12/31	Dec Stanley District TS December Summary for Invoice	36,546.00	153,950.00
9	1462	09-1462	Jan-21	2021/01/31	STANLEY DISTRICT JAN 2021	37,530.00	191,480.00
10	1462	10-1462	Feb-21	2021/02/28	Stanley District TS February 2021	27,683.00	219,163.00
11	1462	11-1462	Mar-21	2021/03/31	STANLEY DISTRICT MAR 2021	5,701.00	224,864.00
12	1462	12-1462	Apr-21	2021/04/30	Apr 2021 Stanley District	3,440.00	228,304.00
13	1462	13-1462	May-21	2021/05/31	MAY 2021 Stanley District	7,771.00	236,075.00
14	1462	14-1462	Jun-21	2021/06/30	JUN 2021 Stanley District-	13,188.00	249,263.00
15	1462	15-1462	Jul-21	2021/07/31	JULY 2021 Stanley District-	9,731.30	258,994.30
16	1462	16-1462	Aug-21	2021/08/31	AUG 2021 Stanley District-	7,208.00	266,202.30
17	1462	17-1462	Sep-21	2021/09/30	SEPT 2021 Stanley District-	5,553.23	271,755.53
18	1462	18-1462	Oct-21	2021/10/31	October 2021 Stanley District -Pre C	29,778.40	301,533.93
19	1462	19-1462	Nov-21	2021/11/30	R NOV 2021	26,945.46	328,479.39
20	1462	20-1462R	Dec-21	2021/12/31	Dec-21	12,367.00	340,846.39
21	1462	21R-1462	Jan-22	2022/01/31	Jan-22	1,511.62	342,358.01
22	1462	22-1462	Feb-22	2022/02/28	STANLEY DISTRICT-FEB 2022	8,986.90	351,344.91
23	1462	23-1462	Mar-22	2022/03/31	Mar-22	14,480.00	365,824.91
24	1462	24-1462	Apr-22	2022/04/30	APR 2022 Stanley Pre C	28,726.00	394,550.91
25	1462	25-1462	May-22	2022/06/01	DATED JUN 2022 MAY LAB	57,397.00	451,947.91
26	1462C	01_1462C	Jun-22	2022/07/15	STANLEY DISTRICT JUNE 2022 BILLING Revised Astro out May lb bille	688,610.74	1,140,558.65
27	1462C	02_1462C	Jul-22	2022/08/04	STANLEY DISTRICT JULY 2022 BILLING R	993,519.96	2,134,078.61
28	1462C	03_1462C	Aug-22	2022/09/02	STANLEY DISTRICT AUG BILLING 2022 –	1,801,397.40	3,935,476.01
29	1462C	04_1462C	Sep-22	2022/10/05	STANLEY DISTRICT SEPT 2022	1,054,656.04	4,990,132.05
30	1462C	05_1462C	Oct-22	2022/11/01	STANLEY DISTRICT.OCT 2022 DRAW---	924,508.65	5,914,640.70
31	1462C	06_1462C	Nov-22	2022/12/08	STANLEY DISTRICT-NOV 2022 BILLING ok	523,392.41	6,438,033.11
32	1462C	06_1462C	Dec-22	2023/01/09	STANLEY DISTRICT-DEC 2022 BILLING	1,633,604.55	8,071,637.66
33	1462C	08_1462C	Jan-23	2023/02/07	STANLEY D JAN 2023 DRAW-INVOICE	1,366,468.59	9,438,106.25
34	1462C	09_1462C	Feb-23	2023/03/16	Feb Invoice MPC and backup PLUS additional Feb costs	1,651,924.53	11,090,030.78
35	1462C	10_1462C	Mar-23	2023/04/12	STANLEY DISTRICT MAR 2023 INV BILLING - April 12, 2023	10,772.43	11,100,803.21
36	1462C	11_1462C	Apr-23	2023/05/10	STANLEY DISTRICT APR 2023 DRAW-INVOICE	6,696.70	11,107,499.91
37	1462C	12_1462C	May-23	2023/06/14	STANLEY DISTRICT MAY 2023 R1-DRAW-INVOICE	46,942.56	11,154,442.47
38	1462C	13_1462C	Jun-23	2023/07/14	STANLEY DISTRICT JUN 2023 DRAW-INV	66,141.09	11,220,583.56

Preconstruction TOTAL

INVOICES BILLED TO DATE (GROSS, PRE-TAX)	**11,220,583.56**

Additional

Astro Excavating Inc. (amount included in Buttcon Lien)*	**618,567.44**
Additional amounts claimed by HC Matcon Inc. (not included in Buttcon lien amount)	**753,549.67**
Additional amounts claimed by Kada Group Inc. (not included in Buttcon lien amount)	**67,017.04**
Additional project costs (not billed but incurred)	**61,080.49**

$1,500,215

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

TOTAL CONTRACT PRICE (GROSS, PRE-TAX)	12,720,798.20
TAX	1,653,703.77
TOTAL INCL TAX (TO PERIOD END)	**14,374,501.97**
PAID TO DATE BY LA PUE -	5,126,033.40
OUTSTANDING AMOUNT	**9,248,468.57**
HOLDBACK ON CONTRACT PRICE INCL TAX (TO PERIOD END)	**1,437,450.20**

$4615,333 not on Application No. 13

* Astro Excavating Inc. is also claiming an additonal damages

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule D

Buttcon Invoice No 1462C-13

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

INVOICE

TO OWNER/CLIENT:
C/O
LA PUE INTERNATIONAL INC
6158 ALLENDALE AVE
NIAGARA FALLS, ONT
L2G 0A5

Attn: PAWEL FUGIEL
em: lapueinternational@gmail.com
cc:
em:

PROJECT:
Stanley District-Uground Pkg Garage&BldgC

Contract#

VIA ARCHITECT/ENGINEER:

Application #: 13
Invoice No: 1462C-13
Period: 6/01/2023- 6/30/2023
Job/Project #: 1462C
Purchase Order:
Terms: Prompt Payment Terms

Date Submitted: July 14, 2023
Date Re Submitted: —

FROM CONTRACTOR:
BUTTCON LIMITED
8000 Jane Street, Tower B, Suite 401
Concord, Ontario
Tele:905-907-4242

	Total Billed to Date	Previously Billed	Current Billing
Reimbursable Cost to date	$ 9,518,429.97	$ 9,453,964.97	$ 64,465.00
Plus Additional Costs not included in Reimbursable Cost to date(See Attached)	$ 940,316.26	$ 940,316.26	$ -
Plus Additional Costs not included in Reimbursable Cost to date(See Attached)	$ 37,000.00	$ 37,000.00	$ -
Total Before Fee	$ 10,495,746.23	$ 10,431,281.23	$ 64,465.00
Plus Fee @ 2.60%	$ 272,889.40	$ 271,213.31	$ 1,676.09
A **Subtotal**	10,768,635.63	10,702,494.54	66,141.09
Less Holdback 10% on (A)	1,076,863.56	1,070,249.45	6,614.11
Subtotal	9,691,772.07	9,632,245.09	59,526.98
Total agreed credit	(96,941.00)	(96,941.00)	
Net Invoice	9,594,831.07	9,535,304.09	59,526.98
Plus HST#100704741	1,247,328.04	1,239,589.53	7,738.51
Total	$ 10,842,159.11	$ 10,774,893.62	$ 67,265.49
Prev Paid	$ (4,615,333.28)		
Total Due	$ 6,226,825.83		

Invoiced pre-construction staffing to Jan 31, 2021: $160,907.00
Less procurement staffing not yet invoiced for entire months of June to November: $63,966 (spreadsheet of hours attached)
Total credit for pre-construction: $96,941.00

Jun Draw payment due
August 11, 2023
$67,265.49

Oct draw payment Due Dec 5, 2022
$840,225.30
Nov draw payment Due Jan 4, 2023
$532,290.00
Dec draw payment Due Feb 6, 2023
1,551,832.50
Jan draw payment Due Mar 6, 2023
1,389,698.55
Feb draw payment Due Apr 13, 2023
1,680,007.24
Mar draw payment Due May 10, 2023
10,955.66
Apr draw payment Due June 7, 2023
6,810.55
May draw payment Due Jul 4, 2023

Please make payments payable to:
Buttcon Limited
300 - 6240 Highway 7
Woodbridge, ON
L4H 4G3
Tele: 905-907-4242x 338
J Costa Accounts Receivable

jcosta@buttcon.com

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule E

Buttcon Limited Monthly Payment Claim

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

ACCT. PERIOD Jun-2023 to Jun-2023
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462C	Stanley District-UGround Pkg Gar&Bldg C														
1	**GENERAL CONDITIONS**														
1130	Water														
ACTIVITY 1130	Water TOTAL								0.00	0.00	0.00				0.00
1140	Testing and Inspection	ST	9/01/22	TERRAPROBE INC.	1462C-100	7/25/22	0	0	323,950.00	225,717.17	0.00	0.00	133410		0.00
		ST	11/01/22	EXP SERVICES INC.	1462C-501	11/28/22	1	31	5,427.50	0.00	0.00	0.00	696580		0.00
		ST	6/01/23	TERRAPROBE INC.	1462C-100	7/25/22	0	0	0.00	0.00	0.00	0.00	3075	6/24/23	64,465.00
ACTIVITY 1140	Testing and Inspection TOTAL								329,377.50	225,717.17	0.00				64,465.00
1601	Project Manager														
ACTIVITY 1601	Project Manager TOTAL								0.00	0.00	0.00				0.00
1720	Office Equipment														
ACTIVITY 1720	Office Equipment TOTAL								0.00	0.00	0.00				0.00
1723	Safety Supplies	MA	3/01/23	ORANGEVILLE FIRE EQUIPMENT	1462C-501	3/08/23	0	0	2,500.00	2,500.00	0.00	0.00			0.00
		ST	9/01/22	ORANGEVILLE FIRE EQUIPMENT	1462C-500	6/30/22	0	0	7,500.00	5,596.20	0.00	0.00	96225		0.00
ACTIVITY 1723	Safety Supplies TOTAL								10,000.00	8,096.20	0.00				0.00
1816	Traffic Control	ST	9/01/22	DIRECT TRAFFIC MANAGEMENT	1462C-500	8/31/22	1	3	750.00	0.00	0.00	0.00	31208		0.00
		ST	9/01/22	DIRECT TRAFFIC MANAGEMENT	1462C-500	8/31/22	2	19	3,633.00	0.00	0.00	0.00	31208		0.00
ACTIVITY 1816	Traffic Control TOTAL								4,383.00	0.00	0.00				0.00
1830	Hoardings, Fences	ST	6/01/22	TOUCHSTONE SITE CONTRACTORS I	1462C-500	6/13/22	0	0	37,580.00	0.00	0.00	0.00	PB-01-1462C		0.00
		ST	1/01/23	TOUCHSTONE SITE CONTRACTORS I	1462C-500	11/28/22	1	5020	940.55	0.00	0.00	0.00	7519		0.00
ACTIVITY 1830	Hoardings, Fences TOTAL								38,520.55	0.00	0.00				0.00
1860	Layout, incl. O.L.S.	ST	10/01/22	ROUSE SURVEYORS INC	1462C-501	10/27/22	1	32	20,000.00	262.51	0.00	0.00	3432		0.00
		ST	1/01/23	ROUSE SURVEYORS INC	1462C-501	1/31/23	2	61	17,266.82	0.00	0.00	0.00	3616		0.00
		ST	1/01/23	ROUSE SURVEYORS INC	1462C-501	1/31/23	3	5033	9,087.18	0.00	0.00	0.00	3616		0.00
		ST	2/01/23	ROUSE SURVEYORS INC	1462C-501	2/28/23	4	66	4,380.50	4,380.50	0.00	0.00			0.00
ACTIVITY 1860	Layout, incl. O.L.S. TOTAL								50,734.50	4,643.01	0.00				0.00
1876	Overhead Protection	ST	9/01/22	ACTION SCAFFOLD SERVICES (TORON	1462C-500	9/13/22	0	0	75,328.00	75,328.00	0.00	0.00			0.00
ACTIVITY 1876	Overhead Protection TOTAL								75,328.00	75,328.00	0.00				0.00
CLASS 1	**GENERAL CONDITIONS TOTAL**								508,343.55	313,784.38	0.00				64,465.00
2	**SITEWORK**														
2312	Hydrovac Excavation	ST	6/01/22	YORK 1 HYDROVAC LTD	1462C-500	6/27/22	0	0	3,515.00	3,515.00	0.00	0.00			0.00
		ST	1/01/23	YORK 1 HYDROVAC LTD	1462C-500	10/31/22	1	5018	5,691.60	0.00	0.00	0.00	41835		0.00
ACTIVITY 2312	Hydrovac Excavation TOTAL								9,206.60	3,515.00	0.00				0.00
2314	Dewatering	ST	10/01/21	AQUA TECH DEWATERING COMPANY I	1462C-100	10/20/21	0	0	304,613.00	304,613.00	0.00	0.00			0.00
ACTIVITY 2314	Dewatering TOTAL								304,613.00	304,613.00	0.00				0.00

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BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462C	Stanley District-UGround Pkg Gar&Bldg C														
2315	Excavation/Trenching/Backfilling	ST	4/01/22	ASTRO EXCAVATING INC	1462C-100	4/14/22	0	0	-257,220.00	-257,220.00	0.00	0.00			0.00
		ST	6/01/22	ASTRO EXCAVATING INC	1462C-100	4/14/22	0	0	257,220.00	257,220.00	0.00	0.00	1428		0.00
		ST	7/01/22	KADA GROUP INC	1462C-100	6/30/22	0	0	2,549,000.00	698,500.00	0.00	0.00	1148		0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	8/31/22	1	16	4,500.00	0.00	0.00	0.00	1011		0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	8/31/22	2	18	114,374.00	43,794.72	0.00	0.00	1167		0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	9/30/22	3	5012	-882.50	-882.50	0.00	0.00			0.00
		ST	9/01/22	KADA GROUP INC	1462C-100	9/30/22	4	5005	1,760.00	1,760.00	0.00	0.00			0.00
		ST	1/01/23	KADA GROUP INC	1462C-100	1/26/23	5	33	17,500.00	17,500.00	0.00	0.00			0.00
		ST	1/01/23	KADA GROUP INC	1462C-100	1/31/23	6	36	1,800.00	1,800.00	0.00	0.00			0.00
		ST	3/01/23	KADA GROUP INC	1462C-100	3/31/23	7	5041	8,481.00	8,481.00	0.00	0.00			0.00
ACTIVITY 2315	Excavation/Trenching/Backfilling TOTAL								2,696,532.50	770,953.22	0.00				0.00
2455	Shoring	ST	6/01/22	HC MATCON INC.	1462C-100	6/13/22	0	0	3,814,720.00	87,247.47	0.00	0.00	7837		0.00
		ST	7/01/22	HC MATCON INC.	1462C-100	7/31/22	1	5002	-24,016.00	0.00	0.00	0.00	CR-01-1462C		0.00
		ST	10/01/22	HC MATCON INC.	1462C-100	9/30/22	2	5005	-1,760.00	0.00	0.00	0.00	8135		0.00
		ST	10/01/22	HC MATCON INC.	1462C-100	9/30/22	3	5010	-13,509.00	0.00	0.00	0.00	8135		0.00
		ST	11/01/22	HC MATCON INC.	1462C-100	10/31/22	4	5018	-5,691.60	0.00	0.00	0.00	8169		0.00
		ST	11/01/22	HC MATCON INC.	1462C-100	11/28/22	5	5020	-940.55	-940.55	0.00	0.00			0.00
		ST	12/01/22	HC MATCON INC.	1462C-100	12/31/22	6	8	1,068,513.40	47,012.12	0.00	0.00	8228		0.00
		ST	12/01/22	HC MATCON INC.	1462C-100	12/30/22	7	37	2,229,060.00	2,229,060.00	0.00	0.00			0.00
		ST	12/01/22	HC MATCON INC.	1462C-100	12/31/22	8	5021	-39,299.00	0.00	0.00	0.00	CR-08-1462C		0.00
		ST	1/01/23	HC MATCON INC.	1462C-100	1/31/23	9	5033	-9,087.18	-9,087.18	0.00	0.00			0.00
		ST	3/01/23	HC MATCON INC.	1462C-100	3/31/23	10	5041	-10,676.00	-10,676.00	0.00	0.00			0.00
ACTIVITY 2455	Shoring TOTAL								7,007,314.07	2,342,615.86	0.00				0.00
CLASS 2	**SITEWORK TOTAL**								10,017,666.17	3,421,697.08	0.00				0.00
3	**CONCRETE**														
3100	Concrete Formwork and Placing	ST	2/01/23	HARDROCK FORMING CO.	1462C-100	6/13/22	0	0	25,312,550.00	25,049,770.00	0.00	0.00	PB-01-1462C		0.00
ACTIVITY 3100	Concrete Formwork and Placing TOTAL								25,312,550.00	25,049,770.00	0.00				0.00
3200	Concrete Reinforcement	ST	2/01/23	MYER SALIT LIM ITED	1462C-101	10/20/22	0	0	10,359,160.00	10,250,680.00	0.00	0.00	10223PB030		0.00
ACTIVITY 3200	Concrete Reinforcement TOTAL								10,359,160.00	10,250,680.00	0.00				0.00
CLASS 3	**CONCRETE TOTAL**								35,671,710.00	35,300,450.00	0.00				0.00
7	**THERMAL and MOISTURE PROTECTION**														
7110	Water/Damp-proofing	ST	2/01/23	2392486 ONTARIO INC/ o/p WJ CONSTU	1462C-101	8/15/22	0	0	1,860,000.00	1,824,339.28	0.00	0.00	16-23FEB-10		0.00
ACTIVITY 7110	Water/Damp-proofing TOTAL								1,860,000.00	1,824,339.28	0.00				0.00
7240	Exterior Insulation and Finish Systems		11/01/22	SKYRISE PREFAB BUILDING SOLUTION	1462C-100	6/30/22	0	0	4,458,541.00	3,477,661.98	0.00	0.00	2022-197		0.00
ACTIVITY 7240	Exterior Insulation and Finish Systems TOTAL								4,458,541.00	3,477,661.98	0.00				0.00
7510	(BUR) Roofing and Waterproofing	ST	10/01/22	THE ROOF TECHNICIAN INC.	1462C-500	9/30/22	1	29	5,600.00	0.00	0.00	0.00	IN1632		0.00

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

ACCT. PERIOD Jun-2023 to Jun-2023
PRINT ACTIVITIES? - YES
REPORT TYPE - DETAILS

BUTTCON LIMITED
Monthly Payment Claim

CLASS CODE	DESCRIPTION	COST TYPE	ACCT. DATE	CONTRACTOR	P.O. NUMBER	P.O. Date	Rev No.	Issue Number	COMM. TO DATE	COMM. OUTSTANDING	COMM. HOURS	RATE	INVOICE NUMBER	INV. DATE	INV AMOUNT
1462C	Stanley District-UGround Pkg Gar&Bldg C														
ACTIVITY 7510	(BUR) Roofing and Waterproofing TOTAL								5,600.00	0.00	0.00				0.00
CLASS 7	**THERMAL and MOISTURE PROTECTION TOTAL**								6,324,141.00	5,302,001.26	0.00				0.00
8	**DOORS AND WINDOWS**														
8901	Hardware	ST	8/01/22	ALLMAR INC.	1462C-101	8/29/22	0	0	3,750,000.00	3,750,000.00	0.00	0.00			0.00
ACTIVITY 8901	Hardware TOTAL								3,750,000.00	3,750,000.00	0.00				0.00
CLASS 8	**DOORS AND WINDOWS TOTAL**								3,750,000.00	3,750,000.00	0.00				0.00
9	**FINISHES**														
9250	Gypsum Board	ST	9/01/22	CAMBRIDGE DRYWALL SERVICES LTD	1462C-100	6/30/22	0	0	13,100,000.00	12,982,800.00	0.00	0.00	132958		0.00
ACTIVITY 9250	Gypsum Board TOTAL								13,100,000.00	12,982,800.00	0.00				0.00
CLASS 9	**FINISHES TOTAL**								13,100,000.00	12,982,800.00	0.00				0.00
14	**CONVEYING SYSTEM**														
14202	Passenger Elevators	ST	6/01/22	ATTA ELEVATORS CONSTRUCTION LT	1462C-100	6/15/22	0	0	1,639,115.00	1,557,159.25	0.00	0.00	142		0.00
ACTIVITY 14202	Passenger Elevators TOTAL								1,639,115.00	1,557,159.25	0.00				0.00
CLASS 14	**CONVEYING SYSTEM TOTAL**								1,639,115.00	1,557,159.25	0.00				0.00
15	**MECHANICAL**														
15000	Complete Mechanical	ST	2/01/23	MATTINA MECHANICAL LIMITED	1462C-101	9/30/22	0	0	17,300,000.00	17,262,330.00	0.00	0.00	11718		0.00
ACTIVITY 15000	Complete Mechanical TOTAL								17,300,000.00	17,262,330.00	0.00				0.00
15300	Sprinklers	ST	6/01/22	RIDGE FIRE PROTECTION	1462C-100	6/15/22	0	0	1,779,000.00	1,779,000.00	0.00	0.00			0.00
ACTIVITY 15300	Sprinklers TOTAL								1,779,000.00	1,779,000.00	0.00				0.00
CLASS 15	**MECHANICAL TOTAL**								19,079,000.00	19,041,330.00	0.00				0.00
16	**ELECTRICAL**														
16000	Complete Electrical	ST	1/01/23	WIRE ONE ELECTRIC INC	1462C-501	1/31/23	1	39	74.00	0.00	0.00	0.00	3245		0.00
		ST	5/01/23	MODERN NIAGARA TORONTO INC	1462C-101	11/14/22	0	0	9,536,280.00	9,474,280.00	0.00	0.00	INSWO0000580		0.00
ACTIVITY 16000	Complete Electrical TOTAL								9,536,354.00	9,474,280.00	0.00				0.00
CLASS 16	**ELECTRICAL TOTAL**								9,536,354.00	9,474,280.00	0.00				0.00
18	**ALLOWANCES/CONTINGENCY**														
18133	Temp. Electrical Service	ST	9/01/22	WIENS UNDERGROUND ELECTRIC	1462C-500	9/30/22	1	23	20,600.00	20,600.00	0.00	0.00			0.00
		ST	11/01/22	KRAUN ELECTRIC - NIAGAGA	1462C-500	9/30/22	1	26	806.94	0.00	0.00	0.00	10016502		0.00
		ST	1/01/23	TT GALBRAITH ELECTRIC LTD.	1462C-501	1/31/23	1	53	20,600.00	0.00	0.00	0.00	1058		0.00
		ST	1/01/23	WIENS UNDERGROUND ELECTRIC	1462C-500	1/31/23	2	53	-20,600.00	-20,600.00	0.00	0.00			0.00
ACTIVITY 18133	Temp. Electrical Service TOTAL								21,406.94	0.00	0.00				0.00
CLASS 18	**ALLOWANCES/CONTINGENCY TOTAL**								21,406.94	0.00	0.00				0.00
GRAND TOTAL									99,647,736.66	91,143,501.97	0.00				64,465.00

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule F

Astro Excavating Inc.

Bid analysis

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

STANLEY DISTRICT - Tender Series #1		
Job - 1462		
Tender Package Name: TP1.3 - Bulk/Detailed Earthworks & Removals		
BID ANALYSIS: September 24, 2021		
Item	**Astro Excavating**	
	3-Aug-21	
Quotation	$2,507,500	
To supply and install all necessary labour, material, equipment and supervision to complete the supply and installation of specification section/division:		**Comments**
List Specs		
Division 01 General Requirements	Yes	
31 05 99 – Common Work Results for Earthworks	Yes	
31 14 13 – Soil Stripping and Stockpiling	Yes	
31 22 13 – Rough Grading	Yes	
31 25 00 – Erosion and Sediment Control	Yes	
32 01 90.33 – Tree and Shrub Preservation	N/A	
Including but not limited to the following:		
1. The General Conditions and all sections of Division 1 apply and are a part of this Package.	Yes	
2. All bidders are to follow Buttcon's Covid-19 Pandemic Plan, Business Partner Coronavirus/Covid-19 Communication & Shared Information dated May 5, 2020.	Yes	
3. 50% Performance Bond amount is to be included in base bid and amount identified on the space provided in the tender form.	Yes	
4. Provide two separate mobilizations: one for removals and a second for excavation during shoring works.	Yes	
5. Perform site removals as shown and specified.	Yes	
6. Erosion and sediment control as shown and specified.	**$20,000**	
7. Supply and install Sediment Control Fence (Supply, install, maintain, remove and dispose when no longer required) as shown and specified.	Incl above	
8. Supply and place stone to Mud-Mat as shown and specified.	Incl above	
9. Supply and install Sediment Control Traps (supply, install, maintain, remove when no longer required) as shown and specified.	Incl above	
10. Supply and install Rock Check Dams.	N/A	
11. Provide curb cuts as shown and specified.	Incl above	
12. Provide Site Clearing and grubbing. Including removal of asphalt.	**$12,500**	
13. Provide Proof Rolling	Yes	
14. Design, Construct and Maintain Ramp for excavation (Build, maintain while on site, remove when no longer required).	Yes	
15. Provide Bulk Excavation of the entire parking structure footprint down to Elevation 182.455 at P2 – Lower Level and down to Elevation 182.815 at P2 Upper Level.	Yes	
16. Dispose off-site of Surplus Material. Allow for soil removal as per Phase Two Environmental Site Assessment prepared by Wood Environment & Infrastructure Solutions dated October 9, 2018.	Yes - Material to meet Table 1	6,900m3 (top 1 meter to be priced at premium) $7.50 / metric tonnes (~~$93,150 CTC~~) (6,900x2.3x7.5=$119,025)
17. Dispose off-site of Caisson Spoils	Yes	$119,025 Astro to reach out to Wood for additional test pits to determine soil - $? Astro to have excavator/operator on site $3,700 - fee can be waived if Astro awarded
18. Dispose off-site of Tieback Spoils	Yes	
19. Dispose off-site of Shoring Pile Spoils	Yes	
20. Dispose off-site of Site Services Spoils	**$6,400**	
	Above site servicing spoils based on 200m3	
21. Scraping of Caisson walls	Yes	
22. Provide truck routing plan to and from site. Identify location of disposal and fill sites.	Yes	
23. Perform street and sidewalk cleaning including water flush as required. Sweeping is to be done daily when hauling material off site. Water flush as required.	Yes	

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24. Perform all layout as required to complete this scope of work. Bench Mark and Control Lines by others.	Survey by Others $60,000	
25. Provide grademan as required.	Yes	
26. Provide flagman and traffic control as required to complete this scope of work.	Yes	
27. Make good of all over excavated areas.	Yes	
28. Do all site grading, cutting and filling as required.	**$50,000**	
29. Installation of Temporary Road as shown. Include for Supply and Install of 50mm stone, 300mm depth) Ref. to Temporary Road and Stone Lot Plan.	Yes	
30. Excavate for Strip Footings, Pile Caps, Raft Slabs, Grade Beams, Crane Base, Prep footings and removal of spoils	Yes	
31. Backfill around Strip Footings, Pile Cap, Raft Slab, Grade Beams, Crane Base using Granular B (Supply, compact and place Granular)	Yes	
32. Prepare Slab on Grade. Supply, Place and Compact Granular A (200mm) for the underside of the SOG and as indicated in the Geotechnical report.	Yes	
33. Supply and Install Weeping Tile Under Slab on grade as indicated in the geotechnical report. (Include for supply of clear stone and filter cloth)	**$57,500**	
34. Supply and Install Weeping Tile at Perimeter as indicated in the geotechnical report. (Include for supply of clear stone and filter cloth).	Item 33 & 34 include only trenching and backfill (Clear Limestone supply incl)	
35. Remove and dispose off-site dewatering wells spoils. (Approx. 75 cubic meters)	Yes	
Sub Total	$2,653,900	
Contract Total	**$2,653,900**	
Potential Risk (6,900m3 not meeting table 1)	$119,025	
BONDING	$35,000 included in base bid	
Time Required to Perform Various Portions of Work		
a. Preparation of Shop Drawings	N/A	
b. Delivery/commencement on site from apporved Shop Drawings	2 Weeks	
c. To complete installation from Delivery	20 Weeks	
UNIT PRICE		
Bulk Excavation$_____/m3	$7.00/m3	
Hauling and Disposal$_____/m3	$25.00/m3	
Temporary Road Installed per m2 (300mm depth with 50mm stone Supplied & Installed)		
Add	$22.50/m2	
Delete	$17.50/m2	
ITEMIZED AMOUNT (Included in Base Bid)		
Provide itemized amount for Mobilization Cost (each)		
Removals	$7,500	
Shoring	$7,500	
Provide itemized amount for Supply Only of Granular Material used for backfill around strip footings, pile caps, raft slabs, grade beams, crane base. $_____	$20,000	
Provide itemized amount fo Supply Only of Granular Material used for underside of Slab-on-Grade. $_____	$125,000	
LABOUR RATES		
Description of Labour (Own Forces): Foreman		
Regular hours per hour (HST extra)	$95	
Shift hours per hour (HST extra)	$145	
Overtime hours per hour (HST extra)	$190	

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Schedule G

Buttcon letter of intent to Astro Excavating Inc.

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

October 14, 2021

Astro Excavating Inc. via e-mail: ilan@astroexcavating.com
645 Coronation Drive,
Scarborough, ON M1E 2K4
T: 416-738-486 F: 647-351-6410

Attn: Ilan Philosophe

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

Ref: Stanley District
5510 & 5536 Ferry Street and 5943 & 5955 Stanley Avenue, Niagara Falls

Please accept this letter as our intention to award you a contract for Tender Package 1.3 Bulk/Detailed Earthworks and Removals, for the above project. The work as per the Tender Documents, Addenda #1 to #5 and Post Tender Addenda #1 to #4.

A formal contract in the amount of $2,500,000 + HST is being prepared and will be issued shortly. Optional extra to proceed only by revision to this contract:

- Unit rate premium of $7.50/tonne to remove and dispose off-site material containing lead contaminants greater than 120 µg/g pending additional sampling by Wood.

Please contact Tyler Trelford for project coordination.

Please proceed with all related purchasing and shop drawing submissions within 2 weeks. Please submit one copy of your company safety policy and a copy of the Ministry of Labour Registration of Constructors and Employers Engaged in Construction Form as well as your certificate of General Liability Insurance naming Buttcon Limited as additional insured, and a valid copy of your WSIB clearance certificate before any work begins on site.

Yours truly,
BUTTCON LIMITED

Simo Vrbat
Procurement Coordinator

cc: Tyler Trelford, Buttcon Limited
Michael Vannicola, Buttcon Limited
Leanne Stephenson, Buttcon Limited
Scott Rose, Buttcon Limited
Neil Rowe, Buttcon Limited

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Nicole Rak, Buttcon Limited

Buttcon Limited
General Contracting
Project Management
Construction
Management
Design Build
Design Build Finance

02-2215

BUTTCON

I Ilan Philapple acknowledge receipt of this Letter of Intent and agree to terms as outlined.

Signature

Oct 15, 2021
Date

Please sign and date this form within 24 hours. Return to Simo Vrbat: svrbat@buttcon.com

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule H

Astro Excavating Inc.

Invoice, Draw No. 2

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

INVOICE

Astro Excavating Inc.
645 Coronation Drive, Scarborough, ON M1E 2K4
T. (416) 738-4486 F. (647) 351-6410

DATE: JUNE 25, 2022
INVOICE # 1428

SOLD TO **La Pue International Inc.**
c/o Buttcon Limited
6158 Allendale Avenue
Niagara Falls, ON L2G 0A5
Attention: Pawel Fugiel

PAYMENT TERMS	DRAW #	PROJECT
Net 30	**2**	**5510 Ferry Street, Niagara Falls – Excavation & Backfill Contract**

ITEM	DESCRIPTION	QTY.	UNIT	UNIT RATE	LINE TOTAL
1	Completed to Date (16% of Contract Value) See Attached Signed Completion Slip & Schedule of Values.	1	ls	$407,220.00	$407,220.00
2	less previously billed * PAID →	1	ls	$(150,000.00)	$(150,000.00) ← PAID
				SUB-TOTAL	$257,220.00
	HST# 80538 9178 RT0001			HST	$33,438.60
				GRAND TOTAL	**$290,658.60**

Contract $2,500,000

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule I

Astro Chart re: Total Claim Amount

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

ABSTRO

Chart re: Total Claim Amount

Description	Date	Amount
Invoice No. 1428 - Progress Draw No. 2	June 25, 2022	$290,658.60 11.6%
Invoice # 1426 – Extra – 5510 Ferry Street, Niagara Falls, Additional Drill Platform not included in Construction Management Plan	June 25, 2022	$2,282.60
Invoice # 1427 – Extra – 5510 Ferry Street, Niagara Falls – Buried Foundations, Brick, Block & Garbage Removal & Separation	June 25, 2022	$10,181.30
Invoice # 1438 – Extra – 5510 Ferry Street, Niagara Falls, Disposal of Contaminated Soil exceeding Table 1 RPI	June 27, 2022 unable to find	$191,731.45 signed estimate for once.
Total Outstanding Invoices (Lien Amount)		**$494,853.95**
Damages for loss of profit [Loss of Profit Claim] - 20% of the Contract Price of $2,825,000.00 ($2,500,000.00 + HST)		$565,000.00
Damages for escalation costs [Delay Claim] - 30% of the Contract Price of $2,825,000.00 ($2,500,000.00 + HST)		$847,500.00
Total Additional Amounts Claimed (Loss of Profit Claim and Delay Claim)		**$1,412,500.00**
Total Claim Amount (Lien + Additional Claims)		**$1,907,353.95**

Claimed 16% Complete $ 907,722 - ~~400,000~~

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule J

Kada Group Inc. Requisition No. 10020 (undated)

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

KADA GROUP INC.

The Stanley District - Tender Series #2	5955 Stanley Ave., Niagara Falls	Applicant:	KADA Group Inc.
Buttcon Ltd.	8000 Jane St., Concord	Address:	

Requisition No.	10020
Period Through	Jan 1 - Feb 28
Retention %	10%

			A	B	C	D	E	F	G	H	
Item Description	Quantity	Unit Price	Item Value	Amount Prev. Billed (Col. E From Prev. Req.)	Amount Billed This Period	Total Billed (To Date)	Completed & Stored To Date (B + C + D)	% Complete (E / A)	Amount Remaining (A - E)	Retention (This Period)	Retention (Cumulative)
Mobilization (1.1)	1	Lump Sum	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00		100.0%	$ -	$ -	$ 1,000.00
Demobilization (1.2)	1	Lump Sum	$ 7,000.00	$ -		$ -		0.0%	$ 7,000.00	$ -	$ -
Site Removals	1	Lump Sum	$ 12,000.00	$ 12,000.00	$ -	$ 12,000.00		100.0%	$ -	$ -	$ 1,200.00
Errosion & Sediment Control	1	Lump Sum	$ 3,500.00	$ 3,500.00		$ 3,500.00		100.0%	$ -	$ -	$ 350.00
Supply & Install Mudmat	1	Lump Sum	$ 3,200.00	$ 3,200.00	$ -	$ 3,200.00		100.0%	$ -	$ -	$ 320.00
Bulk Excavation & Disposal (Elevation 182.815)	1	Lump Sum	$ 1,801,800.00	$ 1,801,800.00	$ -	$ 1,801,800.00		100.0%	$ -	$ -	$ 180,180.00
Detailed Excavation Disposal of Material	1	Lump Sum	$ 300,000.00	$ 20,000.00	$ -	$ 20,000.00		6.7%	$ 280,000.00	$ -	$ 2,000.00
Installation of Drill Rig Platform (Working Platform	1	Lump Sum	$ 31,500.00	$ -	$ 31,500.00	$ 31,500.00		100.0%	$ 31,500.00	$ 3,150.00	$ 3,150.00
Backfill (Detailed Excavation)	1	Lump Sum	$ 90,000.00	$ -		$ -		0.0%	$ 90,000.00	$ -	$ -
Site Servicing	1	Lump Sum	$380,000	$ -		$ -		0.0%	$ 380,000.00	$ -	$ -
Supply Weeping Tile	1	Lump Sum	$46,750	$ -		$ -		0.0%	$ 46,750.00	$ -	$ -
SUBTOTAL 1			$ 2,685,750.00	$ 1,850,500.00	$ 31,500.00	$ 1,882,000.00		70.1%	$ 835,250.00	$ 3,150.00	$ 188,200.00
Change Orders											
1. Supply & Install Granular Pad	1	Lump Sum	$ 114,375.00	$ 70,579.28	$ 43,795.72	$ 114,375.00		100.0%	$ -	$ 4,379.57	$ 11,437.50
SUBTOTAL 2			$ 114,375.00		$ 43,795.72	$ 114,375.00			$ -	$ 4,379.57	$ 11,437.50
Extras											
Supply Water	1	T&M	$ 9,000.00	$ 4,500.00	$ 1,248.00	$ 5,748.00		63.9%	$ 3,252.00	$ 124.80	$ 574.80
Supply Gabion Stone	1	T&M	$ 9,000.00	$ -	$ -	$ -		0.0%	$ 9,000.00	$ -	$ -
Supply Performance & Material Bond	1	T&M	$ 35,000.00	$ 35,000.00		$ 35,000.00		100.0%	$ -		
Incomplete Mud-Mat (Prev. Contr. Did not compl)	1	T&M	$ 380.00	$ 380.00		$ 380.00		100.0%	$ -		
2nd Excavation of West Elevation Trench	1	T&M	$ 1,500.00	$ 1,500.00		$ 1,500.00		100.0%	$ -		
Nov Equip Standby - due to HCM Tieback delay	1	T&M	$ 33,422.29	$ 33,422.29		$ 33,422.29	X	100.0%	$ -		
Dec Equip Standby - due to HCM Tieback delay	1	T&M	$ 13,126.05	$ 13,126.05		$ 13,126.05	X	100.0%	$ -		
Supply & Delivery of Clearstone	1	T&M	$ 10,832.19	$ -	$ 10,832.19	$ 10,832.19		100.0%			
Additional 50mm Crusher Run to Contract	1	T&M	$ 19,083.49	$ -	$ 19,083.54	$ 19,083.54		100.0%			
Sub-ex Soft Spots per Terraprobe	1	T&M	$ 26,580.90	$ -	$ 26,580.90	$ 26,580.90		100.0%			
Site Rqmts. CE 033 Air Shaft Location Interference	1	T&M	$ 127,363.32	$ -	$ 33,961.41	$ 33,961.41		26.7%			
Rev. Building Floor Grades Excavation/Disposal	1	T&M	$ 72,209.88	$ -	$ 72,209.88	$ 72,209.88		100.0%			
Phase 2 Work South Side Property (Blue)	1	T&M	$ 100,372.08	$ -	$ 41,592.57	$ 41,592.57	~	41.4%			
February 2023 Demobilization	1	T&M	$ 7,000.00	$ -	$ 7,000.00	$ 7,000.00	✓	100.0%			
Backcharge HCM for West Elevation Strip Ftg.	1	T&M	$ 1,625.00	$ -	$ 1,625.00	$ 1,625.00	X	100.0%			
Backcharge HCM for South Elevation Strip Ftg.	1	T&M	$ 6,538.41	$ -	$ 6,538.41	$ 6,538.41	X	100.0%			
Claim Phase 2 Part 1	1	Claim	$ 100,372.08	$ -	$ -	$ -		0.0%			
Original Ramp Footprint Adjustment	1	T&M	$ 1,931.11	$ -	$ 1,931.11	$ 1,931.11		100.0%			
										$ -	$ -
SUBTOTAL 3			$ 575,336.80	$ 87,928.34	$ 222,603.01	$ 310,531.35	$ -		$ 12,252.00	$ 124.80	$ 31,053.14
Grand Total			$ 3,375,461.80	$ 1,938,428.34	$ 297,898.73	$ 2,306,906.35			$ 847,502.00	$ 7,654.37	$ 230,690.64

Holdback	$ 3,150.00
Subtotal	$ 294,748.73
HST	$ 38,317.33
Total Check	$ 333,066.06
	Not Paid

Contract

(X) Completed

Changes. 114,375
575,337
689,712

114,375
310,531
$ 1,024,906 Invoiced

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule K

HCM Progress Billing dated November 20, 2023

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

PROGRESS BILLING

Customer Name: Buttcon Limited

Your Project Name: Stanley District
Sub-Contract # LOI # 1469
HC Matcon Project Name Stanley District
Our Project No. J20-051

Date: November 20th, 2023

Period Ending June 1st, 2023
November 30th, 2023

Terms: Net 30 Days

Item	Description	Value	Prev. Comp.	Previously Completed	Curr. Comp.	Total Complete	Current Billing
1.0	Shoring Installation	$ 2,393,630.00	99%	$ 2,365,612.85	99%	$ 2,365,612.85	$ -
2.0	Caisson Installation	$ 1,383,320.00	96%	$ 1,324,089.68	96%	$ 1,324,089.68	$ -
3.0	Bonding	$ 37,770.00	100%	$ 37,770.00	100%	$ 37,770.00	$ -
4.0		$ -	0%	$ -	0%	$ -	$ -
5.0		$ -	0%	$ -	0%	$ -	$ -
6.0		$ -	0%	$ -	0%	$ -	$ -
7.0		$ -	0%	$ -	0%	$ -	$ -
	Original Contract Value SUBTOTALS	$3,814,720.00		$3,727,472.53		$3,727,472.53	$0.00

Contract

Completed

EXTRA WORK ITEMS: NO.	Description	Pending Value	Approved Value	Prev. % Comp.	Prev. Progressed Amount	Curr. % Comp.	Total Complete	Current Billing
	Caisson Winter Heat	$ 49,700.00	$ 49,700.00	94%	$ 46,718.00	94%	$ 46,718.00	$ -
	Cutting Down of Piles	$ 36,750.00	$ 36,750.00	0%	$ -	0%	$ -	$ -
HC-01	T&M July 5th - Rock Elevation Change on W20 T&M July 6th - Water Inflow on S18 (REVISED July 26th)	$ 7,577.00	$ 7,577.00	100%	$ 7,577.00	100%	$ 7,577.00	$ -
HC-02	Caisson Changes from Tender to Oct 3rd, 2022	$ 181,192.00	$ 181,192.00	100%	$ 181,192.00	100%	$ 181,192.00	$ -
HC-03	Caisson Tremie (168 Holes)	$ 596,400.00	$ 596,400.00	88%	$ 524,832.00	88%	$ 524,832.00	$ -
HC-04	Shoring Changes from Tender to Oct 3rd, 2022	$ 183,006.00	$ 183,006.00	98%	$ 179,345.88	98%	$ 179,345.88	$ -
HC-05	Shoring Tremie (26 Holes)	$ 92,300.00	$ 92,300.00	100%	$ 92,300.00	100%	$ 92,300.00	$ -
HC-10	Credit to Buttcon for Concrete Use	$ (24,016.00)	$ (24,016.00)	100%	$ (24,016.00)	100%	$ (24,016.00)	$ -
HC-11	SI-005 Caisson Changes	$ 13,938.40	$ 13,938.40	100%	$ 13,938.40	100%	$ 13,938.40	$ -
HC-12	Credit to Buttcon for Gabbion Stone	$ (1,760.00)	$ (1,760.00)	100%	$ (1,760.00)	100%	$ (1,760.00)	$ -
HC-13	Credit to Buttcon for Concrete Use	$ (13,509.00)	$ (13,509.00)	100%	$ (13,509.00)	100%	$ (13,509.00)	$ -
HC-13	Credit to Buttcon for Hydro-Vac	$ (5,691.60)	$ (5,691.60)	100%	$ (5,691.60)	100%	$ (5,691.60)	$ -
HC-14	Add for Shoring at S1A and N40-N43 (Phase 2 moved to Phase 1)	$ 145,500.00	$ 145,500.00	98%	$ 142,590.00	98%	$ 142,590.00	$ -
HC-15	Line of Credit Payment	$ 6,000.00	$ 6,000.00	100%	$ 6,000.00	100%	$ 6,000.00	$ -
HC-16	Additional Tremie Costs for no guarantee on Phase 2 of project moving forward - (Caissons)	$ 90,720.00	$ 90,720.00	88%	$ 79,833.60	88%	$ 79,833.60	$ -
HC-16b	Additional Tremie Costs for no guarantee on Phase 2 of project moving forward - (Shoring)	$ 40,830.40	$ 40,830.40	100%	$ 40,830.40	100%	$ 40,830.40	$ -
HC-17	Corner Strut per Site Instruction 4 from RWH.	$ 29,010.96	$ 29,010.96	100%	$ 29,010.96	100%	$ 29,010.96	$ -
HC-18	RWH Monitoring Site Visits Since Project Shutdown (February 20, 2023)	$ 12,600.00	$ 12,600.00	76%	$ 9,600.00	100%	$ 12,600.00	$ 3,000.00
HC-19	Backfill Behind Shoring for Owner	$ 5,796.00	$ 5,796.00	0%	$ -	100%	$ 5,796.00	$ 5,796.00
	HC-02 to HC-05 Revised, HC-06-HC09 Removed SUBTOTALS	$ 1,446,344.16		$ 1,308,791.64		$ 1,317,587.64	$ 8,796.00
	TOTALS			$ 5,036,264.17		$ 5,045,060.17	$ 8,796.00

Changes

Change Requests completed

Pending Extra Work	$ -	
Approved Extra Work	$ 1,446,344.16	
Revised Contract Value	$ 5,261,064.16	
Total Current Progress		$ 5,045,060.17
Total Previous Progress		$ 5,036,264.17
Total This Billing		$ 8,796.00
Less Holdback	10.00%	$ 879.60
TOTAL DUE THIS INVOICE		$ 7,916.40
HST	13%	$ 1,029.13
GRAND TOTAL		$ 8,945.53

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule L

Buttcon Limited Transmittal

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Submittal #31 41 10-7.0 31 41 10 - Shoring For Excavation

Buttcon Limited
8000 Jane Street, Tower B, Suite 401
Concord, Ontario L4K 5B8
Phone: (905) 907-4242
Fax: (905) 907-8096

Project: 1462C - Stanley District - Underground & Bldg. C
5528 Ferry St
Niagara Falls, Ontario L2G 3Y2

Updated Top Of Elevation Caisson Schedule

SPEC SECTION:	31 41 10 - Shoring For Excavation	**SUBMITTAL MANAGER:**	Caroline Zhang **(BUTTCON LIMITED)**
STATUS:	Open	**DATE CREATED:**	24/11/2022
ISSUE DATE:	24/11/2022	**REVISION:**	0
RESPONSIBLE CONTRACTOR:	HC MATCON INC.	**RECEIVED FROM:**	Jeff Norman
ACTUAL DATE REVIEW COMPLETED:		**ACTUAL DATE RETURNED:**	
LOCATION:	Building C	**COST CODE:**	
SUB JOB:		**TYPE:**	Schedule
APPROVERS:	Colm Brennan **(THORNTON TOMASETTI)**, Michael D'Aversa **(BUTTCON LIMITED)**, David Svoboda **(ACK Architects Inc.)**		

BALL IN COURT:
Caroline Zhang **(BUTTCON LIMITED)**

DISTRIBUTION:
David Svoboda **(ACK Architects Inc.)** , Gabriel Paiva **(BUTTCON LIMITED)** , Alberto Mazzei **(BUTTCON LIMITED)** , Connor Hill **(ACK Architects Inc.)**

DESCRIPTION:
Good Morning All

Please find attached for your review and approval, an update copy of HC Matcon's Top Of Caisson Elevation Scheduled for the project.

ATTACHMENTS:
31-41-10-007 - Updated Top Of Elevation Caisson Schedule.pdf

SUBMITTAL WORKFLOW

NAME	SUBMITTER/ APPROVER	SENT DATE	DUE DATE	RETURNED DATE	RESPONSE	ATTACHMENTS	COMMENTS
Colm Brennan	Approver	24/11/2022	8/12/2022	29/12/2022	Approved as Noted	31-41-10-007 - Updated Top Of Elevation Caisson Schedule.pdf	Comments: 1. There was some kind of disconnect here after the change in slab elevations, all pile elevations changed but highlighted in green in markup are too low but acceptable as rebar detailer has extended columns to match. 2. All elevations changed but highlighted in red must be modified - typically they are higher than the SOG at these locations.
Michael D'Aversa	Approver	24/11/2022	8/12/2022	28/11/2022	Supers Reviewed		Can we bubble changes moving forward typical

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Submittal #31 41 10-7.0 31 41 10 - Shoring For Excavation

NAME	SUBMITTER/ APPROVER	SENT DATE	DUE DATE	RETURNED DATE	RESPONSE	ATTACHMENTS	COMMENTS
							Thank You
David Svoboda	Approver	29/12/2022	8/12/2022	3/1/2023	Approved as Noted	31-41-10-007 - Updated Top Of Elevation Caisson Schedule.pdf	Refer to notes in attached file.

BY DATE COPIES TO

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

TRANSMITTAL

BUTTCON LIMITED

8000 Jane Street, Tower B
Suite 401
Concord, Ontario L4K 5B8
Tel: (905) 907-4242
Fax: (905) 907-8096

Date: November 25th 2022

Project Number: 1462c

Project Name: Stanley District

To: David Svoboda

Copies To: Michael D'Aversa

Attention: David Svoboda
290 Glendale Ave, St. Catharine's, ON L2T 2L3

The following ☐ Drawings ☐ Shop Drawings ☐ Product Data ☐ Samples ☐ Report ☐ Manuals

Submitted by BUTTCON LIMITED are being ☒ Forwarded ☐ Returned

Herewith, for ☒ Approval ☐ Checking ☐ Correction ☐ Construction ☐ Records

Note:

1. Notify this office immediately of any discrepancies. Per Alberto Mazzei

No. of Copies	Description	Remarks/Drawing No./Submittal No.
One (1) COPY	***Updated Top Of Elevation Caisson Schedule***	***31-41-10-007***

STRUCTURAL SUBMITTAL REVIEW

☐ APPROVED
☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT
☐ NOT APPROVED

THORNTON TOMASETTI'S APPROVAL IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. ANY ACTION SHOWN IS SUBJECT TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR: DIMENSIONS AND QUANTITIES WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE; FABRICATION PROCESSES AND TECHNIQUES OF THE CONSTRUCTION; COORDINATION OF THEIR WORK WITH THAT OF ALL OTHER TRADES AND THE SATISFACTORY PERFORMANCE OF THEIR WORK.

THIS REVIEW DOES NOT BROADEN OUR SCOPE OF SERVICES OR ELEVATE THE APPLICABLE STANDARD OF CARE.

Thornton Tomasetti

BY: TT/CMB DATE: 29 DEC 2022

ACK Architects Inc.

Reviewed [ ]

Reviewed As Noted [x]

Revise and Resubmit [ ]

Not Reviewed [ ]

Date: **01/03/2023**
Reviewed By: **David Svoboda**
COMMENTS IN BLUE

This review is for the sole purpose of ascertaining conformance with the general design. This review does not relieve the Contractor of the responsibility for errors or omissions in the shop drawings or of the responsibility to meet all requirements of the contract documents. The Contractor shall confirm all dimensions and coordinate all construction and the work of all subtrades.

BUTTCON LIMITED
SHOP DRAWING RECORD

PROJECT NO.	1462c
SUBMITTAL	31-41-10-007-0
CHECKED BY	A. Mazzei
DATE	11/24/2022

THIS REVIEW DOES NOT REMOVE THE SUBCONTRACTOR'S RESPONSBILITY FOR COMPLIANCE WITH PLANS AND SPECIFICATIONS

REVIEWED	✔
REVIEWED AS MODIFIED	
REVISE AND RESUBMIT	
FOR RECORD	

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HCM

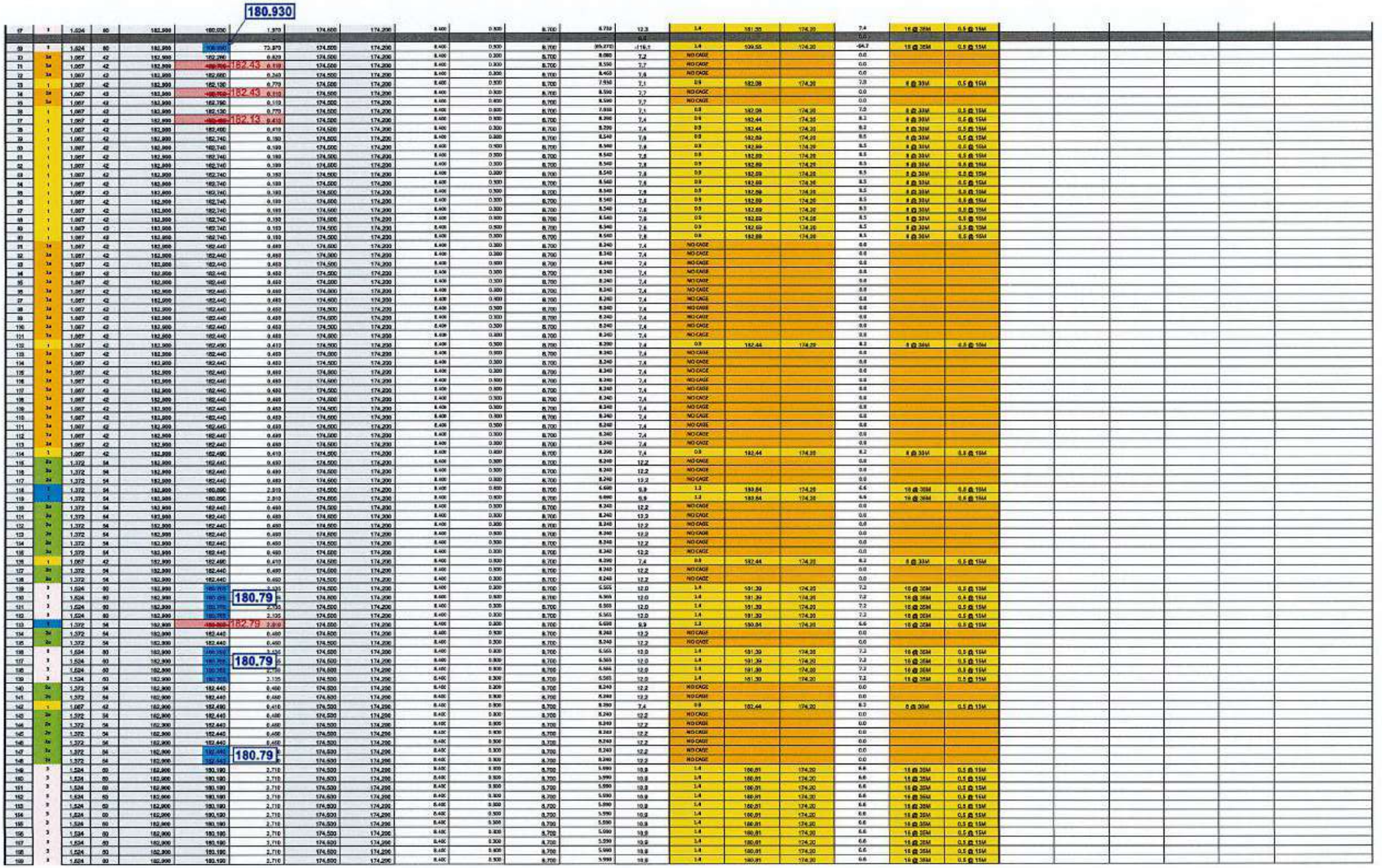
November 22nd, 2022

CAISSON SCHEDULE

HC Matcon Inc.
Project No.: 20-051
Project Name: Stanley District
Location: Niagara Falls

CAISSON NO.	TYPE	SIZE (M)	SIZE (IN)	WORKING ELEVATION (M)	TOP OF CAISSON (M)	CUT-OFF (M)	TOP OF ROCK (M)	BOTTOM OF CAISSON (M)	OVERBURDEN DRILLING LENGTH (M)	ROCK SOCKET (M)	TOTAL DRILL LENGTH (M)	CAISSON LENGTH (M)	CONCRETE VOLUME (M3)	REBAR CAGE: CAGE DIA. (M)	REBAR CAGE: TOP OF REBAR (M)	REBAR CAGE: BOTTOM OF CAGE (M)	REBAR CAGE: CAGE LENGTH (M)	REBAR CAGE: STIRUP REIN	REBAR CAGE: TIES	AS BUILT INFORMATION: WORKING ELEVATION (M)	AS BUILT INFORMATION: TOP OF CAISSON (M)	AS BUILT INFORMATION: TOP OF ROCK (M)	AS BUILT INFORMATION: BOTTOM OF CAISSON (M)	AS BUILT INFORMATION: CONCRETE VOLUME (M3)	AS BUILT INFORMATION: DATE INSTALLED
1	3	1.524	60	182.900	180.630	1.979	174.600	174.200	5.430	0.300	6.730	6.730	12.3	1.4	181.55	174.20	7.4	15 @ 35M	0.3 @ 15M						
2	3	1.524	60	182.900	180.630	1.979	174.600	174.200	5.430	0.300	6.730	6.730	12.3	1.4	181.55	174.20	7.4	15 @ 35M	0.3 @ 15M						
5	3	1.524	60	182.900	180.630	1.979	174.600	174.200	5.430	0.300	6.730	6.730	12.3	1.4	181.55	174.20	7.4	15 @ 35M	0.3 @ 15M						
6	3	1.524	60	182.900	180.630	1.979	174.600	174.200	5.430	0.300	6.730	6.730	12.3	1.4	181.55	174.20	7.4	15 @ 35M	0.3 @ 15M						
7	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
8	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
9	1	1.067	42	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	7.1	0.9	182.08	174.20	7.9	6 @ 30M	0.3 @ 15M						
10	1	1.067	42	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	7.1	0.9	182.08	174.20	7.9	6 @ 30M	0.3 @ 15M						
11	1	1.067	42	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	7.1	0.9	182.08	174.20	7.9	6 @ 30M	0.3 @ 15M						
13	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
14	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
15	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
16	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
17	1a	1.067	42	182.900	182.450	0.450	174.600	174.200	5.430	0.300	6.730	8.250	7.4	NO CAGE											
18	1	1.067	42	182.900	182.790	0.110	174.600	174.200	5.430	0.300	6.730	8.540	7.6	0.9	182.69	174.20	8.5	6 @ 30M	0.3 @ 15M						
19	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
20	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
21	3	1.524	60	182.900	179.580	3.320	174.600	174.200	5.430	0.300	6.730	9.380	16.5	1.4	180.20	174.20	6.0	15 @ 35M	0.3 @ 15M						
23	3	1.524	60	182.900	179.580	3.320	174.600	174.200	5.430	0.300	6.730	9.380	16.5	1.4	180.20	174.20	6.0	15 @ 35M	0.3 @ 15M						
27	3	1.524	60	182.900	179.580	3.320	174.600	174.200	5.430	0.300	6.730	9.380	16.5	1.4	180.20	174.20	6.0	15 @ 35M	0.3 @ 15M						
29	3	1.524	60	182.900	179.580	3.320	174.600	174.200	5.430	0.300	6.730	9.380	16.5	1.4	180.20	174.20	6.0	15 @ 35M	0.3 @ 15M						
30	2a	1.067	42	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	7.2	NO CAGE											
31	2a	1.067	42	182.900	182.450	0.450	174.600	174.200	5.430	0.300	6.730	8.250	7.4	NO CAGE											
32	1	1.067	42	182.900	182.790	0.110	174.600	174.200	5.430	0.300	6.730	8.540	7.6	0.9	182.69	174.20	8.5	6 @ 30M	0.3 @ 15M						
33	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
34	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
35	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
36	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
37	2a	1.067	42	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	7.2	NO CAGE											
38	1a	1.067	42	182.900	182.450	0.450	174.600	174.200	5.430	0.300	6.730	8.550	7.7	NO CAGE											
39	1a	1.067	42	182.900	182.660	0.240	174.600	174.200	5.430	0.300	6.730	8.460	7.6	NO CAGE											
40	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
41	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
42	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
43	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
44	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	7.2	NO CAGE											
45	1a	1.067	42	182.900	182.450	0.450	174.600	174.200	5.430	0.300	6.730	8.550	7.7	NO CAGE											
46	1a	1.067	42	182.900	182.790	0.110	174.600	174.200	5.430	0.300	6.730	8.550	7.7	NO CAGE											
47	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
48	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
49	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
50	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
51	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	7.2	NO CAGE											
52	1a	1.067	42	182.900	182.790	0.110	174.600	174.200	5.430	0.300	6.730	8.550	7.7	NO CAGE											
53	1a	1.067	42	182.900	182.660	0.240	174.600	174.200	5.430	0.300	6.730	8.460	7.6	NO CAGE											
54	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
55	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
56	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
57	2a	1.372	54	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	11.9	NO CAGE											
58	1a	1.067	42	182.900	182.280	0.620	174.600	174.200	5.430	0.400	6.730	8.080	7.2	NO CAGE											
59	1a	1.067	42	182.900	182.790	0.110	174.600	174.200	5.430	0.300	6.730	8.550	7.7	NO CAGE											
60	1a	1.067	42	182.900	182.790	0.110	174.600	174.200	5.430	0.300	6.730	8.550	7.7	NO CAGE											
61	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
62	2	1.372	54	182.900	182.130	0.770	174.600	174.200	5.430	0.300	6.730	7.930	11.7	1.2	182.08	174.20	7.9	15 @ 35M	0.3 @ 15M						
64	3	1.524	60	182.900	180.630	1.979	174.600	174.200	5.430	0.300	6.730	6.730	12.3	1.4	181.55	174.20	7.4	15 @ 35M	0.3 @ 15M						
66	3	1.524	60	182.900	180.630	1.979	174.600	174.200	5.430	0.300	6.730	6.730	12.3	1.4	181.55	174.20	7.4	15 @ 35M	0.3 @ 15M						

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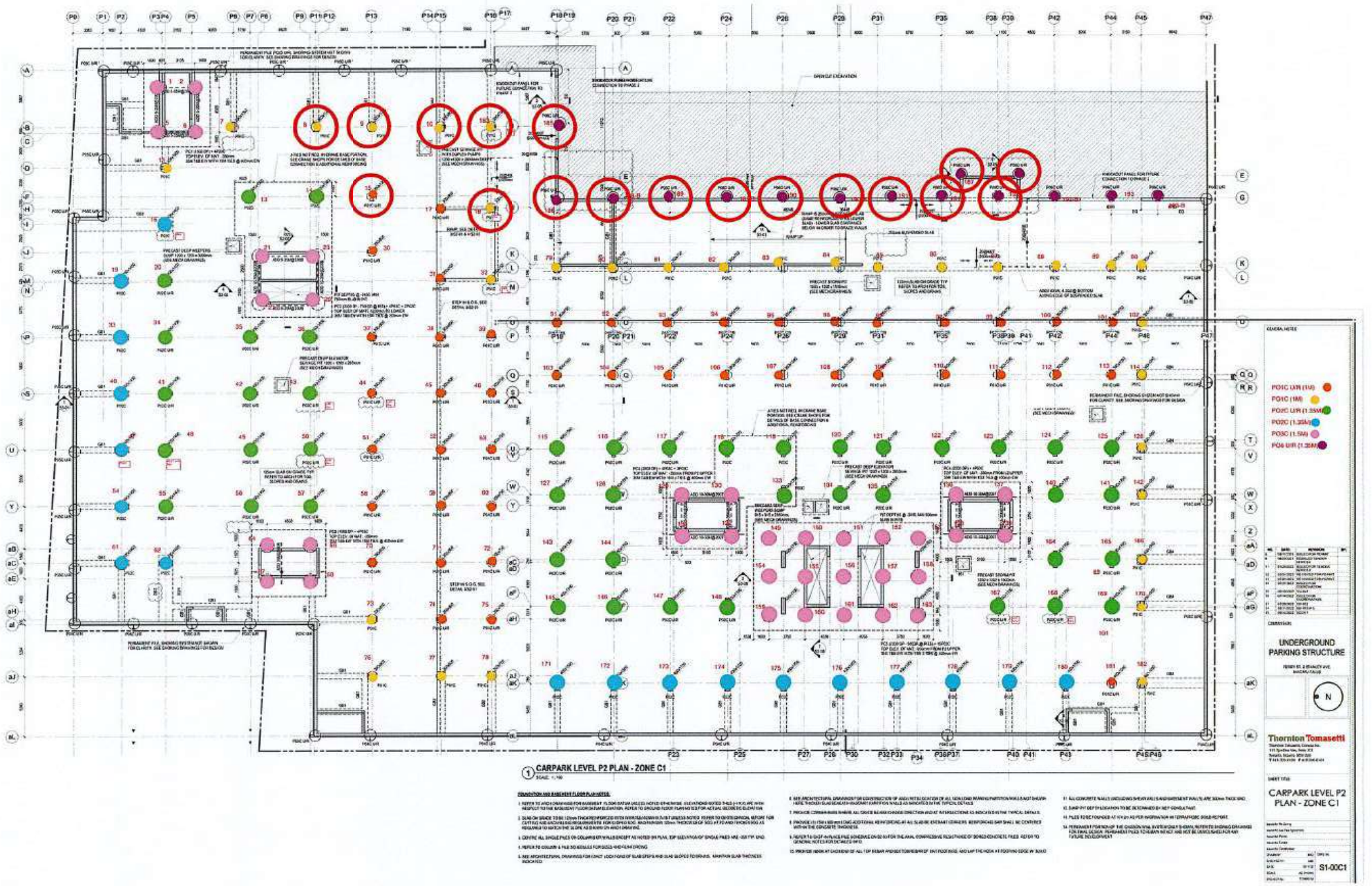


Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



DEPENDS ON FINAL BUILDING B DESIGN BUT FOR NOW OK - NO MAJOR ISSUE TO CUT DOWN IF REQUIRED AS THEY ARE UNREINFORCED

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A



1 CARPARK LEVEL P2 PLAN - ZONE C1

UNDERGROUND PARKING STRUCTURE

Thornton Tomasetti

CARPARK LEVEL P2 PLAN - ZONE C1

S1-00C1

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule M

Sketch showing elevation information at 5528 Ferry Street

SKETCH SHOWING ELEVATION INFORMATION AT 5528 FERRY STREET REGIONAL MUNICIPALITY OF NIAGARA NIAGARA FALLS

SCALE 1:150

3m 0 3 6 9 12 15m

COPYRIGHT 2022

ROUSE SURVEYORS INC.

METRIC MEASURES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

CAUTION THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

SKETCH THE SUBJECT BLAN CONTAINED IS PREPARED BY THE SURVEYOR'S REAL-TIME KINEMATIC GNSS ELECTRONIC SYSTEM.

NOTES 1. ELEVATIONS SHOWN ON THIS PLAN ARE TAKEN FROM AS-BUILT GRADING PLAN DATED 2022-05-30 PREPARED BY CHARLES GRAHAM LTD. ALL ELEVATIONS ARE TO BE CONSTRUCTED TO. 2. CONTOUR INTERVAL IS 0.25m.

BENCH MARK NOTE

ELEVATIONS SHOWN ON THE PLAN ARE RELATED TO: CHAMBON ON CENTRE, VESTED IN JOHN DOE AND JANE DOE, AS TENANTS AND ARE DERIVED FROM GEODETIC BENCH MARK No 001 UTILIZED FOR THE PURPOSES OF A DIGITAL PLAN OF THE SITE BEFORE.

LEGEND

CHAIN LINK FENCE
PROPERTY LINE
WATERLINE
ELEVATION SPOT

FERRY STREET

ALLENDALE AVE

PROPERTY LINE

CHAIN LINK FENCE

THE FIELD WORK WAS COMPLETED ON FEBRUARY 16, 2022.

ROUSE SURVEYORS INC.
EST. 2004 • TORONTO •
3660 Mainway, Suite 102 Mississauga, ON L4W 0A5
905-696-3531/647-426-7940 INFO@ROUSESURVEYORS.COM

DRAWN BY: SJ/RR	CHECKED BY: MS	REFERENCE NO. 21-470-343-A2
FILE: S:\JOBS\2021\470\343\02\DWG\21470343A2.DWG		DATED: MARCH 09, 2022

Docusign Envelope ID: F2D9D04A-5645-4692-A858-9F19E517959A

Schedule N

Shoring drawings by RWH Engineering Inc.

Document Envelope ID: F20B0D84-5995-4956-9B5A-9BE5178593A

NOTES

A. Design Parameters:

Soils=
γ = 21 kN/m³
Ka = 0.31 For Soil
0.5 Next to Adjacent Buildings
Kp = 3.22
q = 12 kPa

1. Shoring design is based on drained conditions (i.e. No hydrostatic forces).
2. Shoring designs are intended to be temporary and have a limited design life. Design assumes the permanent structure be constructed within 12 months upon completion of excavation.
3. Any proposed supernormal loads such as crane outriggers or excavators applied to the top of the shoring, other than indicated on these drawings, must be provided for review and acceptance by RWH prior to placement.
4. Design is based on the assumption that the existing structure foundation configurations, elevations and loads (if specified) as indicated on the shoring drawings are correct. Should any of these assumptions change a redesign of the shoring may be required.
5. Anchor design adhesion = 75 kN/m for post grouted soil anchors. To be verified by testing. Testing program to be prepared by RWH.
6. Design is in accordance with the structural requirements of the Ontario Building Code and the Canadian Highway Bridge Design Code.
7. All work is to be carried out in accordance with the Occupational Health and Safety Act.

B. Materials.

8. Structural steel design, connections, fabrication and erection is to conform to requirements of CSA S16.1, S16, the Canadian Institute of Steel Construction (CISC) "Code of Standard Practice for Buildings".
9. Structural steel to be new or sound material and conform to CSA CAN3-G40.21, Grade 350W for wide flanges, channel and hollow structural sections and Grade 300W minimum for plates, angles and all other shapes.
10. Alternative sections or grades of equivalent strength may be substituted subject to approval by RWH.
11. Welding to conform to CSA W59 and be performed by certified welders.
12. Concrete strengths to be as follows unless noted.

Piles and Lagging-Temporary Shoring.
Pile Toes ..... 15.0 MPa
Fill Above Pile Toes ..... 0.4 MPa

Piles and Lagging-Permanent Shoring (12008).
Pile Toes ..... 25.0 MPa
Fill Above Pile Toes ..... 0.4 MPa

Caisson Walls.
Pile Toes ..... 40 MPa
Fill Above Pile Toes ..... 40 MPa
Pilers ..... 40 MPa

Anchorages ..... 30.0 MPa.

Note: Both anchorage grout and shotcrete are to reach 50% of the final strength at three days.

13. Concrete materials, mixing, handling, design, formwork, rebar, placement, cutting and finishing to comply with CSA CAN3-A23.1, 2 & 3, unless modified in writing by RWH.
14. Anchors shall be fabricated from the following materials: ASTM A722 850/1035MPa (designated by diameter in mm i.e. 35mm Threadbar) or ASTM A615 517/620MPa (designated by # i.e. #11 Threadbar) or ASTM A615 500MPa (designated by 60) or ASTM A416 Fu=1860 MPa, As=140mm² per strand (designated as Strand). Exact sizes as shown in sections or when not shown to be chosen later for loads shown in the schedule.
15. Welded wire mesh to be 102 x 102 MW 11 x MW 11 (4 x 4 4/4) U/N to CSA G30.18, 400 Grade, continuous across the face of the shotcrete. Rebar to be 400 Grade to CSA G30.18.
16. Shotcrete materials and installation to conform to ACI 506.2-95 "Specifications for Materials, Proportioning and Application of Shotcrete" and ACI 506 "Cold Weather Concreting" unless noted. Shotcrete strengths to be 30MPa at 28 days, 14MPa at 3 days and 7MPa at 1 day. Shotcrete thickness to be as shown on the drawings. Apply shotcrete to achieve a solid, voidless mass with a smooth surface.
17. Lagging to be 75mm timber lagging unless noted otherwise.

C. Piles and Lagging and Caisson Wall Construction Procedures.

18. Drill holes to sizes and depths indicated employing liners, mud drilling and/or other methods as required to avoid the ingress of soil or groundwater. Install piles plumb and to line. Fill holes with concrete strength as specified above.
19. Pile to be installed within 75mm tolerance from plan location and pile to be plumb within 0.5% of the excavated height in all directions.
20. Excavate in stages to suit shoring work.
21. Excavate installing lagging in maximum 1500mm lifts or as specified by RWH. Should caving or ravelling occur, reduce lift height. Leave a 1.1 berm above the excavation elevation. Leave no excavation open overnight. In the case of caisson wall trim face as required.
22. Where timber lagging is used, fill all voids behind lagging with excavated or imported granular material rammed in place or use lean mix.
23. Do not excavate more than 600mm maximum below support level. Install tiebacks, walers, rakers, raker pads and/or struts as specified on the drawings. Rakers to be installed prior to raker and strut installation.
24. Tieback drilling method to be selected to prevent ground loss.
25. When grouting tiebacks, if grout takes are observed to be higher than the theoretical volume RWH to be notified prior to continuing with installation.
26. In advance allow for anchor performance load test to 200% of the design load. Perform one load test along each shoring wall or as directed by RWH. Allow for additional strand/bar capacity as required to facilitate testing. Production tieback lengths may require modification based on testing results. RWH to be present during performance testing.
27. Proof test all anchors to 133% of the design load shown in section or schedule not less than 72 hours after installation. Anchor must hold load for 10 minutes with less than 2mm creep. Lock off anchor at 125% of the design load. RWH to be present during anchor stressing.
28. Maintain tieback strands/bars in good order to allow for re-stressing if necessary.
29. Pre-load all rakers installed adjacent to an existing building or as specified. Rakers to be pre-loaded to 50% of the design load not less than 72 hours after installation under typical conditions.
30. Tiebacks, braces and/or rakers are to be installed without delay to minimize shoring movements.
31. Do not continue excavation until support installation is complete and/or design load locked off in the case of tiebacks or preloaded (if required) in the case of rakers and braces.
32. Continue to final excavation level following the same procedure as outlined above.
33. Construct the basement structures and ground floor slab. Properly backfill the completed structures to grade.
34. Removal of any shoring elements to be reviewed and approved by RWH prior to proceeding with work.
35. In the case of piles and lagging, in wet ground provide spacers to create 10mm gaps between individual lagging boards, place filter material behind lagging to allow passage of water without loss of soil fines.
36. In the case of caisson wall, in wet ground install weep holes. Weep holes are intended to provide drainage for relief of hydrostatic pressure behind the caisson wall. Minimum 50mm dia. holes at 3000mm c/c each way or as directed by RWH.

D. General Contractor.

37. Complete a pre-construction condition survey of all adjacent structures within the influence of the excavation.
38. Verify the existing foundation configurations and elevations of all adjacent structures during the demolition phase of the work. Report any discrepancies to RWH prior to the start of the shoring installation.
39. Secure appropriate encroachment agreements and permits where shoring components extend beyond the project property limits.
40. Elevation of site grades and underside of footings to be coordinated with structural and architectural drawings by the General Contractor prior to the beginning of shoring installation.
41. Locate and identify all existing underground and/or overhead services and structures within the influence of the shoring. General Contractor to confirm location of services as shown on the drawings in both plan and elevation. All services to be checked against service drawings and site locates provided by One Call Locates. Inverts of services must be checked on site at manholes and other available locations.
42. Confirm in writing that no discrepancies exist from the information presented on the drawings. Report any discrepancies and/or additional services discovered and advise of any potential interferences with shoring components to RWH prior to the beginning of shoring works. General Contractor to protect, relocate or replace services as required.
43. Excavate in advance to remove any underground obstructions that will interfere with shoring installation, backfill and compact voids.
44. Reduce grade to top of shoring. Provide and maintain a level working surface adequate for shoring equipment and build up working platforms as required.
45. Provide layout information such that shoring elements can be located and constructed in all three dimensions. Layout shoring including all pile locations and check all dimensions. General location of shoring and building layout to be done from architectural drawings. Do not use shoring drawings alone to lay out piles. Report any discrepancies or inconsistencies to RWH prior to proceeding with shoring installation.
46. Excavation must be kept dry at all times, where necessary dewater in advance to lower the water table to a minimum of 1m below the lowest excavation level to eliminate negative impact on shoring operations. Shoring is not designed to accommodate a water table above the bottom of excavation or to retain water unless specified otherwise.
47. Protect shoring and/or soil face from erosion as required. Redirect water away from the top of the shoring as required to prevent material washout behind the shoring wall.
48. Protect shoring and/or soil face from the effects of freezing as required. Minimum R2 frost blankets must be available on site should use be necessary. Heating may be required to combat frost effects.

E. Excavation:

49. General Contractor to flag installed shoring system below grade prior to excavation. Excavator to dig in lifts and follow procedures as outlined in the shoring construction procedures and the configurations of typical excavation benning details when shown on the drawings. Do not over-excavate beyond the design or Shoring Contractors requirements.
50. General Contractor to supervise Excavators trim line at shoring face. Do not excavate within 300mm of shoring face unless Shoring Contractor is present.
51. Excavator to exercise care when digging near stressed anchors and rakers.
52. Excavator to report any wall breaches or shoring damage immediately. Backfill and berm material at any such locations and report to the Shoring Contractor, General Contractor and RWH. Do not continue with further excavation in the area.

F. Monitoring (By RWH).

53. Provide complete vertical and horizontal movement precision monitoring of the shoring. Monitoring shall include but is not limited to the following:
   a. Unless otherwise noted provide targets at the top of every second pile (minimum) or on the top row of every second panel in the case of shotcrete shoring. Installation of inclinometers at the discretion of RWH.
      On shoring wall install one inclinometer in the middle of the wall or as indicated on the shoring drawings. Inclinometer depth to be to the base of the pile toe.
   b. Take target readings with an accuracy of ± 2mm for vertical and horizontal movement. Readings to be taken weekly during active excavation activities or as otherwise specified by RWH. At the discretion of RWH, and if felt necessary for the safety of the project, readings be taken more frequently during active excavation activities or at critical stages of the excavation. Monitoring frequency throughout construction to be stepped down as directed by RWH.
   c. Express the readings clearly in spreadsheet and graphical form and in mm only. Positive movements are into the excavation and down. For each weekly reading the spreadsheet should show the location change of each target from the last reading and from the first reading. The spreadsheet should also show the reading history.
   d. Provide preconstruction survey of all adjacent structures that are in the influence of the excavation and/or may be affected by shoring operations (by others). Provide target monitoring of all buildings to detect damage or settlement for the duration of shoring operations. Readings to be taken weekly during active excavation activities or as otherwise specified by RWH. Monitoring frequency throughout construction to be stepped down at the discretion of RWH.
   e. If targets are found to be obstructed or damaged at a reading, reestablish before next reading and report to RWH.

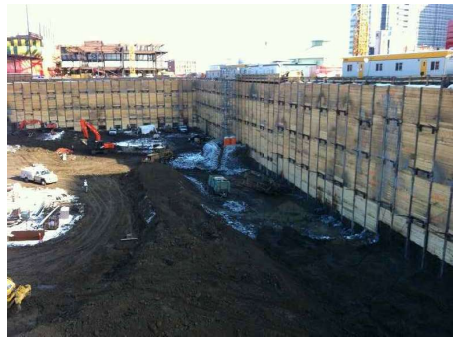
G. References.

54. Geotechnical Report:
    As produced by Terraprobe dated October 10, 2019 File Number: T-19-0065-01-R2.
55. Structural:
    Drawings S1-000A1, S1-00A2, S1-00B1, S1-00B2, S1-02A1 to S1-02C1, S1-00C1, S2-03 to S2-05, and S3-04 to S3-07 dated 08/24/2020 by Thorton Tomasetti.
56. Architectural:
    Drawings SP1, U2.1 to U2.2 and U3.1 to U3.4 dated July 10 2020 by AGK Architects.
57. Civil:
    Drawings C1 and C2 dated Jan. 24 2020 by Hallex Engineering Ltd.
    Structural, Architectural and Geotechnical Consultants to check that documents noted above have not significantly changed.

PILE SCHEDULE

Pile No.	Pile Size	Top of Pile Elev.	Bottom of Pile Elev.	Length (mm)	Hole Diameter (mm)
NORTH WALL					
B1	W410x85	189.73	175.01	14720	1200
N1-N5	W610x82	189.67	173.83	15840	860
B6	W410x85	189.67	175.06	14610	1200
N7-N9	W610x82	189.67	173.83	15840	860
N10	W410x85	189.67	175.11	14560	1200
N11-N13	W610x82	189.67	173.83	15840	860
N14	W410x85	189.67	175.15	14520	1200
N15	W610x82	189.67	173.83	15840	860
N16	W410x85	189.67	175.18	14490	1200
N17-21	W610x82	189.67	173.83	15840	860
N22	W410x85	189.40	175.24	14160	1200
N23-N25	W610x92	189.57	173.83	15740	860
N26	W410x114	189.57	175.98	14590	1200
N27-N30	W610x92	189.73	173.83	15900	860
N31	W410x114	189.95	174.73	15220	1200
N32-N35	W610x82	189.95	173.83	15980	860
N36	2-W410x60	189.95	174.47	15480	1200
N37-N39	W610x82	189.95	173.19	16760	860
N40	W410x85	189.95	174.55	15360	1200
N41-N44	W610x82	189.95	173.19	16760	860
N45	W410x85	189.95	174.86	15090	1200
EAST WALL					
E1-E3	W610x82	189.91	173.19	16720	860
E4	W410x100	190.35	175.00	15360	1200
E5-E7	W610x82	190.35	173.19	17170	860
E8	W410x100	190.35	175.05	15310	1200
E9-E11	W610x82	190.35	173.19	17170	860
E12	W410x100	190.63	175.14	15490	1200
E13-E15	W610x82	190.63	173.19	17440	860
E17	W410x114	191.00	175.25	15550	1200
E18-E20	W610x92	191.00	173.65	17310	860
E21	W410x114	191.00	175.35	15450	1200
E22	W610x92	191.25	173.65	17560	860
E23-E24	W610x92	191.54	173.65	17850	860
E25	W410x85	190.36	175.45	14910	1200
SOUTH WALL					
S1-S3	W610x82	191.52	173.19	17230	860
S4	W410x114	191.52	175.09	16430	1200
S5-S7	W610x82	191.52	173.19	17230	860
S8	W410x114	191.52	175.72	16800	1200
S9-S11	W610x82	191.62	173.19	17230	860
S12	W410x114	191.62	175.36	17260	1200
S13-S15	W610x82	191.62	173.19	17230	860
S16	W410x114	191.53	174.03	17500	1200
S17-S19	W610x82	191.53	173.19	17240	860
S20	W410x114	191.53	173.76	17770	1200
S21-S23	W610x82	191.53	173.19	17240	860
S24	W410x85	191.73	173.55	18230	1200
S25-S27	W610x92	192.18	173.19	17790	860
S28	W410x85	192.18	173.33	18850	1200
S29-S31	W610x92	192.18	173.19	18850	860
S32	W410x85	191.97	173.10	18870	1200

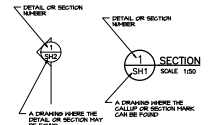
WEST WALL					
W1-W2	W610x82	191.79	179.19	12600	860
W3	W610x82	191.64	179.19	12450	860
W4	W610x85	191.64	173.32	18320	1200
W5	W610x82	191.64	179.19	12450	860
W6-W7	W610x92	191.44	179.19	12250	860
W8	W410x114	191.44	173.57	17870	1200
W9-W11	W610x92	191.44	179.19	12250	860
W12	W410x114	191.20	173.82	17380	1200
W13-W15	W610x92	191.20	178.69	12510	860
W16	W410x114	191.20	174.06	17140	1200
W17-W19	W610x82	190.76	179.19	11570	860
W20	W410x114	190.76	174.36	17770	1200
W21-W23	W610x82	190.76	179.19	11570	860
W24	W410x114	190.76	174.56	16200	1200
W25-W27	W610x82	190.42	178.83	17770	860
W28	W410x114	190.42	174.81	18850	1200
W29-W30	W610x82	190.42	178.83	11590	860
W31	W410x85	190.22	175.01	15210	1200
W32-W34	W610x82	190.20	178.83	17770	860
W35	2-W410x60	190.20	175.01	18850	1200
W36-W38	W610x82	190.20	178.83	11570	860
W39	W410x114	190.20	175.01	15190	1200
W40	W610x82	190.20	178.83	11570	860
W41-W44	W610x79	189.95	178.83	11120	860



TIEBACK SCHEDULE

Tieback No./File No.	Elevation	Angle (deg.)	Load (kN)	Tieback Diameter (mm)	Free Length (mm)	Bond Length (mm)	Approx. Total Anchor Length (mm)	Bar Type	Quantity
NORTH WALL									
NA4-NA19	186.90	25	405	150	3200	5530	8700	3 STRANDS	16
NA25-NA31	186.90	25	700	150	3200	9530	12700	5 STRANDS	7
NA33-NA35	187.25	20	425	150	3400	6000	9100	3 STRANDS	4
NA36-NA42	187.25	20	400	150	3200	5530	8700	3 STRANDS	7
EAST WALL									
EA3	187.25	20	400	150	3200	5530	8700	3 STRANDS	1
EA4-EA17	187.65	25	500	150	3400	7030	10400	4 STRANDS	14
EA18-EA21	188.00	25	525	150	3600	7030	10600	4 STRANDS	4
EA22	188.50	25	800	150	3900	11000	14900	6 STRANDS	1
SOUTH WALL									
SA3-SA23	188.50	20	800	150	3900	11000	14900	6 STRANDS	21
SA24-SA32	188.55	20	550	150	4200	7530	11700	4 STRANDS	7
SB24-SB30	185.95	20	500	150	2500	7030	9600	4 STRANDS	7
WEST WALL									
WA3-WA4	189.55	25	500	150	4100	7030	11100	4 STRANDS	3
WA5-WA16	188.30	20	775	150	3800	10500	14300	5 STRANDS	12
WA17-WA24	187.90	20	500	150	3600	7030	10600	4 STRANDS	8
WA25-WA39	187.55	20	500	150	3400	7030	10400	4 STRANDS	12
WA46-WA62	187.55	20	450	150	3300	6000	9100	3 STRANDS	3
WB2-WB4	185.95	20	500	150	2500	7030	9100	4 STRANDS	7
WB41-WB42	184.95	20	300	150	1900	4030	5900	3 STRANDS	2

CROSSREFERENCING CONVENTION



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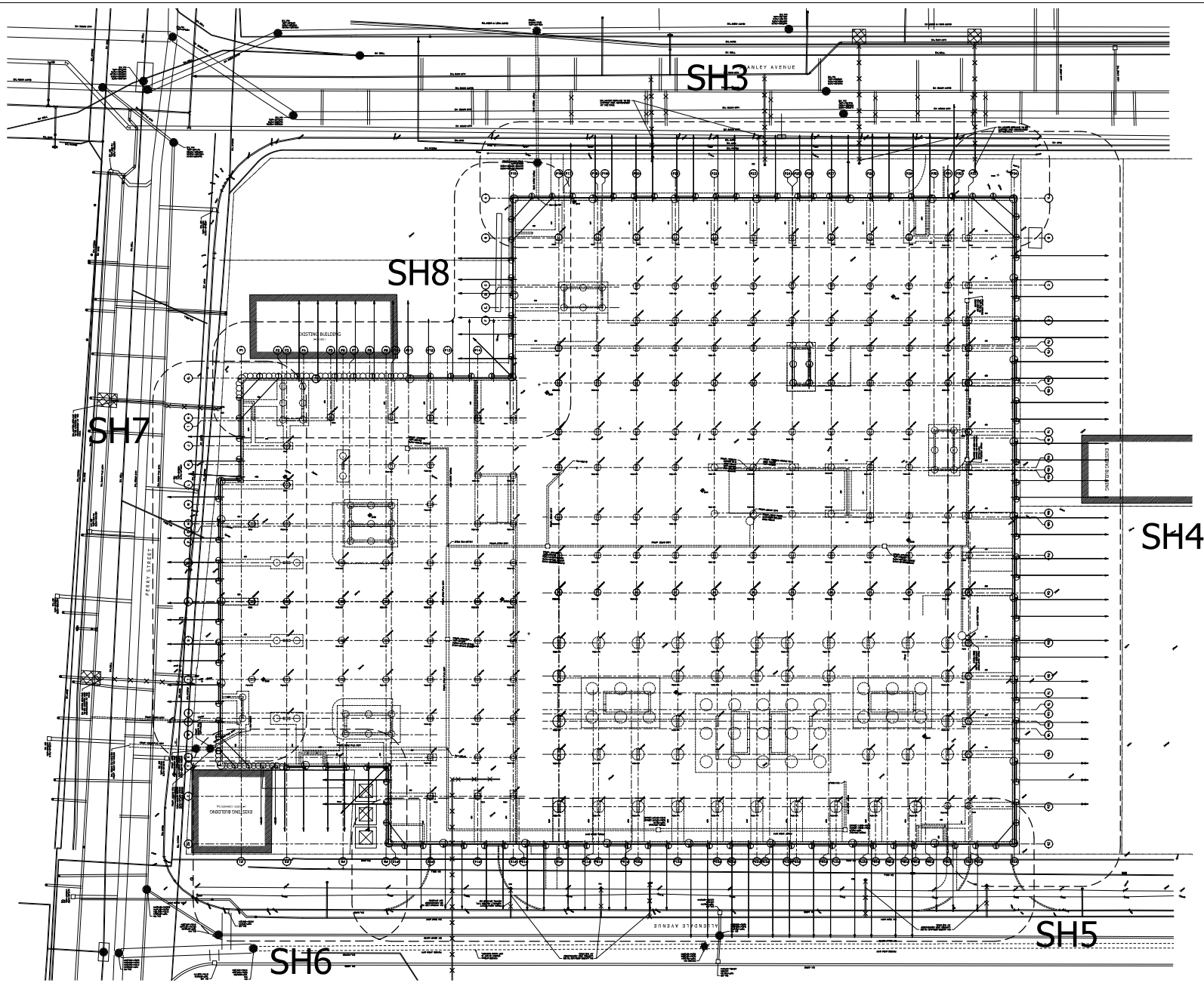
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Project:
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title:
KEY PLAN

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Checked:	K.D.	Date:	OCT 2020
Project No.:	J20-051	Drawing No.:	SH1

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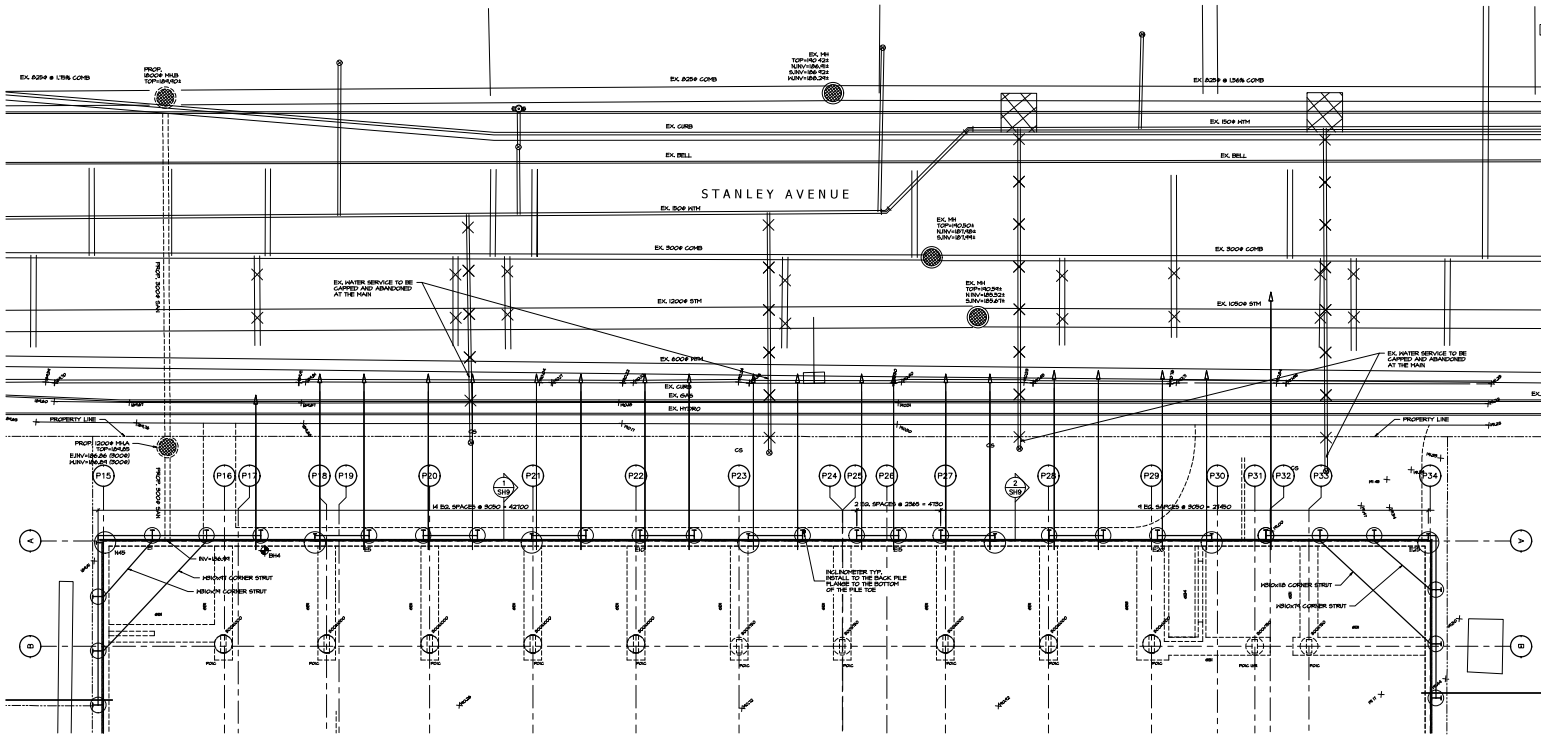
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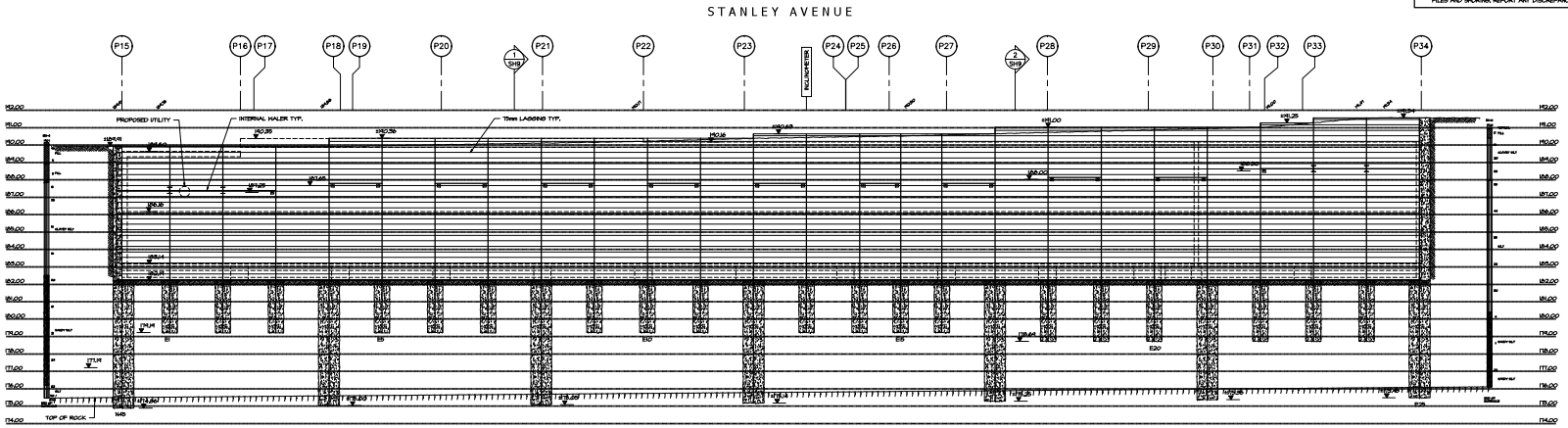
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1 SH3 PLAN (EAST WALL)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS, DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 SH3 ELEVATION (EAST WALL)
SCALE 1:100

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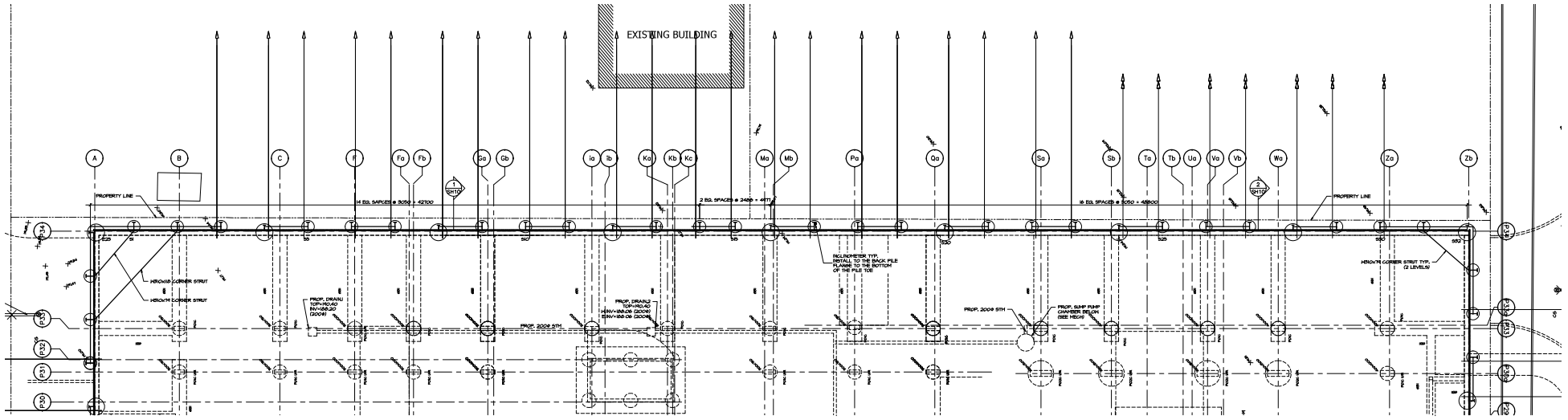
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Project: STANLEY DISTRICT
NIAGARA FALLS ONTARIO
Drawing Title: PLAN AND ELEVATION (EAST WALL)

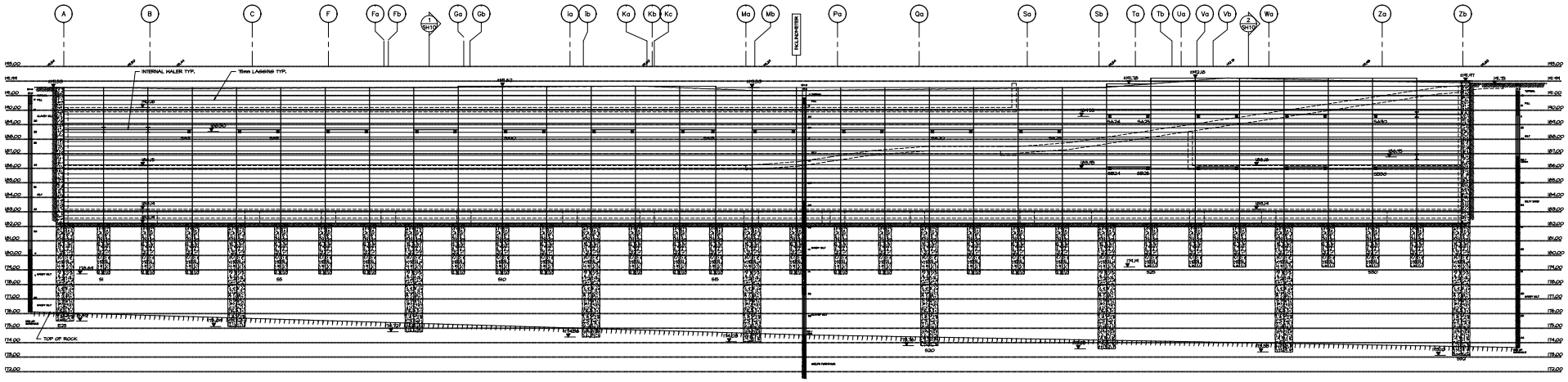
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1 SH4 PLAN (SOUTH WALL)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 SH4 ELEVATION (SOUTH WALL)
SCALE 1:100

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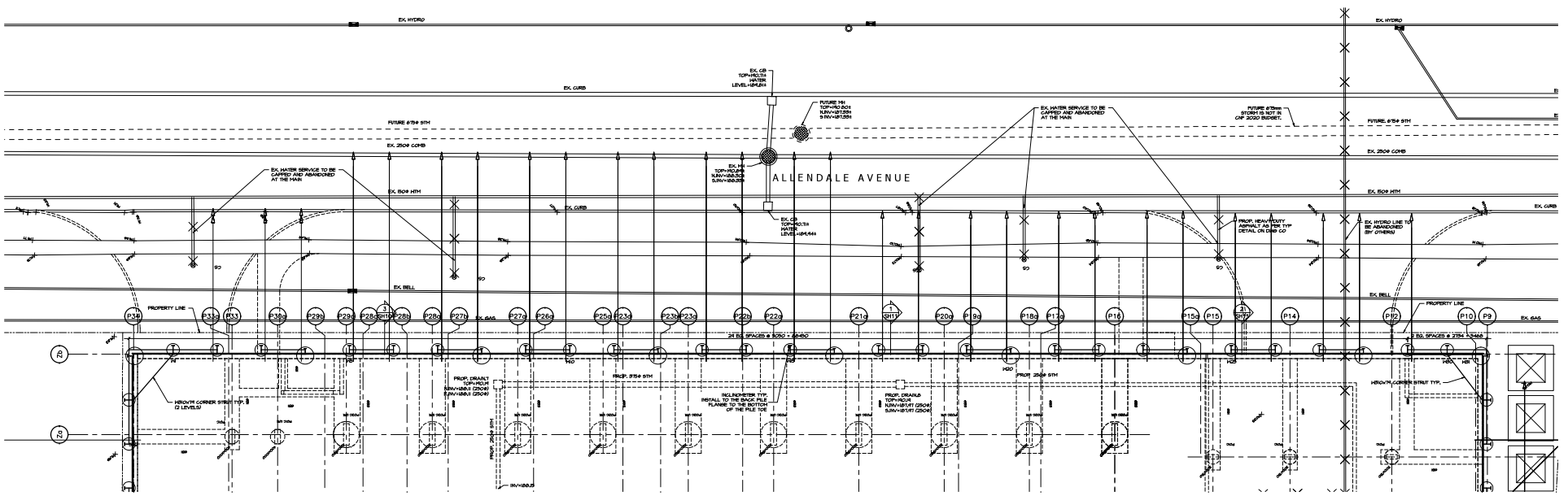
Client:
HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant:
RWH ENGINEERING INC
[illegible] Telephone: (416) 499-0455, Fax: (519) 745-7581

Project:
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

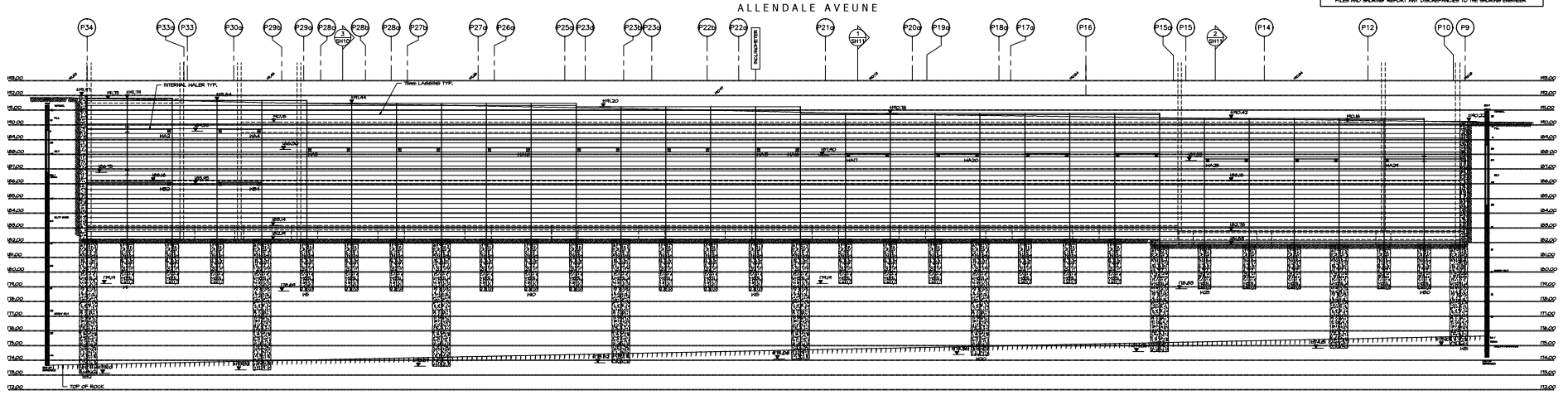
Drawing Title:
PLAN AND ELEVATION (SOUTH WALL)

Drawn:	J.C.	Scale:	AS NOTED
Checked:	K.D.	Date:	OCT 2020
Project No.:	J20-051	Drawing No.:	SH4



1 SH5 PLAN (WEST WALL 1)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. INVERSE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS, DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 SH5 ELEVATION (WEST WALL 1)
SCALE 1:100

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

REVISION

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Stamp: PROFESSIONAL ENGINEER K.D. KIRKHAM 100158208 PROVINCE OF ONTARIO

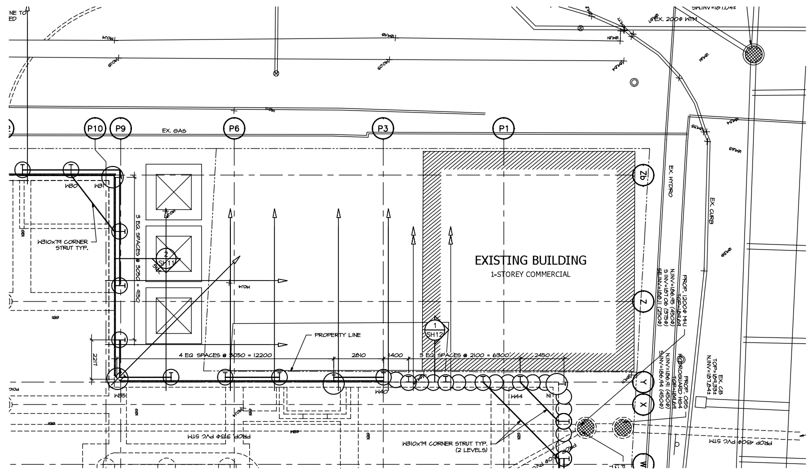
Client: HCM TORONTO: (519) 623-6454 CALGARY: (403) 248-4884 OTTAWA: (613) 241-5551 www.hcgroup.ca "Innovation in Foundations"

Consultant: RWH ENGINEERING INC 100 East Thompson Road, Ayr, ON N0B 1E0 Telephone: (416) 697-0025, Fax (519) 740-7041

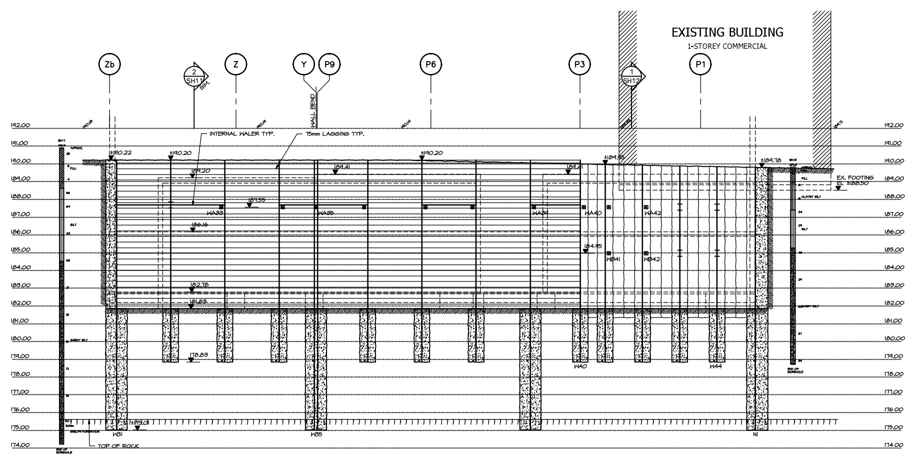
Project: STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title: PLAN AND ELEVATION (WEST WALL 1)

Drawn:	J.C.	Scale:	AS NOTED
Checked:	K.D.	Date:	OCT 2020
Project No.:	J20-051	Drawing No.:	SH5



1 PLAN (WEST WALL 2)
SH5 SCALE 1:100



2 ELEVATION (WEST WALL 2)
SH5 SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS. DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

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DO NOT SCALE THIS DRAWING.

Stamp
LICENSED PROFESSIONAL ENGINEER
J. V. WECK
100132919
2020/OCT/20
PROVINCE OF ONTARIO

LICENSED PROFESSIONAL ENGINEER
K.DENBRABER
100188929
2020/OCT/20
PROVINCE OF ONTARIO

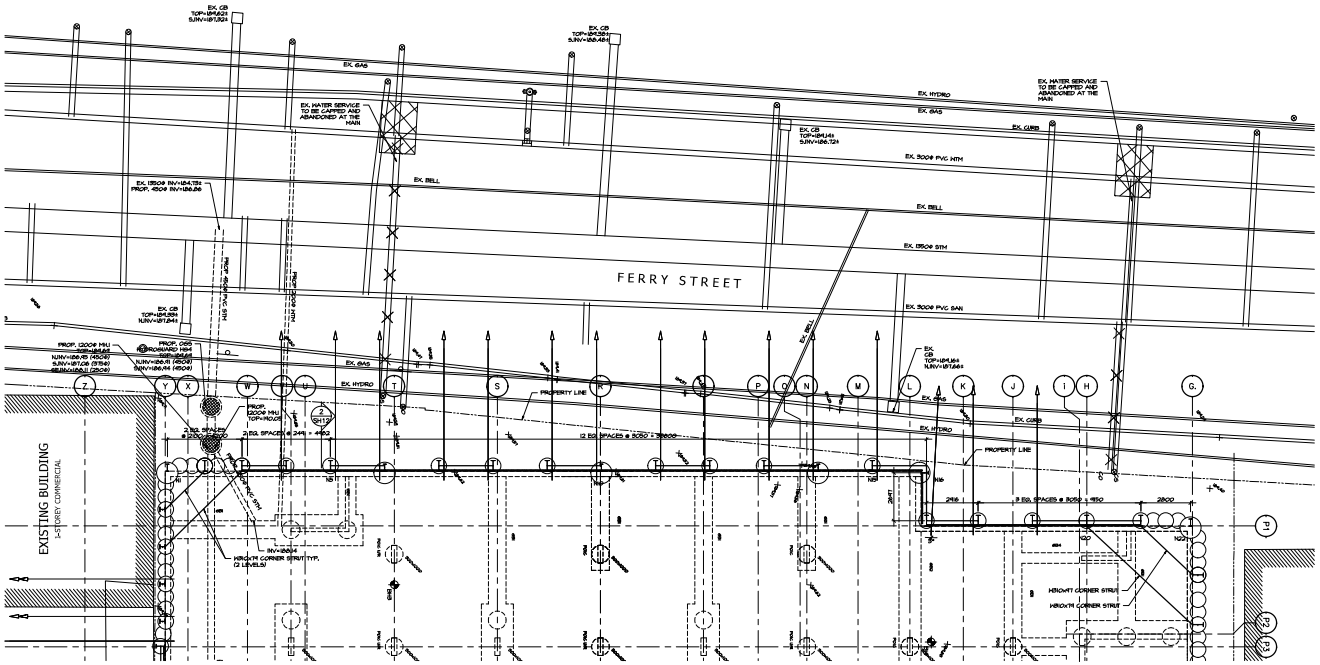
Client
HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

Consultant
RWH ENGINEERING INC
126 Earl Thompson Road, Ayr, ON N0B1E0
Telephone (416) 457-8313, Fax (519) 740-7091

Project: STANLEY DISTRICT NIAGARA FALLS ONTARIO	
Drawing Title: PLAN AND ELEVATION (WEST WALL 2)	
Drawn: J.C.	Scale: AS NOTED
Checked: K.D.	Date: OCT 2020
Project No.: J20-051	Drawing No.: SH6

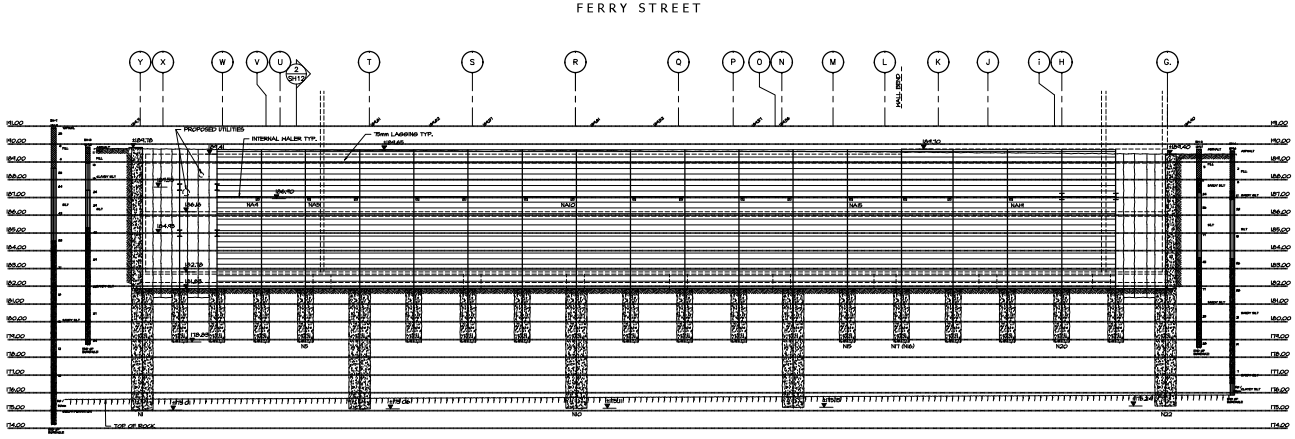
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1 SH7 PLAN (NORTH WALL 1)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
2. UNDERSIDE OF FOOTING ELEVATIONS TO BE COORDINATED WITH STRUCTURAL AND ARCHITECTURAL DRAWINGS BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH SHORING INSTALLATION.
3. GENERAL LOCATION OF PILES AND BUILDING LAYOUT TO BE DONE FROM ARCHITECTURAL DRAWINGS, DO NOT USE SHORING DRAWINGS ALONE TO LAY OUT PILES AND SHORING. REPORT ANY DISCREPANCIES TO THE SHORING ENGINEER.



2 SH7 ELEVATION (NORTH WALL 1)
SCALE 1:100

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
5.	ISSUED FOR PERMIT	20/10/07

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Stamp: PROFESSIONAL ENGINEER — PROVINCE OF ONTARIO

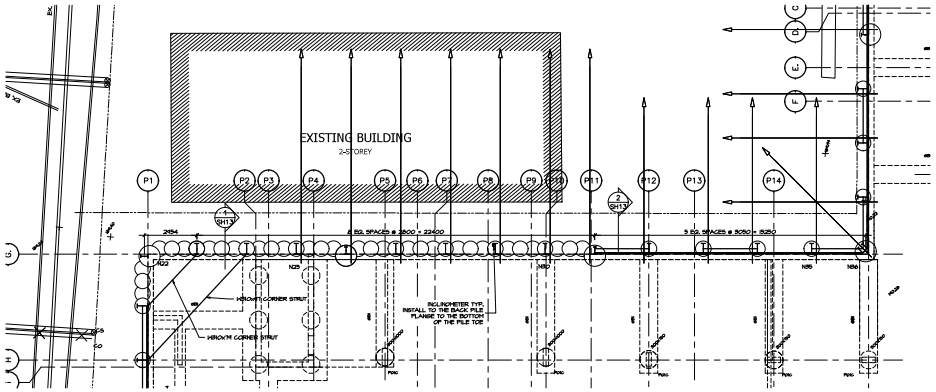
Client: HCM — TORONTO: (519) 623-6454 CALGARY: (403) 248-4884 OTTAWA: (613) 241-5551 www.hcmgroup.ca "Innovation in Foundations"

Consultant: RWH ENGINEERING INC
150 East Thompson Road, Ayr, ON N0B 1E0
Telephone (416) 699-0825, Fax (519) 740-7861

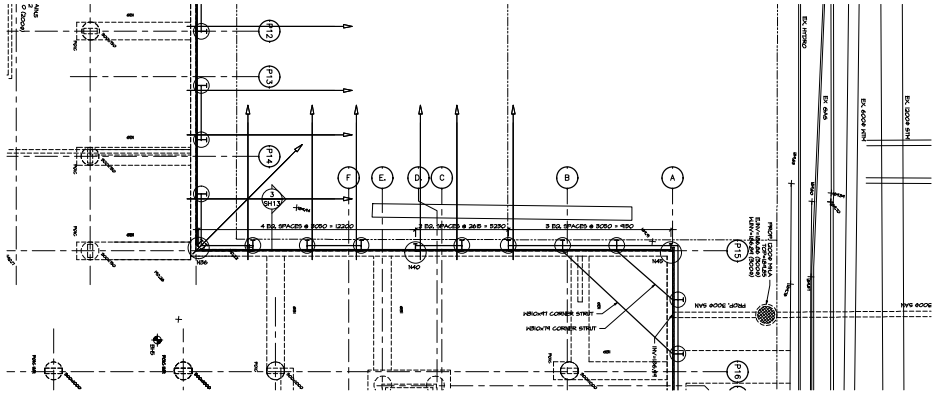
Project: STANLEY DISTRICT
NIAGARA FALLS ONTARIO
Drawing Title: PLAN AND ELEVATION (NORTH WALL 1)

Drawn:	J.C.	Scale:	AS NOTED
Checked:	K.D.	Date:	OCT 2020
Project No.:	J20-051	Drawing No.:	SH7

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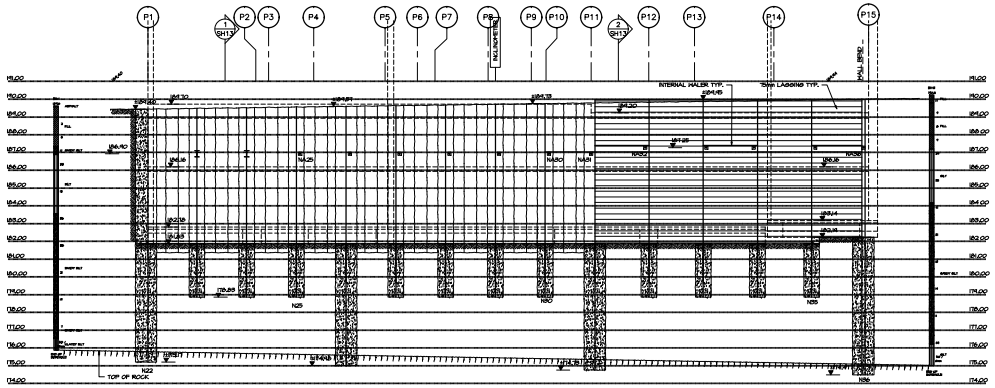


1 SH8 PLAN (NORTH WALL 2)
SCALE 1:100

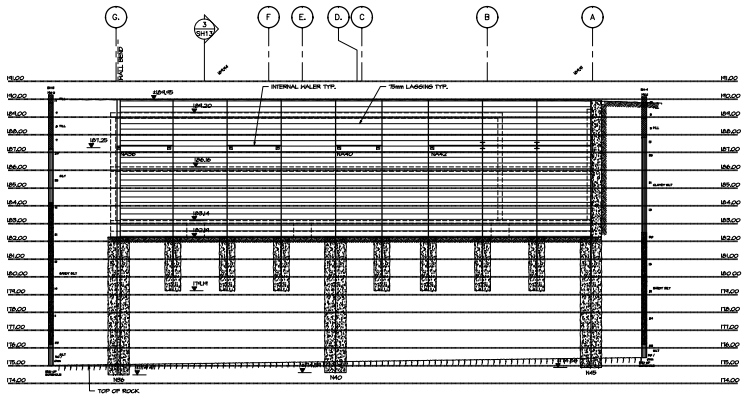


2 SH8 PLAN (NORTH WALL 2)
SCALE 1:100

1. ELEVATION AND LOCATION OF ALL EXISTING SERVICES AND ELEVATION OF SITE GRADES MUST BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK.
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3 SH8 ELEVATION (NORTH WALL 2)
SCALE 1:100



4 SH8 ELEVATION (NORTH WALL 2)
SCALE 1:100

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

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TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcmgroup.ca
"Innovation in Foundations"

Consultant: RWH ENGINEERING INC
100 East Thompson Road, Ayr, ON N0B 1E0
Telephone (226) 499-0825, Fax (519) 740-7041

Project: STANLEY DISTRICT
NIAGARA FALLS ONTARIO
Drawing Title: PLAN AND ELEVATION (NORTH WALL 2)

Drawn	J.C.	Scale	AS NOTED
Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH8

Docusign Envelope ID: F2D82634-5995-490C-9594-8E5517959A

NOTE:
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* LOCATION OF EXISTING UTILITIES ASSUMED, TO BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO SHORING INSTALLATION.

STANLEY AVENUE

PROPERTY LINE

BH-6
MLO
TOPSOIL
FILL
CLAYEY SILT
SILT
SANDY SILT

BH-4
MLO
FILL
CLAYEY SILT
SANDY SILT
SILT

END OF BOREHOLE

TOP OF ROCK

EX. 150ø HTM
EX. 300ø CONB
EX. 825ø CONB
EX. 1200ø STM
EX. 600ø HTM
EX. GAS
EX. HYDRO

HH400x82 PILE TYP.
75mm LAGGING TYP.
INTERNAL WALER TYP.
FREE LENGTH = 5400
BOND LENGTH = 3000
FUTURE
150ø POST-GROUTED TIEBACK C/W 4 STRANDS TYP.

1200

1 SECTION
SH3 SCALE 1:50

NOTE:
ALL SERVICES ARE TO BE LOCATED IN BOTH PLAN AND ELEVATION BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK. CONFIRM TO ENGINEER THAT THE SERVICES SHOWN ON THE DRAWING MATCH SITE LOCATES IN PLAN AND ENGINEER TO BE NOTIFIED OF ADDITIONAL SERVICES DISCOVERED DURING SITE LOCATES AND ANY DISCREPANCIES TO THE SHORING ENGINEER.

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STANLEY AVENUE

PROPERTY LINE

BH-6
MLO
TOPSOIL
FILL
CLAYEY SILT
SILT
SANDY SILT

BH-4
MLO
FILL
CLAYEY SILT
SANDY SILT
SILT

END OF BOREHOLE

EX. 150ø HTM
EX. 300ø CONB
EX. 825ø CONB
EX. 1050ø STM
EX. 600ø HTM
EX. GAS
EX. HYDRO

HH400x82 PILE TYP.
75mm LAGGING TYP.
INTERNAL WALER TYP.
FREE LENGTH = 5400
BOND LENGTH = 3000
FUTURE
150ø POST-GROUTED TIEBACK C/W 4 STRANDS TYP.

880

2 SECTION
SH3 SCALE 1:50

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
5.	ISSUED FOR PERMIT	20/10/07

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PROFESSIONAL ENGINEER
J. C. WEIR
100139706
PROVINCE OF ONTARIO

PROFESSIONAL ENGINEER
K.D. DRUMMER
100186008
PROVINCE OF ONTARIO

Client

HCM

TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcmgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC

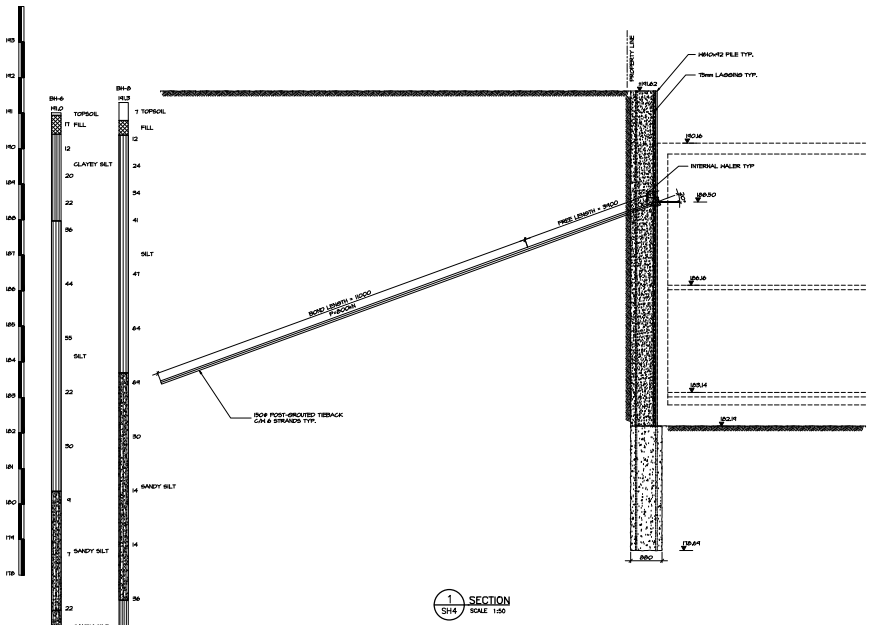
100 East Thompson Road, Ayr, ON N0B 1E0
Telephone (416) 699-0825, Fax (519) 740-7861

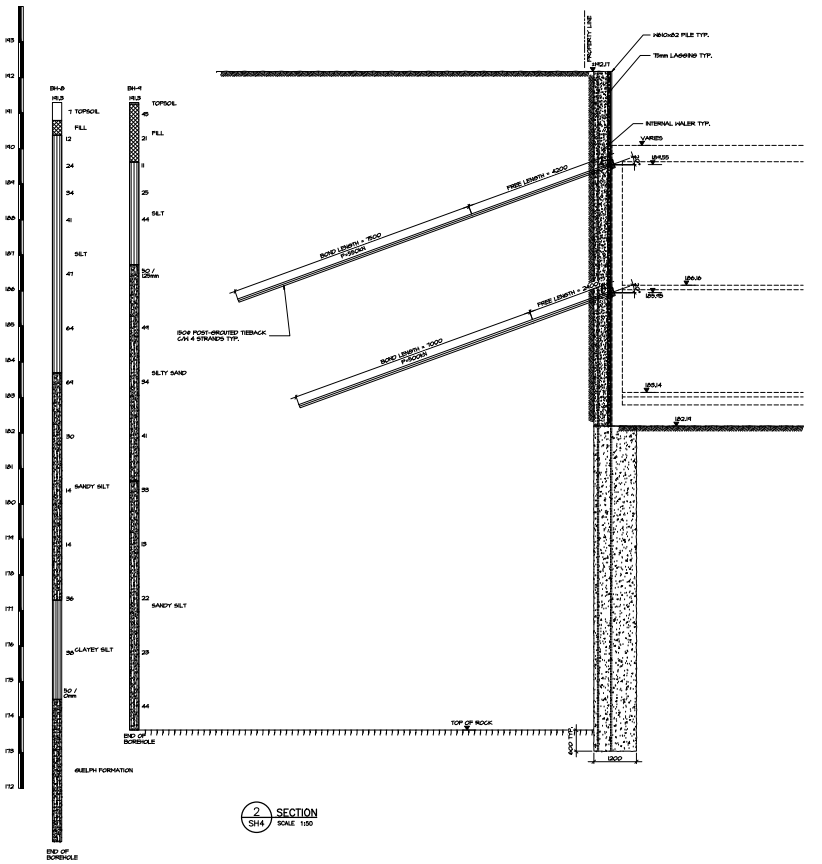
Project
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

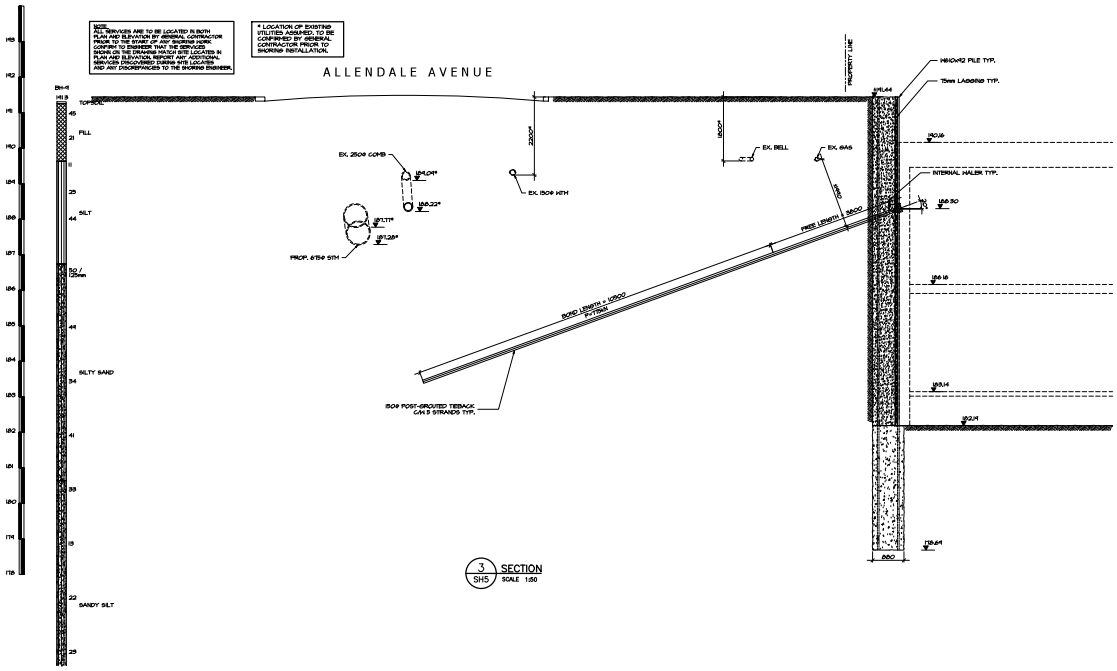
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Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH9

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No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
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Client

HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcmgroup.ca
"Innovation in Foundations"

Consultant

RWH ENGINEERING INC

100 East Thompson Road, Apt. 07 N2S 0E8
Telephone (226) 600-0825, Fax (519) 745-7841

Project

STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title

SECTIONS

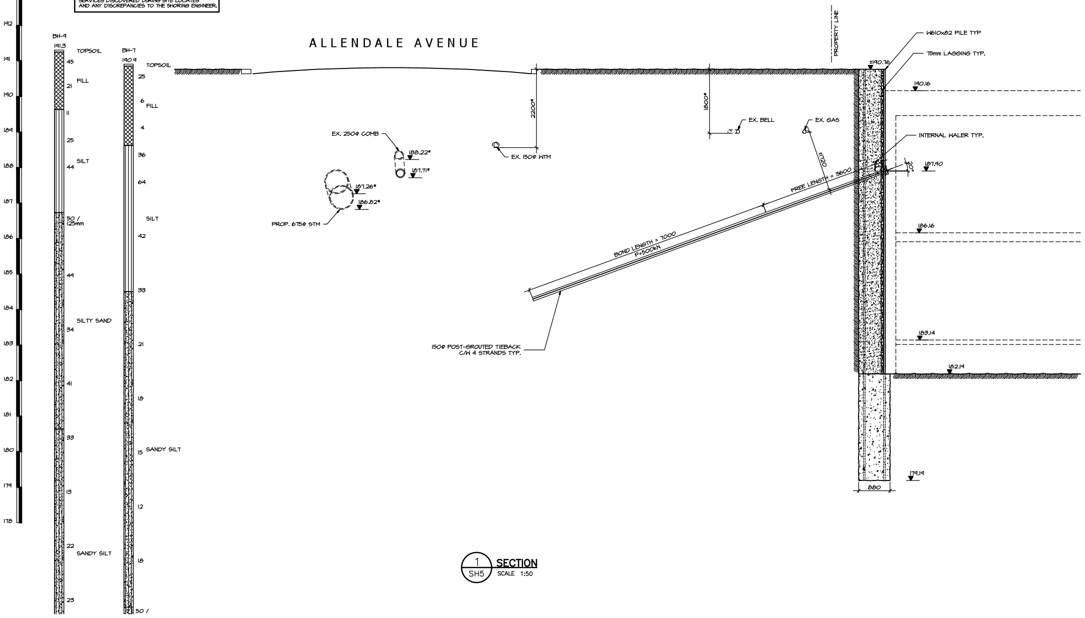
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Project No.	J20-051	Drawing No.	SH10

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NOTE:
ALL SERVICES ARE TO BE LOCATED IN BOTH PLAN AND ELEVATION BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK. CONFIRM TO ENGINEER THAT THE SERVICES SHOWN ON THE DRAWING MATCH SITE LOCATES IN PLAN AND ELEVATION. REPORT ANY ADDITIONAL SERVICES DISCOVERED DURING SITE LOCATES AND ANY DISCREPANCIES TO THE SHORING ENGINEER.

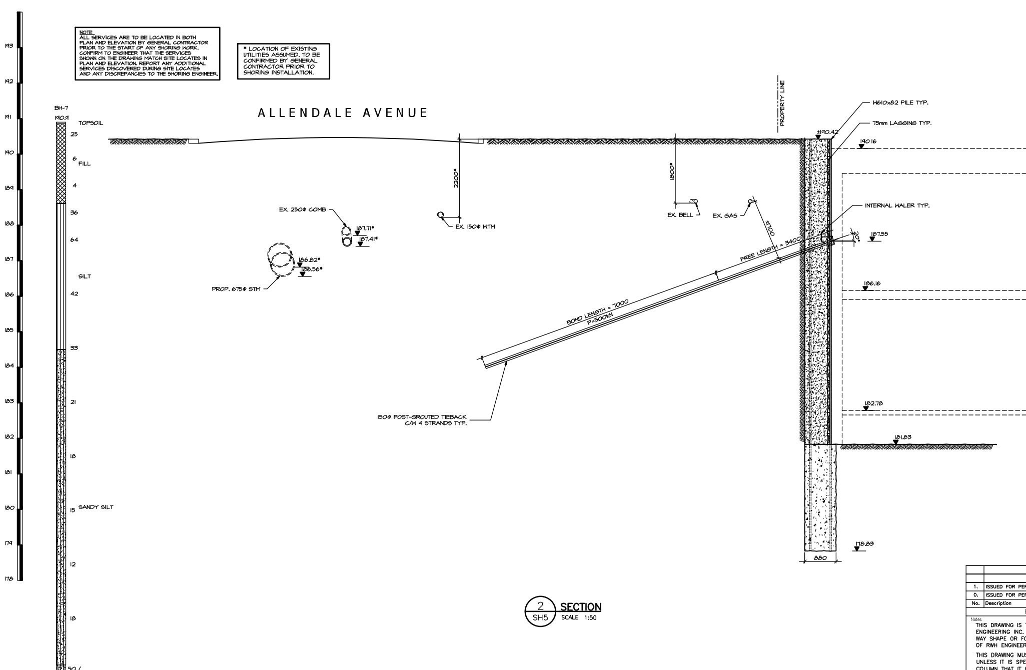
* LOCATION OF EXISTING UTILITIES ASSUMED. TO BE CONFIRMED BY GENERAL CONTRACTOR PRIOR TO SHORING INSTALLATION.



1 SECTION
SH5 SCALE 1:50

NOTE:
ALL SERVICES ARE TO BE LOCATED IN BOTH PLAN AND ELEVATION BY GENERAL CONTRACTOR PRIOR TO THE START OF ANY SHORING WORK. CONFIRM TO ENGINEER THAT THE SERVICES SHOWN ON THE DRAWING MATCH SITE LOCATES IN PLAN AND ELEVATION. REPORT ANY ADDITIONAL SERVICES DISCOVERED DURING SITE LOCATES AND ANY DISCREPANCIES TO THE SHORING ENGINEER.

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2 SECTION
SH5 SCALE 1:50

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

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LICENSED PROFESSIONAL ENGINEER J. V. WECK 100132919 2020/OCT/20 PROVINCE OF ONTARIO
LICENSED PROFESSIONAL ENGINEER K.DENBRABER 100188929 2020/OCT/20 PROVINCE OF ONTARIO

Client
HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
OTTAWA: (613) 241-5551
www.hcgroup.ca
"Innovation in Foundations"

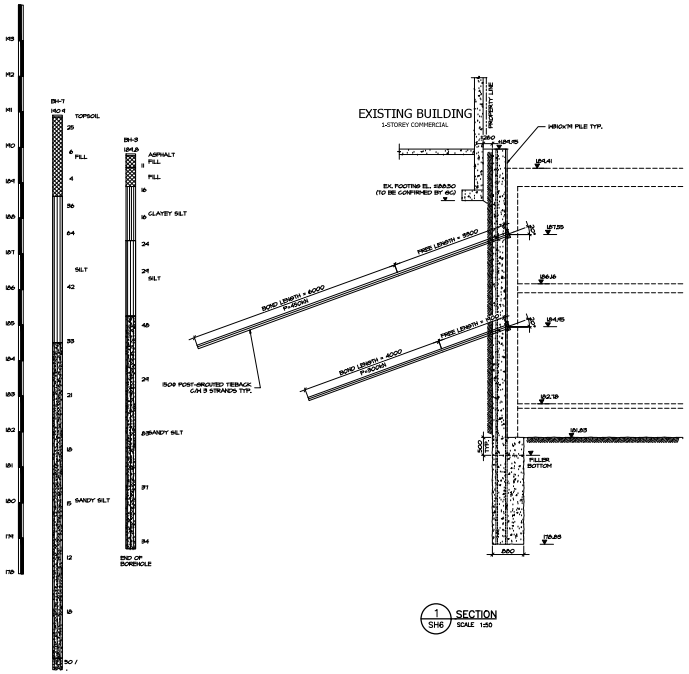
Consultant
RWH ENGINEERING INC
126 Earl Thompson Road, Ayr, ON N0B1E0
Telephone (416) 457-6313, Fax (519) 740-7091

Project
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

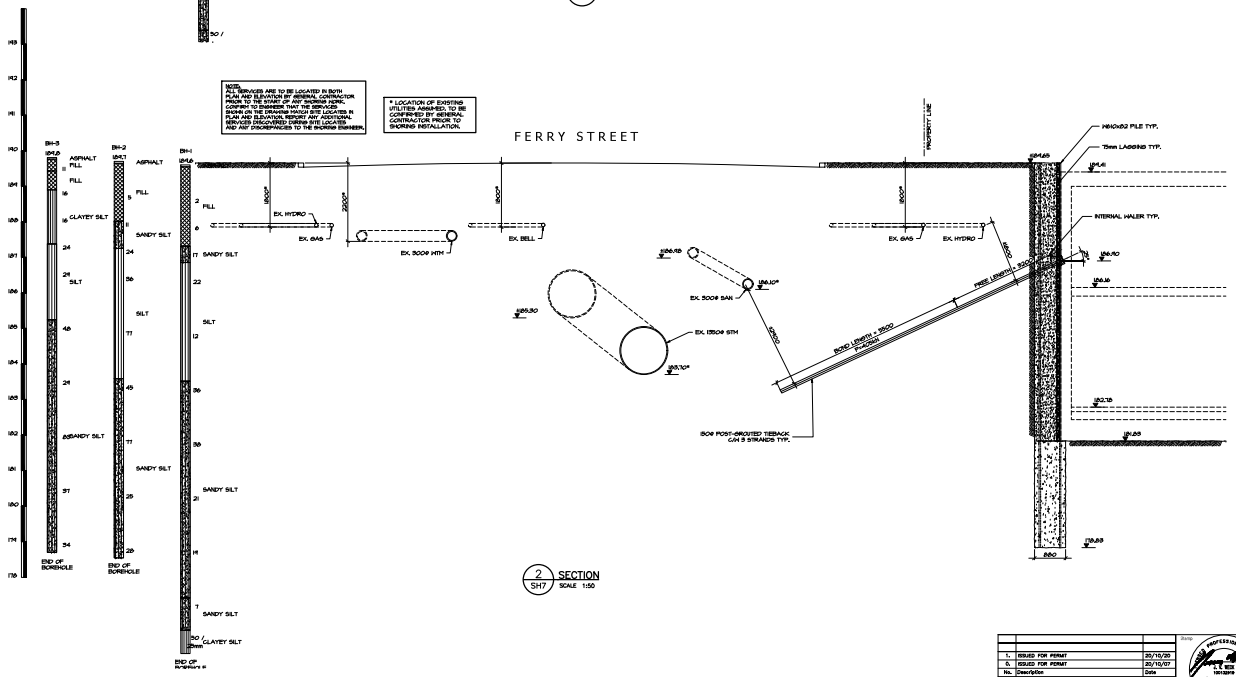
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Checked	K.D.	Date	OCT 2020
Project No.	J20-051	Drawing No.	SH11

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1 SECTION
SH6 SCALE 1:50



2 SECTION
SH7 SCALE 1:50

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
0.	ISSUED FOR PERMIT	20/10/07

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Stamp: K.J. DRUMMER 100136008 PROFESSIONAL ENGINEER PROVINCE OF ONTARIO

Client: HCM
TORONTO: (519) 623-6454
CALGARY: (403) 248-4884
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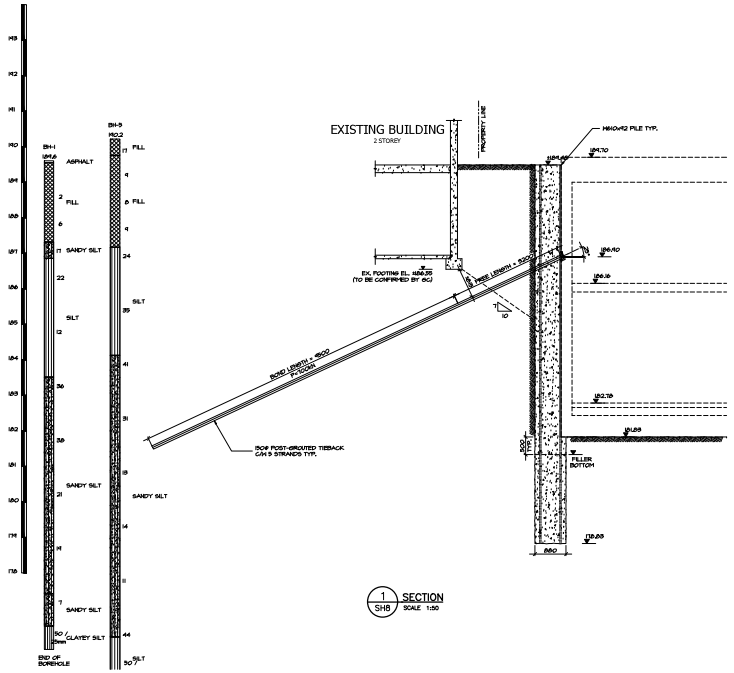
Consultant: RWH ENGINEERING INC
100 East Thompson Road, Ayr, ON N0B 1E0
Telephone (416) 699-0825, Fax (519) 740-7041

Project: STANLEY DISTRICT
NIAGARA FALLS ONTARIO
Drawing Title: SECTIONS

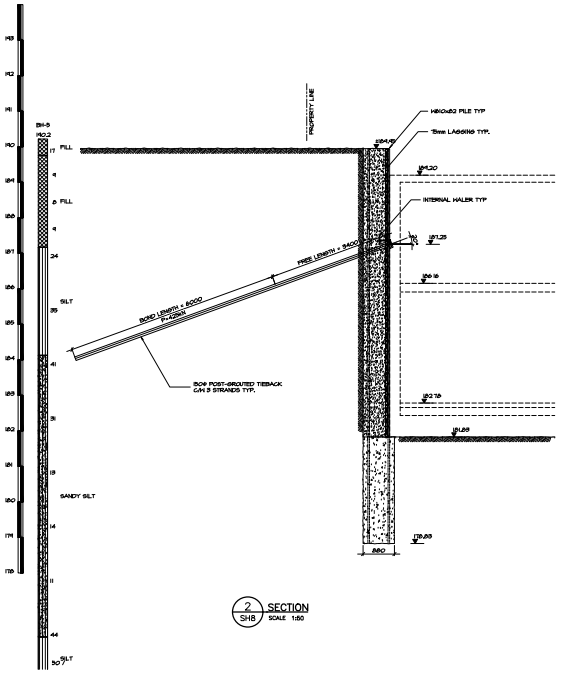
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Project No.:	J20-051	Drawing No.:	SH12

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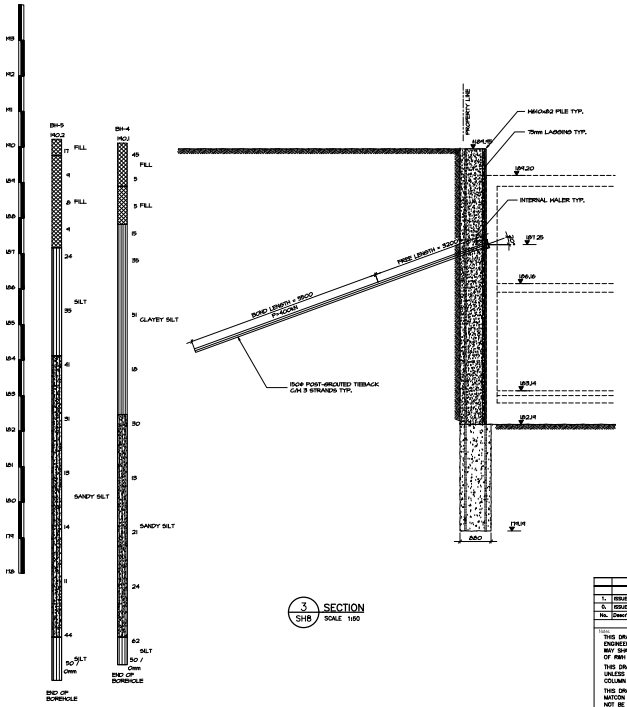
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1 SECTION
SH8 SCALE 1:50



2 SECTION
SH8 SCALE 1:50



3 SECTION
SH8 SCALE 1:50

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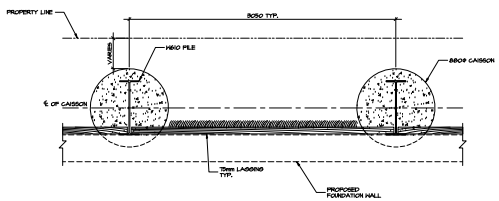
Project:
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title:
SECTIONS

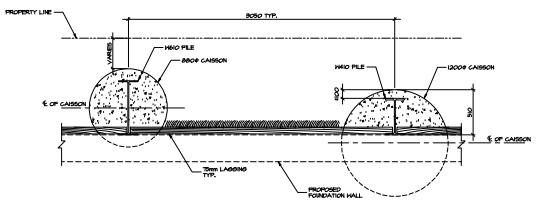
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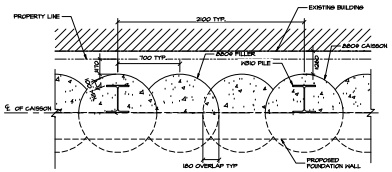
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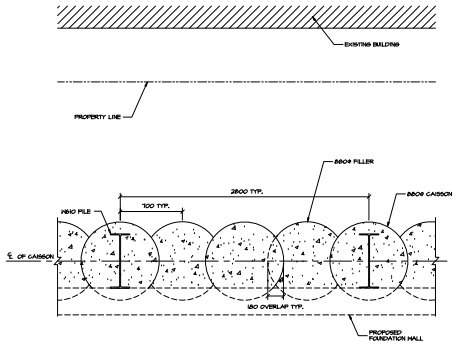
1 SH14 TYPICAL PILE AND LAGGING DETAIL
SCALE 1:20



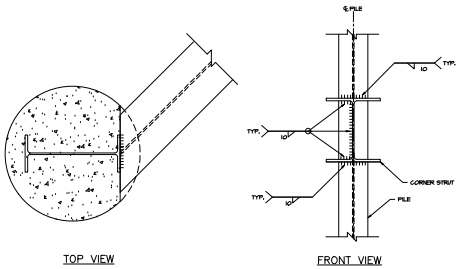
2 SH14 TYPICAL PILE AND LAGGING DETAIL (PERMANENT PILES)
SCALE 1:20



3 SH14 TYPICAL CAISSON WALL DETAIL
SCALE 1:20

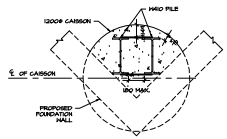


4 SH14 TYPICAL CAISSON WALL DETAIL
SCALE 1:20

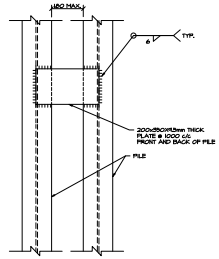


TOP VIEW FRONT VIEW

5 SH14 CORNER STRUT CONNECTION DETAIL
SCALE 1:10



6 SH14 CORNER PILE DETAIL
SCALE 1:20



7 SH14 KING PILE DETAIL
SCALE 1:10

No.	Description	Date
1.	ISSUED FOR PERMIT	20/10/20
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K.J. WEIR 100139705 PROVINCE OF ONTARIO

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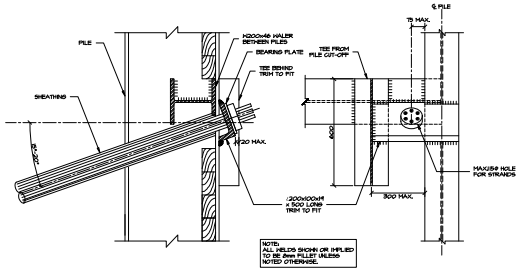
Project
STANLEY DISTRICT
NIAGARA FALLS ONTARIO

Drawing Title
DETAILS

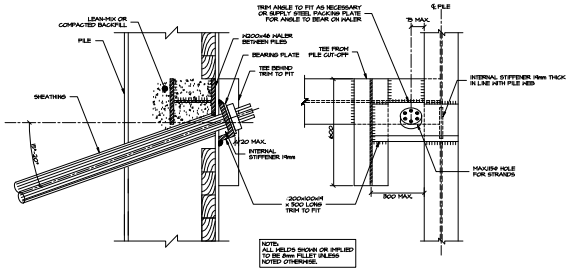
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Project No.	J20-051	Drawing No.	SH14

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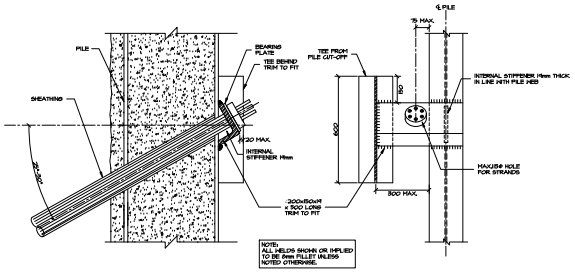
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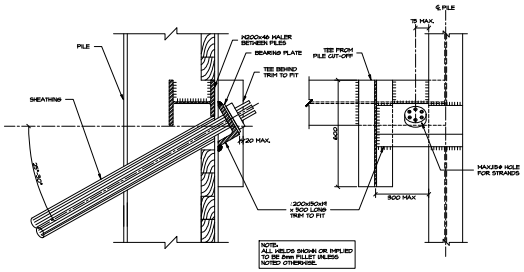
1 SH15 SCALE 1:10 TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (300–500kN)



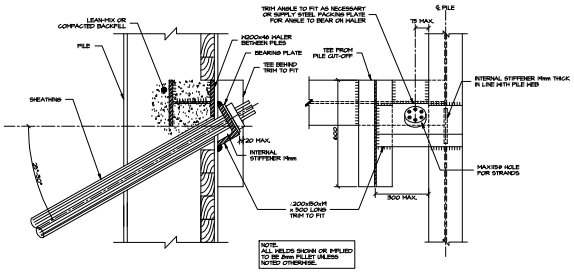
2 SH15 SCALE 1:10 TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (500–750kN)



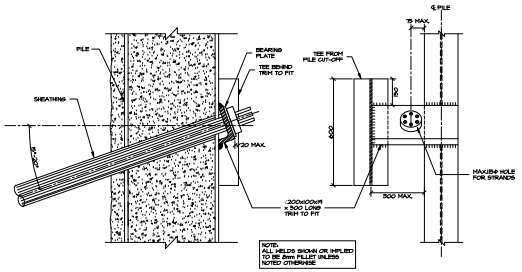
3 SH15 SCALE 1:10 TYPICAL CAISSON WALL STRAND TIEBACK CONNECTION DETAIL (500–750kN)



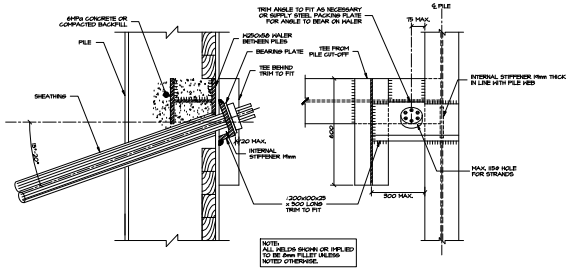
4 SH15 SCALE 1:10 TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (300–500kN)



5 SH15 SCALE 1:10 TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (500–750kN)



6 SH15 SCALE 1:10 TYPICAL CAISSON WALL STRAND TIEBACK CONNECTION DETAIL (300–500kN)



7 SH15 SCALE 1:10 TYPICAL PILE AND LAGGING STRAND TIEBACK CONNECTION DETAIL (750–1000kN)

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Consultant: RWH ENGINEERING INC 200 East Thompson Road, Ayr, ON N0B 1E0 Telephone (416) 697-0025, Fax (519) 740-7561

Project: STANLEY DISTRICT
NIAGARA FALLS ONTARIO
Drawing Title: DETAILS

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Project No.:	J20-051	Drawing No.:	SH15

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Schedule O

Calculations for Table 2 – Item 1 and Table 3- Item 3

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SCHEDULE O - CALCULATIONS FOR TABLE 2 - ITEM 1 AND TABLE 3 ITEM 3

Supported Holdback on Buttcon Invoices Buttcon Application #13	Committed Work	Outstanding to Complete	Work Completed	Holdback on Completed Work
Testing and Inspections	$ 329,378	$ 225,717	$ 103,660	$ 10,366
Safety Supplies	$ 10,000	$ 8,096	$ 1,904	$ 190
Traffic Control	$ 4,383	$ -	$ 4,383	$ 438
Hoarding	$ 38,521	$ -	$ 38,521	$ 3,852
Surveying	$ 50,735	$ 4,643	$ 46,091	$ 4,609
Hydrovac	$ 9,207	$ 3,515	$ 5,692	$ 569
Salit	$ 10,359,160	$ 10,250,680	$ 108,480	$ 10,848
WJ Construction	$ 1,860,000	$ 1,824,339	$ 35,661	$ 3,566
The Roof Technician	$ 5,600	$ -	$ 5,600	$ 560
Wire One	$ 74	$ -	$ 74	$ 7
Kraun	$ 807	$ -	$ 807	$ 81
Calculations for Table 2 - Item 1 - Supported Holdback on Buttcon Invoices			**$ 350,872**	**$ 35,087**

Unsupported Holdback on Buttcon Invoices Buttcon Application #13	Committed Work	Outstanding to Complete	Work Completed	Holdback on Completed Work
Hardrock	$ 25,312,550	$ 25,049,770	$ 262,780	$ 26,278
Skyrise	$ 4,458,541	$ 3,477,662	$ 980,879	$ 98,088
Cambridge Drywall	$ 13,100,000	$ 12,982,800	$ 117,200	$ 11,720
Atta Elevators	$ 1,639,115	$ 1,557,159	$ 81,956	$ 8,196
Mattina	$ 17,300,000	$ 17,262,330	$ 37,670	$ 3,767
Modern Niagara	$ 9,536,280	$ 9,474,280	$ 62,000	$ 6,200
TT Galbraith	$ 20,600	$ -	$ 20,600	$ 2,060
Calculations for Table 3 - Item 3 - Unsupported Holdback on Buttcon Invoices			**$ 1,563,085**	**$ 156,308**

MARSHALLZEHR GROUP INC.
Applicant

- and -

LA PUE INTERNATIONAL INC.
Respondent

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NINTH REPORT OF KSV RESTRUCTURING INC. AS RECEIVER OF LA PUE INTERNATION INC.

AIRD & BERLIS LLP
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Adrienne Ho (LSO# 68439N)
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Lawyers for the Receiver

TAB 2

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(as at March 31, 2025)

Receiver's URL: https://www.ksvadvisory.com/experience/case/lapue

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WEIRFOULDS LLP 66 Wellington Street West, Suite 4100 Toronto, ON M5K 1B7 Krista Chaytor Tel: (416) 947-5074 Email: kchaytor@weirfoulds.com Fabiola Bassong Tel: (647)715-7132 Email: fbassong@weirfoulds.com Lawyers for Kada Group Inc.	**PAVEY LAW LLP** 73 Water Street North, suite 200 Cambridge, ON N1R 7L6 Andrew Beney Tel: (519) 621-7260 Email: beney@paveylaw.com Lawyers for HC Matcon Inc.
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JOHN P. MULLEN LAW 218 Export Blvd., Suite 106 Mississauga, ON L5S 0A7 John Mullen Tel: (905) 501-8778 Email: John@jmullenlaw.ca Lawyers for Tomasz Sobota, Andrezj Zalewski and Daniela Lupu	**TUFMAN & ASSOCIATES** 439 University Avenue, suite 2300 Toronto, ON M5G 1Y8 Marek Tufman Tel: (416) 360-1689 Email: mzt@litigationcanada.com
PALLETT VALO LLP 77 City Centre Drive, West Tower, Suite 300 Mississauga, ON L5B 1M5 Maria Ruberto Tel: (289) 805-3441 Email: mruberto@pallettvalo.com Lawyers for Astro Excavating Inc.	**WILLING LAW** 180 Talbot Street South Essex, ON N8M 1B6 Amanda Willing Tel: (519) 980-3476 Email: amanda@willinglaw.com Lawyers for Sandeep Saroya
MALGORZATA BOLAND Email: mkulanin@gmail.com Email: boland82003@yahoo.com Home Buyer	**ENERCARE** 7400 Birchmount Road Markham, ON L3R 5V4 Andrew Ottaway (In-House Counsel) Tel: (416) 649-1943 Email: Andrew.Ottaway@enercare.ca Creditor

HIMELFARB PROSZANSKI LLP 480 University Avenue, Suite 1401 Toronto, ON M5G 1V2 Dan Bank Email: dbank@himprolaw.com Lawyers for Lakeshore Lux	**NEWROADS AUTOMOTIVE GROUP LTD** 18100 Yonge St Newmarket, ON L3Y 8V1 Tel: (905) 898-2277 Ian Roy Email: Ian.Roy@newroads.ca
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MARSHALLZEHR GROUP INC.
Applicant

- and -

LA PUE INTERNATIONAL INC.
Respondent

Court File No. CV-23-00700695-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

CASE CONFERENCE BRIEF
(Returnable September 26, 2025)

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