

October 24, 2007

Mr. Blair Loveday Senior Claims Examiner **Risk Management Branch** PO BOX 9405 STN PROV GOVT Victoria BC V8W 9V1

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RISK MANAGEMENT BRANCH

Dear Mr. Loveday:

Further to our telephone conversation regarding the Young Building at the Lansdowné Campus of Camosun College, attached is the report prepared by Ken Johnson regarding the cast stone on the building.

I am also attaching a letter sent to Carl Peterson Architect Inc., Farmer Construction Ltd., and Mid-Island Masonry & Contracting Ltd. The college is awaiting their response to this letter before deciding on the next steps to take in this matter.

As I mentioned to you, we are using Mulroney & Company to provide us with legal advice on this issue and have copied David Mulroney with all correspondence.

Yours truly,

Peter Lockie Chief Financial Officer

Attach.

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Ken Johnson Concrete and Masonry Technologist



3904 LANDIS PLACE VICTORIA, BC V8X 4C1 Phone: 250-888-7289 E-mail: kejohnson@shaw.ca

October 13, 2007

Camosun College Lansdowne Campus 3100 Foul Bay Road Victoria, BC V8P 5J2

Attention: Mr. Ian Tol, Associate Director. Physical Resources Division

Re: Cast Stone - Young Building

Dear Sir:

As per our proposal of April 18, 2007, we enclose below our final report regarding the cast stone on the Young Building, Lansdowne Campus, Camosun College.

During the course of our investigation we surveyed all of the upper floors from a sixty-four-foot man lift, examined the lower floor utilizing a small ladder as required and the roof levels from the roof itself. The clock tower can only be properly checked using a 110-foot man lift and, for the sides and northern portion, with scaffolding. The examination of this feature was carried out using binoculars. While suspect areas were noted on the clock tower, it was felt that, without a detailed, close-up examination, these areas should not be incorporated within this report. Drawings recording the locations of the various problems encountered and a photographic record of these problems has been forwarded to you under separate cover on September 13<sup>th</sup>. On September 15<sup>th</sup>, we assisted in the measures taken to reduce the risk of loose pieces falling from the building. This allowed us to observe in greater detail the causes of failure in the cast stone pieces previously noted elsewhere.

#### Summary

The presence of poorly placed and unprotected reinforcing steel in the cast stone units has led to the failure of some units. Many other units show signs of incipient steel corrosion and this, combined with the exposed and corroding lifting inserts, will present the Owner with expensive future maintenance problems. There are indications of poor quality concrete being used in a number of pieces of cast stone. The extent of this problem can only be determined through further testing and monitoring of the pieces in place, but there is no doubt that failed pieces will have to be removed and replaced. In general, the fastening of the cast stone to the structure seems adequate but, where acrylic resins and unprotected fastenings were used, a risk of pieces falling off of the building will exist until such time as these are removed, replaced and properly fastened. The problems with the parging coating while unsightly can be repaired at a reasonable cost once a suitable repair mix and methodology have been determined. Repaired areas should provide the Owner with

#### **Masonry Consultants - Concrete Technologists**

many satisfactory years of service. Toppings were used to provide slopes to some window sills and to the tops of pediments, These are generally failing, allowing water to seep below, accelerating the rate of deterioration. These toppings will have to be removed and replaced, possibly with the addition of an acceptable membrane system. Many areas of mortar joints are failing. These joints were not fully bedded, a pointing mortar only being applied and the mortar used appears to be stronger than specified. We anticipated that many areas of the building will require extensive remedial repointing many years earlier than normal.

We estimate that, in addition to normal maintenance, \$630,000 will have to be expended over the next five to ten years to correct these deficiencies. This amount could increase as weathering reveals additional problems.

#### **Corrosion of Reinforcing Steel in Cast Stone**

A significant number of cast stone units have failed due to corrosion of the reinforcing steels. Many additional units are in the process of failure as evidenced by the number of cracks in those areas where reinforcing steel was detected, notably the window sills along the lower floor levels where longitudinal cracks exist. One or two of these sills have failed and others could be expected to fail within the next one or two years.

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This failure of the reinforcing steel presents the Owner with a significant long-term maintenance problem. Premature failures will continue as water and moisture penetrate the cast stone and the reinforcing steel corrodes. The application of a water repellent coating will mitigate the problem but, where cracking or cold joints currently exist, the water repellent will not prevent moisture from getting to the reinforcing steel.



South Facade - Photo S53 - Corrosion of reinforcing steel at Main Entrance.

The Cast Stone portion of the specifications makes no reference to any reinforcing other than, within the 'Scope of Work', an addendum states: *Reference Paragraph 1.2. Add new sub paragraph as follows: ".5 Design and provision for any internal reinforcing of cast stone members."* and, Clause 1.3 References, Item 1, which lists *CSA A23.1-M94*.

The project drawings, Drawing S1.1, under 'Concrete and Reinforcing Notes', state in Clause (3): "Concrete protection on reinforcing to be as follows: Formed surfaces exposed to ground or weather - 2" and, in Clause (10): Reinforcing bars to be accurately supported and secured against displacement prior to placing of concrete.

In the absence of specific recommendations within the Cast Stone portion of the specifications, CSA A23.1-M94 would apply. Table 17of this document, Concrete Cover, requires 40 mm of cover for concrete exposed to the conditions being experienced by the cast stone on the Young Building. In every instance of failures due to corrosion that were detected, this requirement was not met. In some cases, concrete cover over a 15 m bar was lower than 5 mm. In two instances, repairs had been made to these areas when the thin concrete cover spalled, exposing the reinforcing steel. These repairs are now failing.

It is evident that, in those cases where unit concrete cross section was minimal, the reinforcing steel should have non-corrosive; either galvanized, epoxy coated or, as was specified for the cast stone anchors, stainless steel. The cast stone specification applicable in the United States at the time the Young Building was constructed (ASTM C1364-97, Standard Specification for Architectural Cast Stone) states: Reinforcement shall be noncorrosive where faces exposed to weather are covered with less than 1.5 in. (38 mm) of concrete material. All reinforcement shall have minimum coverage of twice the diameter of the bars.

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The investigation of the building carried out in early August reveals many other areas of corroding reinforcing where the ends of reinforcing bars are exposed. Some of these would appear to be due to poor fastening of the reinforcing prior to casting allowing the ends of the steel to contact the outer edge of the form. It would appear that these were covered with the thin coating of parging but now, after weathering, they are starting to be exposed to the weather and are now corroding. In a number of other instances, notably on the water table mouldings, where the piece of cast stone was required to be mitred to facilitate a return around a corner, the cast stone units were



saw cut to form the angle, sawing through the reinforcing steel as well Photo E26 - Steel corrosion under window as the concrete, and the exposed ends of the reinforcing steel were not <sup>sill</sup>, East Facade. cut back as recommended.

A similar problem of corrosion is seen with the lifting anchors used to facilitate handling and placing the cast stone units. These are fabricated of a mild steel which are currently corroding. These are exposed to the weather on headers and, in most cases, on the coping on the balustrades. In some instances, radial cracking is occurring indicating that either the concrete was of low strength when the units were handled or that the products of corrosion are expanding, causing the concrete to crack. These lifting devices should have been fabricated of stainless steel or have been recessed 40 mm within the cast stone unit and properly patched subsequent to installation.

It is interesting to note that the Project Architect issued site instructions to the contractor upon a number of occasions regarding



Photo N8 - Corroding lifting inserts and ends of reinforcing steel on coping.

the exposed ends of reinforcing steel and the exposed lifting devices. These were to be cut back and patched. Unfortunately, in the units observed, the work carried out consisted of a thin galvanized type coating, with or with out the thin parging, or was not carried out at all.

We must be concerned in the long term about the lifting devices and exposed bar ends which we cannot see. The project specifications, Section 04425, Cast Stone, Installation, Clause 3.2.7, state "Set stones plumb, true, level in full bed of mortar with vertical joints slushed full except here otherwise specified. Completely fill anchor, dowel and lifting holes." In no instance could we find a cast stone unit which was set in a full bed of mortar. The units were set upon plastic or wood shims and the joints subsequently finished with a pointing mortar. These joints are failing in many places due to poor bond with the cast stone units and the effects of thermal expansion and contraction on the hard mortar. Water is now free to enter these joints and contact the exposed reinforcing steel and lifting devices and we must expect future corrosion problems in areas which are currently hidden from view.

In some areas, the window sills consist of three pieces; two end pieces to be lugged into the clay masonry with a centre section cast of varying length to suit the window width. This has resulted in sills with two 'cold joints' which are now opening and closing due to concrete shrinkage and thermal effects. There appears to be reinforcing steel continuous across these joints. There is little question that, with time, water will penetrate these joints and initiate steel corrosion necessitating extensive repair or replacement of these units.

#### **Poor Concrete Quality**

In a number of locations the quality of the concrete was found to be so poor the surface could be scribed to a depth of 1/8" with a pen knife. The cast stone elements were literally 'blowing apart' when exposed to the elements, apparently after the surface parging has delaminated and ceased to provide an element of protection. The cause of the weak concrete is unknown and could only be determined through laboratory testing. The concrete mixture used in the fabrication of the cast stone contained a Type K cement, within the Rapid Set Non Shrink Grout. This cement is dependent upon the reaction between calcium sulfates and calcium aluminates within the cement to produce ettringite which expands and counteracts the shrinkage inherent in most concrete mixtures. If the concrete is cured at temperatures at or over about 70° C, this ettringite



Photo S9 - Poor quality concrete on coping. South facade above East Entrance.

formation can be delayed until moisture re-activates the process and the resultant expansion, confined within the hardened concrete, can cause rapid disintegration. Removal of cores and subsequent testing could provide an approximate strength and petrographic analysis could provide some indication as to the cause of the problem within the suspect cast stone units.

Of greater concern is the unknown regarding the extent of the weak concrete. If only restricted to a single batch in the precast plant, we could expect up to a half dozen pieces or more. It may be possible to check a large number of pieces of cast stone using the Schmidt Hammer but this test method may not be reliable due to the influence of the parging coating, and, in the case of smaller pieces of precast, a small cross section of concrete.

The weak, friable material is probably under a coating of parging which will, due to a poor substrate, fail in time. Water will contact the underlying materials with resultant exposure of the weaker material and corrosion of reinforcing steel.

#### **Fastening of Cast Stone to Structure**

Project specifications state that anchors used to fasten the cast stone to the structure were to be stainless steel. In most cases, this is what was used. It is evident from the photographs taken during the site investigation that stainless steel was not used to fasten the smaller detailing pieces, mouldings, etc., to the underlying larger sections of cast stone. The rusting ends of mild steel pins can be seen in many areas. Although the cross sectional



Scaling - Photo 30 - Failure of bond between acrylic resin and substrate. Note SS pin with no anchor resin.

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area of these fasteners is small, in the long term, as they corrode, they will lose their capacity to hold the pieces onto the structure.

During the scaling process of September 15, 2007, in the process of removing loose pieces which were considered at risk of falling, it was noted that a number of smaller pieces were fastened with a combination of an acrylic resin similar to Hilti HY150 (a methacrylate resin) in combination with stainless steel pins approximately 3/8" in diameter. In spite of these methods of fastening, the pieces were loose and warranted removal. In other instances, as illustrated by the units forming the stair posts, only the acrylic resin was used for fastening and this has failed.

Examination of the fastening methods revealed that:

(1) The resin had failed at one of the surfaces, having bonded well to a weak, friable surface that had not been fully prepared. In correspondence with Hilti Canada, we are advised that Hilti has no design data for the product when used in this manner. As far as Hilti is concerned, the HY150 product in not designed to be used as an adhesive between two pieces of concrete. A product designed as an adhesive between two pieces of hardened concrete, such as Sikadur 31 Hi Mod Gel, should have been used.

(2) In a number of cases, where the 3/8" diameter pins were encountered, it is evident that the pins were simply a 'friction fit' having been driven into the drilled holes without any anchoring resins being installed or, if resin was present, the holes had not been cleaned in a proper manner to permit bonding. We could expect pins inserted in this manner will continue to fail in the future.

(3) Concerns were raised regarding the fastening of the window sills. In a number of instances, sills and headers appear to have moved. Apart from the one sill which was previously found to have no



South Facade - Photo 19 - Failure of acrylic resin used to fasten cast stone to stair.

fastenings and was repaired, we found no sills without fastenings. We found however, a number of units which were not fastened back to the building but were fastened vertically to the unit below. As the repointing mortar provides no support, the lack of a mortar bed as specified is allowing these units to move, sometimes as much as <sup>1</sup>/<sub>2</sub>" inwards and outwards. While this may appear to be secure, it would require examination by a Structural Engineer to determine seismic safety.

### Parging

Parging is a process of applying a thin coat of sand/cement/water or sand cement/lime/water, with or without a bonding agent, to a masonry or concrete substrate. It differs from stucco only in thickness and, in the case of parging, in the number of coats required.



South Facade - Photo S74 - Failure of parging.

Page 5 of 9

The project specifications for cast stone make no mention of parging. Discussions with the Cast Stone Institute in the U.S. indicate that while parging is an acceptable method of carrying out repairs to cast stone, it is not normally acceptable as a method of making a high proportion of new work acceptable.

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From correspondence between the Architect and the Contractor, it would seem that the parging was accepted only when the desired colour and texture, as indicated by the standard set at the beginning of the project, were not consistently obtainable. The Architect states that, when the Contractor had problems producing the specified samples to match the original sand stone, a number of existing stones were selected to provide the required standard. Colour photographs taken at the time of construction indicate those cast stone problems with colour, texture, and casting defects (bugholes and casting and form lines), were noted and the Architect requested that a remedy be found. It would appear that the remedy was to parge the surfaces to provide a relatively uniform colour and texture. There is some evidence that, as the project completion dates approached, no attempt was made to create the desired finish through power washing and acid etching, instead, many cast stone pieces were simply installed and parged.

In some instances, the provision for cast stone was removed from the project and cast-in-place concrete was substituted, the surface parged and false joints scribed onto the surface to create the desired finish.

Most of the parging has performed well. Where it was applied over a surface that had been previously acid etched or power washed and cleaned, the bond seems good. Where it was applied over cast-in-place concrete or onto surfaces that had not been previously etched or prepared properly, we see bonding failures. Those areas which had previously failed and were subsequently repaired performed well as the tradesmen took some care to prepare the surfaces.

#### The Use of Infill Units

Around a number of windows the cast stone units did not make a proper fit back to the window casing. It was noted in the Architect's photographic record that these instances were noted. The solution used to correct the problem was to place a 'gap-filler', an infill piece about 1-1/2" in width, consisting of a light piece of material coated with a parging to bring the infill and the unit to an appearance matching the surrounding cast stone. The locations where the problem existed can be identified by a long, small crack in the parging where differential shrinkage and thermal effects have caused a failure. Other locations, where the cracking has not occurred can be identified by a 'hollow' sound upon tapping.



North Facade - Photo N15 - Infill at rear of sill has fallen into cavity leaving a gap about 1-1/2" for width of sill.

In some instances, notably on the north facade, an

infill piece was used to make up a lack depth of a window sill. On one window, as illustrated, the infill piece has fallen away leaving an open gap across the length of the sill; on other windows, the infill is evidenced as a crack across the rear of the sill. Other window sills along the upper floors of this facade have the same infill detail and, as cracks occur, future problems must be expected.

#### **Failure of Mortar Toppings**

Some window sills were installed with little or no outwards slope. In order to correct this, a thicker coat of parging, sloping outwards, was applied to the sills. In many cases the bond between the substrate and the parging has failed, allowing water to penetrate and lie below on the original sill. In addition, on most pediments, a mortar topping was applied to provide enough slope to shed water. Failure has occurred in these as well. Failure of these toppings can be attributed poor preparation and application procedures. We would suggest that, in the case of the pediment tops, a method of incorporating a membrane system into a visually acceptable surface finish be developed and applied.



South Facade - Photo S47 - Failure of topping on pediment at Main Entrance

#### Failure of Mortar in Joints

While the Cast Stone specifications, Section 04425, Clause 3.2.7 state "Set stones plumb, true, level in full bed of mortar with vertical joints slushed full except here otherwise specified. Completely fill anchor, dowel and lifting holes.", the mortar joints were generally not filled. Instead, units were set to a vertical position using plastic shims, mechanically attached to the underlying structure, and then the joints were finished to a depth of approximately 3/4" with a pointing mortar. In no instance, on the cast stone, could we find the specified "bed of mortar."

The Mortar and Grout specifications, Section 04100, Clause 3.2.3 state "For repointing brick, use mortar designation "N" with minimum 28 day compressive strength of 750 psi (5.1 MPa) and maximum compressible strength of 1600 psi (11 MPa)."

The mortar joints are failing in a number of places. This failure is exhibited by a complete loss of materials in sections of the joints and, from the mode of failure, indicates a loss of bond to the cast stone. This failure is limited to the cast stone masonry, the joints in the clay masonry appear to be performing well. The cause of failure of the joints in the cast stone may be due to stresses caused by thermal movements or due to the insertion of a mortar which appears far stronger than that as specified and noted above. What is not clear within the specifications what strength of mortar was to be used for the cast stone and whether that was to differ from that as used in the brick masonry.

#### **Thermal Movement**

Many horizontal joints have failed and cast stone units have moved due to what appears to be thermal effects. Horizontal joints, to be filled with a suitable elastic caulking material, were specified within the clay masonry around the building. In most cases, these exist with a few exceptions. Some joints were found to be filled with mortar and others, on the North facade, were found to be open. There was no provision made by the Contractor for vertical joints and problems related to thermal stresses can be found where cast stone has a strong vertical presence, notably the East, Main, and West entrance on the South facade. At the Main Entrance, vertical cracking at joints as well as horizontal displacement of cast stone units is evident.

#### **Remedial Action**

We have listed below some suggestions for action with a rough budget to carry out the works. The main difficulty with such a budget is that many individual problems may not have been detected and, in some areas, may not even become evident until a further number of years have passed. The actions decided upon may be designed to provide a short term solution of five to ten years or, alternately, may be in keeping with what is desirable in a building valued for its heritage aspects and aim for a building with minimum maintenance over the longer term - eighty to one hundred years.

Where steel can be readily removed and the patching made to match, as closely as possible the surrounding fabric, the cast stone units can be easily repaired at a modest cost. For example the sills along the lower floor of the South facade could be repaired for approximately \$20,000 after determination of a suitable repair mixture.

Other units, where risk and liability are at their greatest, notably the fine details at the entrances and the copings along the upper balustrades would best be completely replaced. The presence of corroding lifting inserts, cracks, suspect concrete quality, as well as the conditions of exposure would warrant these units being removed and replaced. This would also allow the replacement of questionable balusters. Budget would be about \$250,000.

Lift inserts that are currently visible on the tops of window headers would best be repaired using a membrane system to prevent water and oxygen form contacting the metals. The metals would have to be properly cleaned and primed and an elastic membrane applied and finished to be visually compatible with the building. As a similar solution is called for where we have failed toppings, the work could be carried out at the same time. Budget for this work would be in the order of \$35,000. Replacement of these membrane systems would have to be carried out every 15 to years as part of the Owner's maintenance plan.

All units currently fastened with the acrylic resin should be removed and replaced with new cast stone units as their performance in a seismic event is, subject to verification by a structural engineer, suspect. There are many of these comparatively small details around the building and unless they can be certified as being safe, a budget of \$250,000 must be set for removal and replacement.

Repointing of mortar joints must be carried out and, subject to verification by the Architect, it may be desirable to provide proper bedding joints with a weaker, more elastic mortar. To repoint just the cast stone portion of the Young Building, a budget of \$75,000 should be considered.

A number of questions cannot be fully answered until the opinion of a structural engineer as to stability has been obtained. The method of fastening some sills may require the development of alternate fastening methods. Corrosion of small pins may require the removal and replacement of many more details than anticipated above.

Upon completion of the above works, the building should be re-coated with a suitable water repellent. This material should be selected on the basis of its environmental safety (low VOCs) and percentage of solids. The higher percentage of solids, say 40%, provide the best value as application and access costs can be high. A budget of \$60,000 to \$70,000 should be allowed for this work.

As indicated above, there are many significant problems with the Young Building. Steel corrosion should not have been a maintenance problem for at least 30 to 40 years. Mortar joints should be maintenance free for 70 years or more. As noted, the Architect was aware of some of the potential problems and so advised the Contractor but, somewhere within the constructing system, a failure occurred and may problems were not properly rectified.

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We trust the above meets your requirements in this matter. Please feel free to call upon us at any time should you have any questions or feel the need for further clarification.

Ken Johnson Heritage Conservation (Dipl.) Master Mason Concrete Technologist

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D D NOTE: Other than problems with corrosion of coping lift inserts: No significant problems noted. С С 2510.91 St -В В А A Ken Johnson, Heritage Conservation 3904 Landis Place, Victoria, BC V8X 4C1 110 S11/25 Young Building, Camosun College, Cast Stone Investigation South Facade 11 C 11.32 SHEET 4 FIN-2014-00238 Page 21 3 2 4

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October 23, 2007

Mr. Carl E. Peterson Carl E. Peterson Architect Inc. 1367 Hampshire Road Victoria, BC V85 4T4 Mr. Bill Johnson President Farmer Construction Ltd. 2925 Douglas Street Victoria, BC V8W 2R5 Mr. Brent Knelson President Mid-Island Masonry & Contracting Ltd. PO Box 466 Ladysmith, BC VOR 2E0

#### Re: Camosun College Young Building

Gentlemen:

I enclose a copy of the report we received from Ken Johnson on October 13, 2007.

This report was a follow up to concerns most recently raised in April 2007 when the following parties - Carl Peterson, Bill Johnson and Bill Elzinga of Farmer Construction, Brent Knelson of Mid Island Masonry and Ian Tol of Camosun College - carried out a visual inspection of the property and agreed that the next step was to obtain an independent third party to conduct a review and make recommendations.

The report finds significant deficiencies in the cast stone units and estimates that the remedial work (in addition to normal maintenance) could cost in the \$700,000 range.

I am concerned about the extent of the deficiencies identified and that the estimated remediation cost is based upon what has been found to date. There is clearly the potential for further remediation work being identified as required as there are areas that have not yet been fully investigated and other professional expertise has not yet been asked to provide their assessment and recommendations.

The issue has become a significant one for the College and our Board of Governors and the college community has been advised that there is a problem with the Young Building exterior which we are working on addressing.

I look forward to hearing from you regarding any proposed solutions to the identified problems.

Yours truly,

Peter Lockie Chief Financial Officer

Encl.

c. Marian Miszkiel, Director, Physical Resources Ian Tol, Associate Director, Physical Resources

be David Mulroney

3100 Foul Bay Road, Victoria, B.C. V8P 512 LANSDOWNE CAMPUS 4461 Interurbar Road 200 BB.C. V9E 2C1

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From: McGuigan, Ed L FIN:EX Sent: Friday, October 19, 2007 1:28 PM To: Loveday, Blair E FIN:EX Subject: FW: Camosun College Young Building

Ed L. McGuigan Senior Risk Management Consultant Risk Management Branch, Ministry of Finance ? Email:? <u>ed.mcguigan@gov.bc.ca</u> Phone: (250) 952-0864 Fax:(250) 953-3050

 From:
 Loveday, Blair E FIN:EX

 Sent:
 Friday, October 19, 2007 9:51 AM

 To:
 McGuigan, Ed L FIN:EX

 Subject:
 RE: Camosun College
 Young Building

I've opened event # 041283 on this. Looks like no claim (faulty work etc) but I've offered assistance with selection of counsel and building envelope specialists, if they want it.

Can you send me Peter Locke's email address?

В

lockie@camosun.bc.ca

From: McGuigan, Ed L FIN:EX Sent: Thursday, October 18, 2007 9:01 AM To: Loveday, Blair E FIN:EX Subject: FW: Camosun College Young Building

This is what I sent to Kim I have not yet found your note to me.

Ed L. McGuigan Senior Risk Management Consultant Risk Management Branch, Ministry of Finance ? Email:? <u>ed.mcguigan@gov.bc.ca</u> Phone: (250) 952-0864 Fax:(250) 953-3050 From: McGuigan, Ed L FIN:EX Sent: Tuesday, September 18, 2007 2:01 PM To: Oldham, Kim L FIN:EX Subject: Camosun College Young Building

I had a call from Camosun About seven years ago they did a major renovation the Young Building, \$7,000,000 They NOW think they have a problem with some of the stone work that was done. I confirmed that faulty workmanship was not covered. He is going to have the building inspected and may be calling us for advice on how to proceed.

Ed L. McGuigan Senior Risk Management Consultant Risk Management Branch, Ministry of Finance ? Email:? <u>ed.mcguigan@gov.bc.ca</u> Phone: (250) 952-0864 Fax:(250) 953-3050

# Loveday, Blair E FIN:EX

From:	Loveday, Blair E FIN:EX
Sent:	Friday, November 23, 2007 11:00 AM
To:	Smith, Gary FIN:EX
Subject:	RE: Camosun; Young building - Building Envelope Failure; Event - 041283

It's always a consideration. In this case, because the vast majority of their losses are strictly a construction contract issue, we won't get involved. If we had a claim payout and were prepared to subrogation, then we would probably offer to manage their litigation as well...probably splitting the costs pro-rata.

From:	Smith, Gary FIN:EX
Sent:	Friday, November 23, 2007 10:49 AM
To:	Loveday, Blair E FIN:EX
Subject:	RE: Camosun; Young building - Building Envelope Failure; Event - 041283

Quick question:

Do we as a branch do anything re: the possible litigation or because it's not covered do we just stand aside?

Thanks

Gary Smith Risk Management Branch

Phone: (250) 952-0834 E-mail: Gary.X.Smith@gov.bc.ca

 From:
 Loveday, Blair E FIN:EX

 Sent:
 Friday, November 23, 2007 10:23 AM

 To:
 McGuigan, Ed L FIN:EX

 Subject:
 Camosun; Young building - Building Envelope Failure; Event - 041283

Hi Eddie,

Just to keep you up to date, here's my recent advice to the college ...

Hi Peter,

Thank you for sending me the report from Ken Johnson. The damages he described all fall under the categories of faulty design and/or workmanship, which are excluded from coverage under UCIPP.

s13

s13

Please keep me in the loop on this, Peter. We may be able to offer further assistance.

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Blair Loveday Senior Claims Examiner Phone - 250-952-0841 Fax - 250-356-0661

PO Box 9405 Stn Prov Govt Victoria BC V8W 9V1 (

FIN-2014-00238 Page 41

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Peter L	Lockie	a ana ang kang kang kang kang kang kang	
From:	Peter Lockie		
Sent:	Friday, May 16, 2008 3:44 PM		
То:	'Blair.Loveday@gov.bc.ca'		
Subject	t: Camosun College (Young Building update		
Coodo	thermoon Plair		
G000 a	inemoon blair,		

I thought that it was timely to provide you with an update on the Young Building situation.

We have engaged David Mulroney to do some preliminary investigation work around whether we have a claim or not. At this stage, he has reviewed all of the documentation that we have and is working directly with the independent stone mason that we commissioned to review the building last year. The expectation is that these discussions and possibly further work will assist in identifying the cause of the premature failure and its remedy. Structural engineering expertise or some other expertise may be required to assist in informing this assessment. David is well aware of the time limitations on any claim that might result.

In parallel, we have contracted with a firm to instal protective hoarding around all entrances and exits over the next few weeks in order to continue to demonstrate that we have taken all reasonable safety precautions to allow us to continue to use the building. The unknown timing of when the problem will be fully diagnosed and a solution designed and implemented has led us to take this additional step.

I will keep you informed of any new developments as they occur,

Peter

Peter Lockie Vice President, Administration and Chief Financial Officer Camosun College 3100 Foul Bay Road Victoria, BC V8P 5J2

Phone (250) 370 3037 Fax (250) 370 3663 email <u>lockie@camosun.bc.ca</u> Page 1 of 1

# **Rosemary Smedley**

From:Rosemary SmedleySent:November-20-08 11:46 AMTo:Loveday, Blair E FIN:EXCc:Peter LockieSubject:Camosun College – Young Building UpdateAttachments:Filed Writ & Statement of Claim.pdf

Sent on behalf of Peter Lockie:

Good morning, Blair.

To follow up on my e-mail of May 16, 2008, attached is a copy of the filed Writ of Summons and Statement of Claim that David Mulroney has submitted on behalf of Camosun College.

I also wanted to confirm that the protective hoarding around all entrances and exits of the Young Building was completed prior to the summer.

Diagnosis of the building problem is continuing.

Regards, Peter Lockie VP Administration/CFO

# **Peter Lockie**

From:Loveday, Blair E FIN:EX [Blair.Loveday@gov.bc.ca]Sent:Friday, November 21, 2008 8:38 AMTo:Rosemary SmedleyCc:Peter LockieSubject:RE: Camosun College - Young Building Update; Event - 041283

Hi Peter,

Thanks for sending the Pleadings over. They look fine.

You should be aware that damage from water ingress is covered under UCIPP, if you wish to make a claim....although it will be very difficult to separate the costs from those stemming from from faulty workmanship (which is not covered).

Let me know if you want to make a claim, or if you'll just carry on and claim everything from the contactor.

Regards,

Blair Loveday Senior Claims Examiner Phone - 250-952-0841 Fax - 250-356-0661 PO Box 9405 Sin Prov Govt Victoria BC V8W 9V1

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From: Rosemary Smedley [mailto:SmedleyR@camosun.bc.ca] Sent: Thursday, November 20, 2008 11:46 AM To: Loveday, Blair E FIN:EX Cc: XT:Lockie, Peter FIN:IN Subject: Camosun College - Young Building Update

Sent on behalf of Peter Lockie:

Good morning, Blair.

To follow up on my e-mail of May 16, 2008, attached is a copy of the filed Writ of Summons and Statement of Claim that David Mulroney has submitted on behalf of Camosun College.

I also wanted to confirm that the protective hoarding around all entrances and exits of the Young Building was completed prior to the summer.

Diagnosis of the building problem is continuing.

![](_page_44_Picture_0.jpeg)

February 6, 2012

Mr. Blair Loveday Senior Claims Examiner Risk Management Branch PO BOX 9405 STN PROV GOVT Victoria BC V8W 9V1

# CONFIDENTIAL

Dear Mr. Loveday:

I am writing today to provide you with an update on the Young Building at the Lansdowne Campus of Camosun College as a follow up to our correspondence over the past several years.

As previously noted, David Mulroney of Mulroney & Company is representing us in this matter and has been working on building the case for this claim.

As a result of Mr. Mulroney's lodging of the original claim and his subsequent work, a secondary lawsuit (attached) was lodged in May 2011 which includes the engineering professionals. There are seven parties named as defendants, all of whom have lodged their defences against the claim. Mr. Mulroney is currently making application to consolidate this secondary action with the original action against the general contractor and architect.

Once the application process to consolidate the actions has been completed, we expect to begin scheduling examinations for discovery of the defendants. We will consider setting a date for trial before the discoveries are complete. We have been advised that the actual trial date could be several years away and that the trial itself will be a lengthy and expensive undertaking. We will of course be exploring all opportunities to obtain an early settlement.

Independent of the legal actions, Camosun is initiating the development of a remediation plan for the building. The first step in the plan will be to define a scope of work and obtain a cost estimate. The college will be unable to undertake this remediation without provincial funding.

I will continue to keep you informed of any significant developments; please feel free to contact me should you have any questions.

Yours truly,

Peter Lockie Vice President Administration and Chief Financial Officer

Attach.

c. Mr. Joe Thompson, Acting Deputy Minister and EFO, Ministry of Advanced Education

Page 45

www.camosun.bc.ca

# **Rosemary Smedley**

From:Peter LockieSent:February-15-12 3:22 PMTo:Rosemary SmedleySubject:FW: Camosun - Landsdowne Young building Defects; UCIPP File - 041283

For Young Building file

From: Loveday, Blair E FIN:EX [mailto:Blair.Loveday@gov.bc.ca] Sent: Wednesday, February 15, 2012 3:19 PM To: Peter Lockie Subject: Camosun - Landsdowne Young building Defects; UCIPP File - 041283

Hi Peter,

Thank you for updating me on the litigation against the Designers. I've reviewed the Pleadings, and am still of the view that none of your losses fall within UCIPP coverage. Perhaps though, you could send me the Pleadings against the contractors and I will give them a scan as well.

s13

Regards,

Blair Loveday

Senior Claims Examiner

Phone - 250-952-0841 Fax - 250-356-0661 PO Box 9405 Stn Prov Govt Victoria BC V8W 9V1

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![](_page_46_Picture_0.jpeg)

March 22, 2013

Mr. Blair Loveday Senior Claims Examiner Risk Management Branch PO BOX 9405 STN PROV GOVT Victoria BC V8W 9V1

# CONFIDENTIAL

Dear Mr. Loveday:

I am writing today to provide you with an update on the Young Building at the Lansdowne Campus of Camosun College as a follow up to our correspondence over the past several years.

As previously noted, David Mulroney of Mulroney & Company is representing us in this matter and has been working on building the case for this claim.

As a result of Mr. Mulroney's lodging of the original claim and his subsequent work, a secondary lawsuit was lodged in May 2011 which includes the engineering professionals. There are seven parties named as defendants, all of whom have lodged their defences against the claim.

We have successfully applied to hear all actions at the same time and expect to begin scheduling examinations for discovery of the defendants. We will consider setting a date for trial before the discoveries are complete. We have been advised that the actual trial date could be several years away and that the trial itself will be a lengthy and expensive undertaking. We will of course be exploring all opportunities to obtain an early settlement.

Independent of the legal actions, Camosun initiated an assessment of the envelope of the building. It estimates the probable remediation cost at \$13 million. We have shared the report with representatives of the Ministry of Advanced Education, Innovation and Technology. We have now engaged a firm to design and cost the remediation solution. The college will be unable to undertake this remediation without provincial funding.

I will continue to keep you informed of any significant developments; please feel free to contact me should you have any questions.

Yours truly,

Peter Lockie Vice President, Administration and Chief Financial Officer

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### **Rosemary Smedley**

From:	Loveday, Blair E FIN:EX <blair.loveday@gov.bc.ca></blair.loveday@gov.bc.ca>
Sent:	April-17-13 11:09 AM
То:	Rosemary Smedley
Cc:	Peter Lockie
Subject:	RE: Update on Camosun's Young Building; UCIPP File - 041283
Sensitivity:	Confidential

Sensitivity:

Peter and Rosemary,

Thank you for the update.

This type of issue has typically been settled in Mediation. Hopefully, you will be able to achieve a reasonable settlement by that means, at a cost much lower than a Trial. Good Luck.

Thanks...and regards,

Blair Loveday

Senior Claims Examiner Phone - 250-952-0841 Fax - 250-356-0661 PO Box 9405 Stn Prov Govt Victoria BC V8W 9V1

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From: Rosemary Smedley [mailto:SmedleyR@camosun.bc.ca] Sent: Friday, March 22, 2013 3:44 PM To: Loveday, Blair E FIN:EX Cc: XT:Lockie, Peter FIN:IN Subject: Update on Camosun's Young Building Sensitivity: Confidential

Good afternoon, Blair.

The attached is sent on behalf of Peter Lockie.

Regards,

Rosemary

**Rosemary Smedley Executive Assistant to** the Vice President, Administration Camosun College 3100 Foul Bay Road