



November 11, 2019

REPORT NO.: 2019-13787
FILE NO.: 10269-S0197 GEO

Attention: Mr. Rosalind Minaji, MCIP RPP
Coordinator of Development Review
Community Planning Department
City of Burlington
426 Brant Street
Burlington L7R 3Z6

Email: (2 Pages)

Dear Mr. Minaji,

RE: REVISED GEOTECHNICAL INVESTIGATION
Report Reference No. 10923R, Dated November 11, 2019
418 and 422 Guelph Line
Burlington, Ontario

Sola Engineering Inc. (Sola) was requested by Weston Consulting on behalf of Valour Capital Management Inc. (the "Client") to provide reliance to Community Planning Department of the City of Burlington on the following report:

- Revised Geotechnical Investigation, Proposed Residential Development, 418 and 422 Guelph Line, Ontario, dated November 11, 2019, initially prepared for Valour Capital Management Inc. c/o S2S Environmental Inc.

Sola consents and agrees that Community Planning Department of the City of Burlington (and its designated engineers and officers) may rely upon the facts and engineering opinions set out in the above noted report to the same extent as the Client, for whom it was prepared. This reliance authorization for Community Planning Department of the City of Burlington is subject to the *Statement of Limitations*, terms, and conditions set out in the above noted report.

I trust the above reliance meets your current requirements. Should you have any questions, or require additional information, please do not hesitate to contact our office.

Yours truly,

SOLA ENGINEERING INC.

Bill Feng, P. Eng.
Chief Engineer

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Distribution: (1 PDF Copy) Addressee
(1 PDF Copy) Mr. Martin Quarcoopome (Weston Consulting)



STATEMENT OF LIMITATIONS

Standard of Care and Basis of this Report

Sola Engineering Inc. ("Sola Engineering") has prepared this report in a manner consistent with generally accepted engineering and/or environmental practices in the jurisdiction in which the specified services were provided. The information and conclusions set out in this report reflects Sola Engineering's best professional judgment in light of the information available to Sola Engineering at the time of preparation. Sola Engineering disclaims any and all warranties, express or implied, including without limitation any warranty of merchantability and/or fitness for a particular purpose, and makes no representations concerning the legal effect, interpretation or significance of this report or the information, conclusions or recommendations contained in it.

The conclusions and recommendations provided in this report have been prepared in relation to the specified site (the "Site") and the proposed project (the "Project"), as described by the Client to Sola Engineering. Given the nature of the work undertaken by Sola Engineering as part of this report, the Client acknowledges that ground conditions may vary over distances and may change over time. Should there arise any changes to the conditions of the Site or the Project (as to purpose or design), Sola Engineering is to be notified within a reasonable period of time, and in any event within 24 hours of the Client's learning of such changes, so as to give Sola Engineering an opportunity to review and revise this report in light of such changes. Sola Engineering accepts no liability or responsibility for any use of this report or reliance on this report following any changes to the conditions of the Site or the Project.

The scope of professional services provided by Sola Engineering for the Project are as set out in this report. Should such services be limited to those of a geotechnical nature, Sola Engineering shall not be held liable or responsible for any environmental services that may be required, nor shall this report be interpreted to reflect any environmental aspects of the Project. Alternatively, should such services be limited to those of an environmental nature, Sola Engineering shall not be held liable or responsible for any geotechnical services that may be required, nor shall this report be interpreted to reflect any geotechnical aspects of the Project.

This report is not intended to provide recommendations for possible future conditions or use of the Site or adjoining properties. Should the need arise for such recommendations Sola Engineering may need to conduct further investigations.

Use of this Report

This report is intended to be read and used in its entirety. No reliance may be made upon any individual portion or section of this report without reference to the entire report as a whole. In preparing this report, Sola Engineering has relied on information, instructions and communications given by the Client to Sola Engineering, the applicability, truth and accuracy of which is the sole responsibility of the Client.

This report with the information, sampling data, analysis, conclusions and recommendations contained in it (if any), has been prepared for and may only be used by the Client and only for the specific purpose as specified by the Client to Sola Engineering in connection with the Project. Without prior written consent from Sola Engineering, use of this report or any portion thereof by any person or entity other than the Client, or for any purpose other than as communicated by the Client to Sola Engineering, is strictly prohibited. Sola Engineering accepts no liability or responsibility for the unauthorized use of this report. This report and all documents that form part of it are the sole property of Sola Engineering. Sola Engineering relies on and retains any and all intellectual property rights it has in this report, including any copyright to which it is entitled. The Client shall not give, lend or sell this report, or any portion thereof, to any entity, person or association without the express prior written consent of Sola Engineering. This report and the information contained herein shall be treated as strictly confidential.

The contents of this report, inclusive of Sola Engineering's conclusions and recommendations in relation to the Project, are intended only for the guidance of the Client in carrying out the specified services for the Project, as described by the Client to Sola Engineering. Accordingly, Sola Engineering does not accept any liability or responsibility for any inaccuracy contained in this report arising as a result of or in any way connected with any exclusion, oversight or falsification of the information provided to Sola Engineering by the Client. This report, including the effect of the subsurface conditions as described in this report, is to be interpreted at the risk and discretion of the Client and any contractors or others bidding on or undertaking contractual work to be performed as part of the Project who may come into possession of or learn of this report or its contents. It is exigent that all contractors bidding or undertaking the work are to rely on their own interpretations of the data contained in this report in addition to their own investigations and conclusions. Sola Engineering shall not be held liable or responsible for any interpretation of or conclusions that may be drawn from the data or information contained in this report.

The information, recommendations and conclusions presented in this report are based on Sola Engineering's interpretation of conditions revealed through the limited investigation conducted within a defined scope of services. In no event will Sola Engineering be held responsible or liable to the Client or any other person or entity for any special, indirect, incidental, punitive or consequential loss or damage (including, loss of use, lost profits or expenses incurred) resulting from or in any way related to the independent interpretations, interpolations, conclusions or decisions of the Client or any other person or entity, based on the information contained in this report. The restriction of liability includes but is not limited to decisions made to develop, purchase or sell land.

Notwithstanding the exclusions of liability contained herein but without in any way limiting their effect or generality, if there is found to be any finding of liability or responsibility whatsoever on the part of Sola Engineering which in any way relates to or arises from this report, or the information, conclusions or recommendations contained in it, such liability and/or responsibility shall cease and forever be extinguished from and after the date which is two (2) years from the date of this report. In no event shall any liability or responsibility of Sola Engineering exceed the fees charged by Sola Engineering to the Client for the preparation of this report (excluding any arms' length disbursements or expenditures made or incurred by Sola Engineering as a result thereof and reimbursed by the Client).

Site Conditions

The material conditions, classifications, conclusions and recommendations contained in this report were based on the site conditions observed or tested by Sola Engineering or otherwise communicated to Sola Engineering by the Client. The description, identification and classification of soils, rocks, chemical contamination and other materials have been made based on limited investigations, sampling and testing of materials performed by Sola Engineering and its qualified representatives in reliance on the use of relevant or applicable equipment, all in accordance with commonly acceptable standards in the geotechnical and/or environmental disciplines. Accordingly, this report may include assumptions of conditions which are based on discrete sample locations and thus some conditions may not have been detected. The Client accepts all liability and risk for the use of this report and the information and data contained in it. Sola Engineering shall not be held liable or responsible for any conditions beyond the scope of tests conducted on samples of the subsurface and soil conditions of the subject property as set out in this report.

For clarity, the Client acknowledges and accepts that unique risks exist whenever engineering or related disciplines are applied to identify subsurface conditions and even a comprehensive sampling and testing program may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical and hydrogeological conditions that Sola Engineering interprets to exist between sampling points may differ from those that actually exist. As a result, the Client acknowledges and accepts that because of the inherent uncertainties in subsurface evaluations, unanticipated underground conditions may occur or become known subsequent to Sola Engineering's investigation that could affect conclusions, recommendations, total Project cost and/or execution.

Indemnification of Risk

Though Sola Engineering adheres to the highest degree of integrity and employs due diligence in limiting the potential release of toxins and hazardous substances, the risk of accidental release of such substances is a possibility when providing geotechnical and environmental services.

In consideration of the provision of services by Sola Engineering, the Client agrees to defend, indemnify and hold Sola Engineering and its employees and agents harmless from and against any and all claims, liabilities, damages, causes of action, judgments, costs or expenses (including reasonable legal fees and disbursements), resulting from or arising by reason of the death or bodily injury to persons, damage to property, or other loss, whether related to an accidental release of pollutants or hazardous substances occurring as a result of carrying out this Project or otherwise, and whether or not resulting from Sola Engineering's negligent actions or omissions. This indemnification shall include and extend to any and all third party claims brought or threatened against Sola Engineering under any federal or provincial law or statute as a result of Sola Engineering conducting work on the Project. In addition to and notwithstanding the foregoing, the Client further agrees to unconditionally and irrevocably release Sola Engineering from, and not to bring any claims against Sola Engineering in connection with, any of the aforementioned claims or causes.

Subconsultants and Contractor Services

In conjunction with the services provided by Sola Engineering's own employees, external services provided by other persons or entities that are specializing in services other than those offered by Sola Engineering, such as drilling, excavation and laboratory testing, are often employed in order to carry out the defined scope of work. If such external services have been employed for this Project, the Client acknowledges that Sola Engineering is not in any way liable or responsible for any costs, claims or damages in relation to the services rendered by such other persons or entities or payment therefor, nor shall Sola Engineering be liable or responsible for damages for errors, omissions or negligence caused by such other persons or entities while providing such external services.

Work and Job Site Safety

Sola Engineering shall be responsible only for its activities and that of its employees on the Site. Sola Engineering shall not direct any of the fieldwork nor the work of any other person or entity on the Project. The presence of Sola Engineering staff on the Site does not relieve the Client or any contractor on the Site from their responsibilities pertaining to site safety. The Client at all times retains any and all responsibility for the safety of those individuals present on the Site and/or working on the Project, including Sola Engineering's employees.