



Vancouver Island
400 – 844 Courtney Street
Victoria, BC V8W 1C4
T 250 595 4223

August 11, 2025

Ben Martin
Director of Infrastructure Services
District of North Saanich
1620 Mills Road
North Saanich, BC V8L 5S9

Dear Mr. Martin:

**RE: DISTRICT OF NORTH SAANICH
Chalet Creek Culvert Replacement – Detailed Design and Construction Services
Our File 2148.025-120**

Kerr Wood Leidal Associates Ltd. (KWL) is pleased to provide the District of North Saanich (District) with this proposal for engineering services to complete detailed design and construction services for replacement of the Chalet Creek culvert at West Saanich Road. Subconsultant services for topographic survey, arborist assessment, environmental components and geotechnical engineering have also been included.

Currently this crossing consists of a 600 mm diameter culvert compromised of one section of wood-stave pipe between two sections of reinforced concrete pipes. The wood-stave pipe and concrete pipes are in poor condition and if not replaced in the near term could fail and destabilize the embankment or West Saanich Road.

KWL has already prepared a preliminary design for replacement of the culvert that will provide adequate capacity for conveyance of existing and future design storm and peak flow events. In such case, a workplan is provided for the next phases of work to replace the culvert.

Scope

As such we propose the following project tasks for this phase of the project.

Table 1: Proposed Work Plan

Item	Task	Description	Deliverables
A-01	Project Management	<ul style="list-style-type: none"> Ongoing project management, team coordination, monthly invoicing, and reporting. Progress meetings with District staff. Coordinate with the District's environmental consultant for submission of permitting applications. Assist the District with coordination for protection of the CRD transmission main and Fortis gas main. 	<ul style="list-style-type: none"> Monthly Budget and Progress Update Letter Meeting Minutes
A-02	Topographic Survey	<ul style="list-style-type: none"> Complete a detailed topographic survey of the project area including 15 m upstream and downstream of the creek crossing and relevant information within the adjacent property lines. 	<ul style="list-style-type: none"> CAD survey file



Item	Task	Description	Deliverables
A-03	Tree Assessment	<ul style="list-style-type: none"> Field assessment and tree inventory. Arborist report including construction impact assessment and tree numbering identification of trees to be preserved. 	<ul style="list-style-type: none"> Arborist report
A-04	Geotechnical Investigation	<ul style="list-style-type: none"> Complete a drilling investigation program to inform the design and construction works. 	<ul style="list-style-type: none"> Geotechnical report
A-05	Environmental	<ul style="list-style-type: none"> Development of an Environmental Management Plan. Input on the engineering design. Permit applications (WSA Section 11, DFO Review, and fish salvage). Nesting survey. 	<ul style="list-style-type: none"> Environmental Management Plan Permit applications
A-06	Detailed Design Drawings (90%)	<ul style="list-style-type: none"> Update the current preliminary design and baseplan drawing with the topographic survey, geotechnical and arborist data as needed. Prepare design drawings including further detailed plan and profile drawings, project specific detail sheets and general notes for construction. 	<ul style="list-style-type: none"> 90% Detailed Design Drawings
A-07	Cost Estimate	<ul style="list-style-type: none"> Prepare a Class A cost estimate with current pricing for all aspects of the project. 	<ul style="list-style-type: none"> Class A Cost Estimate
A-08	Design Basis Memorandum	<ul style="list-style-type: none"> Update the Design Basis Technical Memorandum prepared at the preliminary design stage. 	<ul style="list-style-type: none"> Updated Design Basis Technical Memorandum
A-09	Review Meeting	<ul style="list-style-type: none"> Review 90% Design with District Staff. 	<ul style="list-style-type: none"> Meeting Minutes
A-10	100% Drawings and Design Basis Technical Memorandum	<ul style="list-style-type: none"> Update the design drawings with comments from the District. Prepare 100% design drawing package. Finalize the Design Basis Technical Memorandum. 	<ul style="list-style-type: none"> 100% Detailed Design Drawings. Final Design Basis Technical Memorandum
A-11	Tender Period	<ul style="list-style-type: none"> Prepare project specific specifications and tender documents in MMCD format. Assist the District with responding to questions during the tender period. Review tender submissions and provide a recommendation of award letter. 	<ul style="list-style-type: none"> Specifications and Tender documents Award Letter



Item	Task	Description	Deliverables
A-12	Construction Services	<ul style="list-style-type: none"> Prepare an Issue for Construction drawing set. Provide Contract Administration and site inspection services during construction. Coordinate with the Contractor, Subconsultants, and District to ensure the works are completed as per the contract documents and associated permits. Prepare a deficiency list at Substantial Performance and coordinate completion of works to issue Total Performance. 	<ul style="list-style-type: none"> Signed and Sealed IFC Drawings Weekly Field Reports Construction Completion Documents as per MMCD
A-13	Post Construction	<ul style="list-style-type: none"> Prepare record drawings based on contractor redline markups. Conduct a 1-year warrantee review. 	<ul style="list-style-type: none"> Record Drawings

Project Team

KWL’s project team includes:

- Stephen Bridger – Project Manager;
- Ryan Lesyshen – Technical Reviewer;
- Sam Eichenberger – Project Engineer;
- Mike Moody – CAD Technician; and
- Andrea Herd – Engineering Assistant.

Subconsultants include:

- Survey – Wey Meyenburg Land Surveying Inc;
- Arborist – Talmack Urban Forestry Consultants Ltd; and
- Geotechnical – Thurber Engineering Ltd.
- Environmental – Swell Environmental Consulting Ltd.

Schedule

We are prepared to commence work immediately upon notice to proceed and anticipate the work to be completed based on the approximate schedule noted below.

- | | |
|---|-------------------------|
| • Coordination of survey, arborist, and geotechnical work | August - September 2025 |
| • 90% Detailed design submission | October 2025 |
| • 100% Design package | December 2025 |
| • Tender package and tender period | March 2025 |
| • Construction services | June - August 2025 |
| • Project completion | September 2025 |



Assumptions

The following assumptions are noted for the proposed workplan and budget:

- North Saanich will lead the coordination with CRD and other third-party utilities for design review and during the construction period with support from KWL.
- Additional permitting under the Heritage Conservation Act is not required.
- North Saanich will notify the residents of the works as needed.
- The KWL construction services level of effort is based on a six-week construction duration and includes part-time field review services.
- Geotechnical engineering services during construction include an allowance for periodic quality assurance only.
- Environmental service during construction includes an allowance for 2 site visits per week for the anticipated 6-week construction period.
- Arborist and topographic survey services during the construction phase have not been included.

Engineering Budget

The upset budget estimate is \$115,890 excluding GST.

A breakdown of the budget and the estimated level of effort for each task in the scope of work are attached. Invoices will be issued monthly, based on actual hours worked. When additional tasks are required by project conditions or the Client, the impact on the budget will be identified to the Client prior to commencing the work whenever possible, or as soon as reasonably possible.

Terms of Engagement

This submission constitutes a short form Engineering Agreement. We will undertake the assignment based on the Professional Services Agreement (attached). This letter forms Appendix A of that agreement.

The project work will be completed based on the information available at the time of its completion and as appropriate for the project scope of work. Services will be performed in a manner consistent with that level and skill ordinarily exercised by members of the engineering profession currently practising under similar conditions.

The work will conform to the following standards:

- District of North Saanich Bylaws; and
- MMCD.

We trust that this proposal serves your needs. Please sign and return the Professional Services Agreement to initiate the work.



If you have any questions or require clarifications, please contact the undersigned to discuss.

Yours truly,

KERR WOOD LEIDAL ASSOCIATES LTD.

Stephen Bridger, P.Eng.
Project Manager

SAB/aah

- Encls.: Detailed Estimated Level of Effort and Fees
Appendix A: Arborist Proposal
Appendix B: Geotechnical Proposal
Appendix C: Environmental Proposal
Appendix D: Professional Services Agreement

Proprietary and Confidentiality Notice

This document is submitted in confidence as provided under Section 21 of the Freedom of Information and Protection of Privacy Act (BC). Kerr Wood Leidal Associates Ltd. considers the information contained in this document to be proprietary. District of North Saanich shall not disclose this document to any other party and shall not duplicate or use it, in whole or in part, for any purpose other than to evaluate the document itself.

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Detailed Estimated Level of Effort and Fees

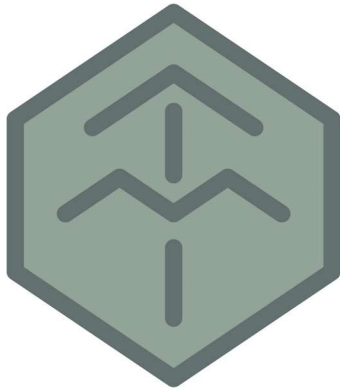
Phase/ Task	Task Description	Estimated Hours (Hourly Rate)					Subtotals		Expenses (KWL) 5%	(Sub-consultant)						Totals	
		Project Manager S. Bridger 249	Technical Review R. Lesyshen 249	Project Engineer/ Contract Administrator S. Eichenberger 217	CAD Designer/ Field Inspector M. Moody 194	Project Assistant A. Herd 100	Hours (KWL)	Fees (KWL)		Survey Wey Meyenburg \$	Arborist Talmack \$	Environmental Swell \$	Geotech Thurber \$	Fees	Expenses		
A Chalet Creek Culvert Replacement - Design and Construction																	
A-01	Project Management and Staff Coordination	36	1	1	1	6	45	\$10,224	\$511	\$0	\$0	\$0	\$0	\$0	\$0	\$10,735	
A-02	Topographic Survey	1	0	0	2	0	3	\$637	\$32	\$2,300	\$0	\$0	\$0	\$2,300	\$0	\$2,969	
A-03	Tree Assessment	1	0	0	1	0	2	\$443	\$22	\$0	\$3,080	\$0	\$0	\$3,080	\$0	\$3,545	
A-04	Geotechnical Investigation	2	0	0	2	0	4	\$886	\$44	\$0	\$0	\$0	\$10,700	\$10,700	\$6,000	\$17,630	
A-05	Environmental Design Input and Permitting	1	0	2	0	0	3	\$683	\$34	\$0	\$0	\$5,460	\$0	\$5,460	\$0	\$6,177	
A-06	Detailed Design Drawings (90%)	1	2	8	24	0	35	\$7,139	\$357	\$0	\$0	\$0	\$0	\$0	\$0	\$7,496	
A-07	Cost Estimate	0	1	2	2	0	5	\$1,071	\$54	\$0	\$0	\$0	\$0	\$0	\$0	\$1,125	
A-08	Design Basis Memorandum	2	1	6	0	1	10	\$2,149	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$2,256	
A-09	Review Meeting	1	0	1	1	0	3	\$660	\$33	\$0	\$0	\$0	\$0	\$0	\$0	\$693	
A-10	100% Drawings and Design Basis Tech Memo	1	1	4	12	1	19	\$3,794	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$3,984	
A-11	Tender Period	2	2	12	4	1	21	\$4,476	\$224	\$0	\$0	\$0	\$0	\$0	\$0	\$4,700	
A-12	Construction Services	8	2	24	120	0	154	\$30,978	\$1,549	\$0	\$600	\$12,873	\$3,300	\$16,773	\$0	\$49,300	
A-13	Post Construction	2	0	4	8	0	14	\$2,918	\$146	\$0	\$0	\$0	\$0	\$0	\$0	\$3,064	
Project Sub-Total		58	10	64	177	9	318	\$66,058	\$3,303	\$2,300	\$3,680	\$18,333	\$14,000	\$38,313	\$6,000	\$113,674	
															Subconsultant Markup: '= @ 5%		\$2,216
															Estimated Total (excluding taxes)		\$115,890

\\kwl.ca\projects\2100-2199\2148-025\120-Proposal\20250811_ChaletCreek_DesignConstruction_Budget.xlsx|Budget

Appendix A

Arborist Proposal

Talmack Urban Forestry Consultants Limited



TALMACK

URBAN FORESTRY

— Consultants Limited —

July 14, 2025

KWL
Attn: Stephen Bridger

Re: Chalet Creek Culvert Replacement

Talmack Urban Forestry Consultants Ltd. is pleased to provide this quotation for consulting arborist services related to the above-noted development project.

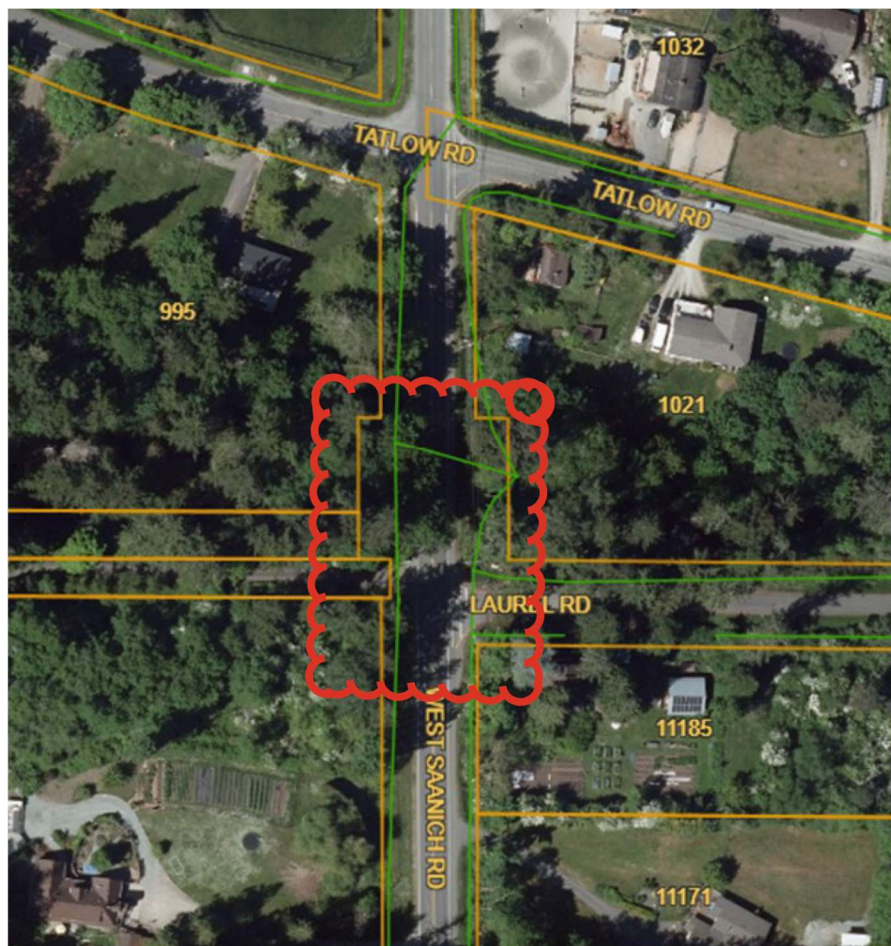
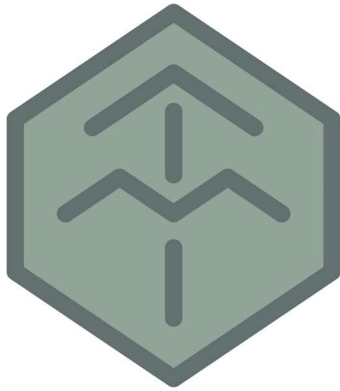


Figure 1: An aerial view of the site for context. The Red segment approximately encapsulates the ~ site location.

Talmack Urban Forestry Consultants Ltd.
Box 48153 RPO Uptown
Victoria, BC V8Z 7H6
Ph: (250) 479-8733
Email: trees@talmack.ca or tmtreehelp@gmail.com
Web: www.talmack.ca

QUOTATION EXPIRY DATE: Six months from issuance



TALMACK

URBAN FORESTRY

— Consultants Limited —

Scope of Work

- I. A spreadsheet inventory of all trees (as defined in the District of North Saanich Tree Protection Bylaw No.1548) located on the property, adjacent properties, and municipal frontage that the proposed project may impact. The inventory will include tree:
 - o Species
 - o Existing health
 - o Sizes (D.B.H)
 - o Structural characteristics
 - o Heights
 - o General remarks
 - o Dripline radii
 - o General recommendationsFollowing the completion of the fieldwork, a table of tree inventory data will be provided as well as critical root zones.
- II. Issuance of an arborist report/construction impact assessment (based on design details provided)
- III. Markup of the design drawings with tree ID numbering and tree preservation information.

Fee Estimate

The fee estimate includes the following tasks with their associated hours:

I. Fieldwork & Tree Inventory Deliverable	\$1120.00
II. Design Review & Arborist Report Deliverable	\$1400.00
III. Design Drawing Markup	\$560.00

Total \$3080.00 + tax

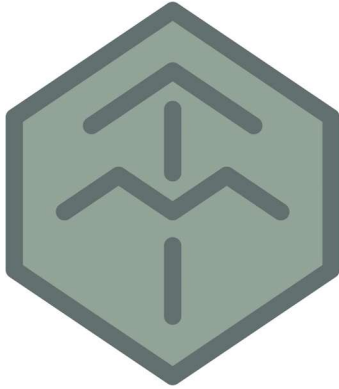
We trust that this proposal is acceptable to you.

Yours truly,

Talmack Urban Forestry

Noah Talbot

ISA Certified Arborist# PN-6822A & Tree Risk Assessment Qualified



TALMACK

URBAN FORESTRY

— Consultants Limited —

Excluded from Fee Proposal

Any revisions to the arborist report or tree management drawing, based on design changes or servicing details provided **after** the final (R0) arborist report is delivered, are not included in this proposal.

This proposal does not include any works required at the construction stage. Our hourly charge-out rate is \$140.00 per hour for arborist supervision or site meetings at the demolition or construction stage.

The above-quoted amount does not include attendance at public meetings. Additional fees may be incurred should attendance be required.

Work Authorization

This work authorization is dated _____ between Talmack Urban Forestry Consultants Ltd.

(Talmack), and _____ (the client).

Billing name:

Billing address:

Client Contact:

Accounts Payable email & phone:

Talmack

Client

Name and title

Name and title

Noah Talbot, project arborist

Signature

Appendix B

Geotechnical Proposal

Thurber Engineering Ltd.

August 7, 2025

File No.: 70836

Kerr Wood Leidal
400 – 844 Courtney Street
Victoria, BC V8W 1C4

Attention: Stephen Bridger, M.A.Sc., P.Eng.

**DISTRICT OF NORTH SAANICH
CHALET CREEK CULVERT REPLACEMENT PROJECT
PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES**

Dear Stephen,

Further to your email on August 1, 2025, Thurber Engineering Ltd. (Thurber) is pleased to submit this proposal to provide geotechnical engineering services for the design and construction of storm water culvert upgrades at Chalet Creek on West Saanich Road near the intersection with Laurel Road in North Saanich, BC.

This letter describes our understanding of the project, outlines our proposed scope and provides a cost estimate for geotechnical services. The scope of work and cost estimate provided below is essentially the same as what was provided in our email to KWL on July 29, 2025.

Once accepted, the contents of this proposal will be considered a Work Package pursuant to the Mutual Master Services Agreement dated May 30th, 2025 between Kerr Wood Leidal Associates Ltd. and Thurber Engineering Ltd. and work will be performed subject to the terms of the Professional Services Agreement between the District of North Saanich and Kerr Wood Leidal Associates Ltd.

It is a condition of this proposal that Thurber's performance of its professional services will be subject to the attached Statement for Use and Interpretation of Report.

1. BACKGROUND

We understand that the District of North Saanich (the District) is planning to replace a 20 m long 600 mm diameter concrete culvert that crosses West Saanich Road about 35 m north of the intersection at Laurel Road due to deteriorating conditions.

We understand that the replacement will be carried out using an open cut excavation. No subsurface geotechnical investigations have been undertaken in the vicinity of the culvert.



We understand that KWL is responding to the District's request for engineering services under their existing standing offer agreement and has requested that Thurber Engineering Ltd. (Thurber) provide a proposal for geotechnical engineering services for the project.

2. PROPOSED SCOPE OF SERVICES

Our scope of services will be to investigate the subsurface conditions along the culvert alignment and provide subsurface information to help define the extents of potential overexcavation, provide input on road restoration and utility trench excavations, and information to assist the design of the proposed infrastructure upgrades.

2.1 Investigation Planning

Thurber considers the personal health and safety of its employees to be of primary importance. As such, we will complete our company standard safety protocols including preparation and adherence to a work plan, site hazard assessments and safe work procedures during execution of this project.

Prior to conducting the field work, we will initiate a BC One Call utility locate request. A private utility locator will be engaged to scan for detectable buried infrastructure within the work area. We assume that a plan showing the locations of the proposed infrastructure and any buried existing infrastructure in the vicinity of the drilling investigation will be made available to us prior to undertaking the field work.

We will review existing information and discuss it with KWL. We will carry out a field reconnaissance of the site and review access requirements for equipment. A proposed test hole location plan will be provided for review prior to proceeding with the field work. We will coordinate traffic control and work with the District to obtain all necessary permits to work on West Saanich Road.

2.2 Drilling Investigation

We propose to use a track-mounted auger drill rig to advance two test holes at selected locations along the proposed culvert alignment. Test holes will be drilled to a depth of about 6 m, unless refusal is encountered at a shallower depth. Dynamic cone penetration testing (DCPT) will be conducted to assess the consistency of subsurface soils. All drill holes will be backfilled with drill cuttings and sealed with bentonite in accordance with the BC Groundwater Protection Regulation.

The soil and groundwater conditions encountered during drilling will be logged in the field by Thurber personnel and disturbed samples will be collected from the auger flights. The samples will be returned to our Victoria laboratory for visual classification and moisture content. One or



two selected samples will be collected for laboratory gradation analyses (ASTM C136) or Atterberg Limit testing (ASTM D4318).

The test holes will be located relative to site features and with a hand-held GPS unit. The results of the field and laboratory investigations will be used to prepare test hole logs and a location plan. We assume that excess soil cuttings that can't be returned to the test holes can be dispersed locally at a mutual agreeable location.

No allowance has been made to carry out environmental sampling and testing of subsurface soils.

2.3 Engineering Assessment and Reporting

We will prepare a geotechnical report summarizing the geotechnical investigation methodology and the field and laboratory test results. The test hole logs, and location plans will be included in the report. Geotechnical recommendations will be provided for trench excavations, backfill and pavement restoration.

2.4 Assumptions

We have made the following assumptions in developing our scope of work:

- The necessary arrangements for Thurber to gain access to the work area to undertake the utility locates and test hole investigation as outlined above can be coordinated through the District and KWL personnel. If access preparation or clearance is required, then we assume this work will be carried out in advance by others.
- The investigation can be carried out during standard working hours (8 am to 5 pm) on weekdays. We have allowed for one day to travel to the site and complete the utility locates and one day to complete the drilling investigation.
- Traffic control will be required for the utility locates and drilling investigation. A traffic management plan will be required and submitted to the District as part of permit application requirements.
- We have not allowed for a hydro-vac to remove excess soils to expose utilities or from the drilling program. A water source will not be required to complete the drilling operations.
- We have not allowed for an environmental assessment of the potential for contaminated soils or an archeological assessment as part of the scope for this investigation.
- KWL will provide a suitable digital plan showing the proposed location of the infrastructure upgrades.

- We have made no allowance for shoring design or detailed analysis of slope stability, liquefaction or settlement at this stage of the project.
- Although we will endeavor to minimize site disturbance, some damage to landscaping and asphalt can occur. Any repair of damage will be completed by others at additional cost.
- Penetration through asphalt will be repaired with cold-mix asphalt. Some heave and settlement of test hole patches can occur. If required, further repair or reinstatement with hot-mix asphalt will be made by others at additional cost.
- The cost of drill cuttings disposal by a hydro-vacuum service is not included in our cost estimate.

2.5 Detailed Design and Tender Services

We have allowed for geotechnical input to review final civil design drawings, provide commentary and discuss design issues during the detailed design and tendering process.

2.6 Construction Services

We have allowed for periodic Quality Assurance (QA) level geotechnical field review and testing services during construction as requested by KWL for the District. We understand that the contractor will carry out all Quality Control (QC) and temporary cutslope stability services and will employ their own geotechnical engineer.

3. ESTIMATE OF COST

3.1 Drilling Investigation and Geotechnical Design

Based on the scope of work and assumptions provided in Section 2, our estimated cost to provide geotechnical investigation and design services on this project is about \$20,000 excluding GST. This cost includes all disbursements including the drill rig, private utility locator, traffic control. A breakdown of this cost is provided below.

1. Drilling:
 - Fees – \$10,700
 - Disbursements – \$6,000

2. Detailed Design and Tender Services:
 - Fees – \$3,300
 - Disbursements – \$0



We will invoice for our geotechnical services on an hourly and unit rate basis using our 2025 rate sheet. The cost estimate assumes no delays due to weather, archaeological or environmental impacts. Any additional services such as advanced laboratory testing, meetings, conference calls, detailed analysis or other requested services other than noted above would be invoiced hourly at our 2025 rates.

Additional services will only be undertaken after consultation and approval by KWL. Please advise us as soon as possible if our assumptions are incorrect and, if necessary, we will revise our cost estimate accordingly.

3.2 Construction Services

Geotechnical services during construction are difficult to estimate prior to design and without knowledge of the contractor's methodology. We will invoice for geotechnical construction services on an hourly and unit rate basis using our 2025 rate sheet. For QA geotechnical services during construction, we suggest a basic allowance of \$6,000 excluding GST to cover periodic field reviews for subgrade and backfill testing. This allowance includes obtaining one sample of gravel for laboratory testing but does not include sampling and testing concrete or asphalt. Thurber can provide these services upon request. We can also provide a more accurate estimate once the contractor's methodology and schedule has been submitted.

4. SCHEDULE

Thurber can begin working on this project within a few days after receiving approval to proceed. The schedule for the drilling investigation will depend on drill rig availability. Our geotechnical report can be completed in about three weeks following completion of the drilling investigation.



5. CLOSURE

In accordance with the Bylaws of Engineers and Geoscientists of B.C., we inform you that we carry professional liability insurance which is applicable to the scope of services being offered. Thurber carries a valid Permit to Practice with EGBC.

We trust this information meets your present needs. If you have any questions, please contact us at your convenience.

Yours truly,
Thurber Engineering Ltd.

Stephen Bean, M.Eng., P.Eng.
Review Engineer

A handwritten signature in black ink that reads 'Brian Webster'.

Brian Webster, P.Eng.
Geotechnical Engineer

Attachments:

- Statement for Use and Interpretation of Report



STATEMENT FOR USE AND INTERPRETATION OF REPORT

1. STANDARD OF CARE

This Report has been prepared in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality and in compliance with all applicable laws.

2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment, including this Statement For Use and Interpretation of Report, are a part of the Report, which is of a summary nature and is not intended to stand alone without reference to the instructions given to Thurber by the Client, communications between Thurber and the Client, and any other reports, proposals or documents prepared by Thurber for the Client relative to the specific site described herein, all of which together constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT, AS DESCRIBED ABOVE. THURBER IS NOT RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE OF THE REPORT.

3. BASIS OF REPORT

The Report has been prepared for the specific site, development, design objectives, and purposes that were described to Thurber by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the Report, subject to the limitations provided herein, are only valid to the extent that the Report expressly addresses proposed development, design objectives and purposes, and then only to the extent that there has been no material alteration to or variation from any of the said descriptions provided to Thurber, unless Thurber is specifically requested by the Client to review and revise the Report in light of such alteration or variation.

4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming part of the Report, are for the sole benefit of the Client for the development, design objectives, and/or purposes described to Thurber by the Client. **NO OTHER PARTY MAY USE OR RELY ON THE REPORT OR ANY PORTION THEREOF FOR OTHER THAN THE CLIENT'S BENEFIT IN CONNECTION WITH THE PURPOSES DESCRIBED IN THE REPORT.** Any use which a third party makes of the Report is the sole responsibility of such third party and is always subject to this Statement for Use and Interpretation of Report. Thurber accepts no liability or responsibility for damages suffered by any third party resulting from use of the Report for purposes outside the reasonable contemplation of Thurber at the time it was prepared or in any manner unintended by Thurber.

5. INTERPRETATION OF THE REPORT

- a) **Nature and Exactness of Soil and Contaminant Description:** Classification and identification of soils, rocks, geological units, contaminant materials and quantities have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors is inherently judgement-based. Comprehensive sampling and testing programs implemented with the appropriate equipment by experienced personnel may fail to locate some conditions. All investigations utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarizing such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and the Client and all other parties making use of such documents or records with or without our express written consent need to be aware of this risk and the Report is delivered subject to the express condition that such risk is accepted by the Client and such other parties. Some conditions are subject to change over time and those making use of the Report need to be aware of this possibility and understand that the Report only presents the interpreted conditions at the sampled points at the time of sampling. If special concerns exist, or the Client has special considerations or requirements, the Client must disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.
- b) **Reliance on Provided Information:** The evaluation and conclusions contained in the Report have been prepared based on conditions in evidence at the time of site inspections and based on information provided to Thurber. Thurber has relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, Thurber does not accept responsibility for any deficiency, misstatement or inaccuracy contained in the Report resulting from misstatements, omissions, misrepresentations, or fraudulent acts of the Client or other parties providing information relied on by Thurber. Thurber is entitled to rely on such representations, information and instructions and is not required to carry out investigations to determine the truth or accuracy of such representations, information and instructions.
- c) **Design Services:** The Report may form part of design and construction documents for information purposes even though it may have been issued prior to final design being completed. Thurber is recommended to be retained to review final design, project plans and related documents prior to construction to confirm that they are consistent with the intent of the Report. Any differences that may exist between the Report's recommendations and the final design need to be reported to Thurber immediately so that Thurber can address potential conflicts.
- d) **Construction Services:** During construction Thurber should be retained to provide field reviews. Field reviews consist of performing sufficient and timely observations of encountered conditions to confirm and document that the site conditions do not materially differ from those conditions considered in the preparation of the report. Adequate field reviews are necessary for Thurber to provide letters of assurance, in accordance with the requirements of many regulatory authorities.

6. INDEPENDENT JUDGEMENTS OF CLIENT

The information, interpretations and conclusions in the Report are based on Thurber's interpretation of conditions revealed through limited investigation conducted within a defined scope of services. Thurber does not accept responsibility for independent conclusions, interpretations, interpolations and/or decisions of the Client, or other parties who may come into possession of the Report, or any part thereof, which may be based on information contained in the Report. This restriction of liability includes, but is not limited to, decisions made to develop, purchase, or sell land, unless such decisions expressly form part of the stated purpose of the Report as described in Paragraph 3.

Appendix C

Environmental Proposal

Swell Environmental Consulting Ltd.

Swell Environmental Consulting Ltd.

SCOPE OF WORK AND COST ESTIMATE West Saanich Road Culvert Design and Permitting

Design and Permit Applications (2025)	Lehna Malmkvist (\$135/hr)	Sara Stallard (\$105/hr)	Ann Nightingale (\$100/hr)	Cost
Collaboration with KWL on culvert design	4	4		\$ 960.00
Site Visit with Engineers (if needed)	4	4		\$ 960.00
Environmental Management Plan - Impacts of proposed works and potential mitigation; and environmental protection measures for construction.	4	2		\$ 750.00
Permanently Protected Nest Survey			4	\$ 400.00
WSA Section 11 Application for stream crossing	4	1		\$ 645.00
DFO Project Review Submission	4	1		\$ 645.00
Project fisheries salvage permit applications		4		\$ 420.00
Communications (DNS, consulting team, regulators)	2	2		\$ 480.00
Mileage (70 km, 1 visit @ \$0.7/km)				\$ 49.00
PHASE 1 - FEES				\$ 5,260.00
GST				\$ 263.00
Disbursements (Permit Application Fees)				\$ 200.00
SUBTOTAL - PHASE 1				\$ 5,723.00
Phase 2 - Construction Monitoring (2026)	Lehna Malmkvist \$140/hr	Sara Stallard \$110/hr	Ann Nightingale (\$100/hr)	Fees
Review Contractor's Environmental Protection Plan	2	1		\$ 390.00
Pre-construction site meeting with District staff, consulting team, and contractor to review installation and environmental protection measures (completed)	4	4		\$ 1,000.00
Pre-clearing nest survey (if vegetation removed before August 15)			4	\$ 400.00
Fish salvage, following site isolation by the contractor. (Unless creek is dry and without pooled water)		8		\$ 880.00
Oversight and coordination with contractor for flow bypass installation (fish screen, erosion protection, flow maintenance)		8		\$ 880.00
Environmental monitoring during culvert removal, culvert installation, re-instatement of the streambed, removal of flow bypass and site isolation (assumes 6 weeks construction and estimate 2 site visits per week during construction; 4 hours per site visit)	24	24		\$ 6,000.00
Livestake willow installation (winter after construction)		6		\$ 660.00
Regulatory completion reporting - DFO, Section 11, Fish Salvage	4	2		\$ 780.00
Communications with client, regulatory agencies, etc. - billed hourly, estimated at:	3	3		\$ 750.00
Mileage (70 km, 17 visits @ \$0.7/km)				\$ 833.00
PHASE 2 - FEES & MILEAGE				\$ 12,573.00
GST				\$ 628.65
Disbursements (Livestake Willow Cuttings)				\$ 300.00
SUBTOTAL PHASE 2				\$ 13,501.65
TOTAL				\$ 19,224.65

NOTES:

Assumes 6 weeks for construction.

Additional Meetings, Site Visits, Communications or Tasks will be billed hourly

We bill hourly, and work efficiently, if we are able to combine site visits or complete the tasks in less time, we will bill accordingly.

Appendix D

Professional Services Agreement

BY AND BETWEEN

Kerr Wood Leidal Associates Ltd.

('Consultant')

Representative:

E-mail:

KWL File No.:

Address:

Telephone:

Facsimile:

AND

('Client')

Representative:

E-mail:

Address:

Telephone:

Facsimile:

Project Name:

Effective Date:

Terms of Agreement

Services

Consultant will perform the services set out in Appendix A to this Agreement.

The scope of services may be changed from time to time by mutual written agreement of the parties.

Effective Date

Services to be performed from and after the above-noted effective date.

Compensation

Client will pay the Consultant for Services provided in accordance with Appendix A to this Agreement.

Where fees are payable on an hourly rate basis, those rates will be subject to adjustment at February 1 of each year without notice. All rates are in Canadian dollars. Compensation is subject to adjustment in accordance with any changes in the scope of services as provided above.

Terms and Conditions

The terms and conditions of this Agreement are set out in this Agreement, the attached Terms and Conditions, and the Appendices.

Kerr Wood Leidal Associates Ltd.

Per:

(Name and Title)

x

(Signature)

Per:

(Name and Title)

x

(Signature)

1. **Relationship:** The Consultant is an independent contractor, and will not represent itself to be an agent of the Client.
2. **Sub-consultants:** Where subconsultants are identified in any document describing the Services, or with the prior written consent of the Client, the Consultant may engage subconsultants to perform some of the Services.
3. **Fees:** The Client will pay the Consultant the Fees plus all applicable taxes. Fees will not be subject to any holdback, statutory or otherwise.
4. **Disbursements:** The Client agrees to pay the Consultant for Disbursements under one of the following two methods: (1) pay for routine disbursements by multiplying the Fees by 8% (without the necessity of identifying and allocating those expenses), with major disbursements such as out-of-town travel and document production charged at actual cost plus 10% mark-up; or (2) pay actual disbursement costs plus 10% mark-up.
5. **Subconsultant Expenses:** Subconsultant invoices are subject to a 5% mark-up. At the discretion of the Client, subconsultants may be retained directly by the client.
6. **Invoicing:** The Consultant will invoice the Client for Fees, Disbursements and Subconsultant Expenses. Invoices are due on receipt but in any event not later than 30 days after the date of the invoice. The Consultant may charge late fees of 1.5% per month or portion thereof compounded monthly (19.56% annually) for late payment of any amount owing under this Agreement. If any payment becomes more than 45 days overdue, the Consultant may at its option, suspend performance of the Services until such payment is made, or may terminate this Agreement.
7. **Budgets:** Where the Consultant provides a budget estimate, the Client acknowledges and agrees that it is an estimate only, based on information available to the Consultant at the time it was prepared and is not to be relied upon by Client as a firm, fixed or maximum fee.
8. **Standard of Care:** The Consultant shall perform the Services with such degree of care, skill and diligence as would reasonably be expected from a consultant qualified to perform comparable services for projects of a similar nature.
9. **Services for Exclusive Use and Benefit of Client:** The Consultant provides its Services for the exclusive use and benefit of the Client. The Client is not entitled to make available, facilitate or allow the distribution of or provide copies of any reports, information, communications, inspections, or other documents prepared by the Consultant, or any of the Consultant's Intellectual Property, to any third party for their use, reliance or information, except with the Consultant's knowledge and consent. The Consultant is entitled to require that any third party agree to receipt of such information and documentation on conditions acceptable to the Consultant.
10. **Mutual Indemnity:** Notwithstanding the provision of insurance coverage by the Consultant, the Client will indemnify and save harmless the Consultant from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims") that the Consultant may sustain, incur, or suffer as a result of errors, omissions or negligent acts of the Client excepting that this Indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the Consultant. The Client will also indemnify and save harmless the Consultant from and against Claims that the Consultant may sustain, incur, or suffer as a result of any third party alleging reliance without the Consultant's consent on any reports, information, communications, inspections, or other documentation or any of the Consultant's Intellectual Property prepared by the Consultant for the Client and provided by or on behalf of the Client to the third party.

Notwithstanding any provision of insurance coverage by the Client, the Consultant will indemnify and save harmless the Client from and against losses, claims, damages, actions, and causes of action (collectively referred to as "Claims") that the Client may sustain, incur, or suffer as a result of errors, omissions or negligent acts of the Consultant or its Subconsultants, excepting that this Indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the Client or any other party.

These provisions survive performance and termination of this Agreement.

11. **Termination of Agreement:** Notwithstanding any other provision in this Agreement, either party may terminate this Agreement at any time provided that the terminating party delivers to the other party written notice of its intention to do so, at least one month prior to the effective date of termination. The Consultant may terminate the Agreement upon giving seven days' notice if the Client fails to make payment when due.
12. **Payment upon Termination:** If either party terminates this Agreement, the Client will pay the Consultant the Fees owing (including Disbursements and Sub-consultant Expenses) for Services performed up to the date of termination.
13. **Intellectual Property:** The Consultant's "Intellectual Property" is defined as the know-how, techniques, technologies, methods, concepts, inventions, drawings, plans, models, designs, specifications, surveys, calculations and other data which are owned by the Consultant prior to commencing the Services or are acquired, prepared or developed by or on behalf of the Consultant during the provision of the Services. The Consultant's Intellectual Property is and remains the

property of the Consultant, whether the Project is executed or not and the Consultant reserves all copyright therein and in any work executed therefrom. The Client acknowledges and agrees that it will not acquire any right, title or interest in or to the Consultant's Intellectual Property. Provided the Client has paid the Consultant, the Consultant grants the Client a permanent non-exclusive royalty-free license to use any concept, product or process produced by or resulting from the services rendered by the Consultant in connection with the project, for the life of the project, and for no other purpose or project.

- 14. Limit of Consultant Liability:** Notwithstanding any term of the Agreement to the contrary and notwithstanding the availability of any insurance, the Client agrees that any and all claims which the Client may have against the Consultant, its employees, officers, agents, representatives and sub-consultants in respect of the Services howsoever arising, whether in contract, tort, breach of statutory duty or based on any other cause of action, shall be absolutely limited, individually and in the aggregate, to an amount equal to the amount of Fees paid to the Consultant under this Agreement. This provision survives performance and termination of this Agreement. The Client agrees that all liability of the Consultant shall expire two years after the date of substantial completion of the Services. The Client further agrees that the employees, shareholders, officers and directors of the Consultant shall have no personal liability to the Client in respect to any claim, accordingly the Client agrees that it will bring no proceedings and take no action in any court of law against such individuals in their personal capacity. The Consultant is not responsible to the Client for indirect or consequential damages arising from the Services.
- 15. Health and Safety (Prime Contractor):** Unless agreed in writing, the Client is designated the Prime Contractor as defined by WorkSafe BC (or parallel provincial body) for work on any Client site. The Consultant will follow the Client's health and safety direction while on-site. The Consultant retains the right (acting reasonably) to suspend or terminate work on Client sites, if the Consultant deems that the Client's health and safety provisions are inadequate to safely complete site work.
- 16. Dispute Resolution/Mediation:** The parties will work in good faith to resolve any disputes that arise under this Agreement. Where a dispute arises out of or in connection with this Agreement that cannot be resolved by these persons, the parties agree to seek an amicable settlement of that dispute by mediation and failing mediation by arbitration before a single arbitrator in accordance with the Commercial Arbitration Act SBC.
- 17. Survival:** Any provision of this Agreement which expressly states that it is to continue in effect after termination or performance of the Agreement or which by its nature would survive the termination or performance of this Agreement, will remain in full force after the performance of this Agreement or its termination for any reason.
- 18. Force Majeure:** Neither party shall be liable to the other for any loss, damage, delay in the Services, or non-performance of any provision of this Agreement if caused by acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.
- 19. Jurisdiction:** This agreement and any claims related to it shall be governed by the laws of British Columbia.
- 20. Entire Agreement:** This Agreement constitutes the entire agreement between the parties relating to the matters covered in this Agreement and supersedes all prior agreements, negotiations, understandings and representations between the parties, whether written or oral, relating to the subject matter hereof unless specifically provided otherwise in this Agreement.
- 21. Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

APPENDIX A: SCOPE AND BUDGET OF SERVICES