



haley



Compose



- Inbox** 902
- Starred
- Snoozed
- Sent
- Drafts** 77
- More

Hello All –

Just a quick update: the Archaeology Branch has completed its review of the permit application and has requested a few revisions (see required updates and circulate the revised package for signatures before resubmitting it to the Branch.

Please let me know if you have any questions.

Best –

Labels

- [Imap]/Sent
- Notes
- Sent Items
- Sent Messages

One attachment • Scanned by Gmail



Application 25A0..

- Reply
- Reply all
- Forward

Subject: Application 25A0290 Review



Archaeology Permit Applications FOR:EX <ArchPermitApp@gov.bc.ca>
to Bond, Hayley, Davidson, Quinn FOR:EX

Mon, Feb 2, 4:21 PM (11 days

Good afternoon Hayley,

Thank you for submitting HIP application #25A0290 for 3767 Waring Place AIA. The Archaeology Branch has completed its review of this application and there are required revisions.

Machine-Assisted Inspections

1. Templated language

a. In the "Describe approaches" area of Section 3.8, the approaches to the selected machine-assisted inspections include language and circumstances that are not relevant to the proposed work under the permit. Please revise this section so the machine-assisted inspections and approaches align with the proposed project.

i. Example: "potential Chance Find Protocol response" however a Chance Find Procedure is not appropriate under this permit since the project is entirely within a registered archaeology site.

2. Section 3.9 iii)

a. This question is asking about what portion of suspected but not confirmed archaeological deposits will be inspected, regardless of disturbed or intact.

i. Minimum 25% inspection of sediments suspected but confirmed to be archaeological is an appropriate answer, but please revise this section to reflect the question.

Collection of materials

1. Please provide additional details for each of the approaches selected in Section 5.2.

Ancestral remains

1. Please also provide details regarding the approach to collection and analysis of ancestral remains in the textbox in Section 6.2.

Repository

1. Please include in Section 7.6 a comment that states that if issued, a repository will be added to the permit to expiry, through amendment.

When you have submitted the revised permit application, please let me know by responding to this email as APTS does not provide notification of uploads.

Please let me know if you have any questions.

Best,
Quinn



Quinn Davidson (*she/her*)
Permitting Archaeologist
Archaeology Branch | Ministry of Forests



Bill Davis <wmdavis@telus.net>

3767 Waring Place

2 messages

Bond, Shane <Shane.Bond@stantec.com>

Fri, Oct 24, 2025 at 9:26 AM

To: Bill Davis <wmdavis@telus.net>

Cc: "Andrew Tidman (atidman@tidmangroup.com)" <atidman@tidmangroup.com>, "TG-Vicki (vrivet@tidmangroup.com)" <vrivet@tidmangroup.com>, "Bond, Hayley" <Hayley.Bond@stantec.com>

Hi Barb and Bill,

Further to my discussion with Andrew Tidman (copied), I understand your project requires a minor height variance from the District of Saanich. While I'm not able to comment of the variance process, I understand that a variance is required because you are looking to build somewhat higher to remain largely within the existing building footprint and to avoid expanding outward. Further to our discussions on site, minimizing impacts (ground disturbance) to the archaeological site documented on the property is critical to minimizing project risks and in respecting archaeological values. Going up is better than going out.

As you know, the property is within archaeological site DcRt-9. This is a significant site and contains human burials and stone, bone, antler, and shell artifacts. The site also contains a peat deposit which has the potential to preserve perishable items, such as basketry and cordage, which rarely survive in archaeological context.

I commend you for pursuing a design that respects the archaeological values, and I hope that impacts to the archaeological site can continue to be thoughtfully minimized.

Regards,

Shane Bond, RPCA

Senior Principal, Archaeologist

Mobile: 250-896-6627

shane.bond@stantec.com





Stantec Consulting Ltd.
11-2042 Mills Road
Sidney BC V8L 5X4

May 16, 2025

p25_045

Andrew Tidman
Tidman Construction
6-7120 West Saanich Rd.
Brentwood Bay, BC, V8M 1P8
Cell: 250-652-1101

Dear Andrew Tidman,

Reference: Opinion of Probable Cost - Archaeological Impact Assessment Addressing Proposed Residential Development at 3767 Waring Place

Further to your request, the following outlines Stantec Consulting Ltd.'s (Stantec's) proposed scope of work and opinion of probable cost for archaeological services addressing proposed residential development at 3767 Waring Place (the Project). The proposed scope of work is a pre-construction archaeological impact assessment (AIA) and associated permitting.

1 Background

Archaeological sites in British Columbia are protected under the *Heritage Conservation Act* (HCA). The HCA automatically extends legal protection to all archaeological sites that are known, or suspected, to pre-date 1846 and all sites that contain human remains or rock art. The Archaeology Branch of the Ministry of Forests (the Archaeology Branch) administers the HCA and is responsible for making final decisions concerning the management of archaeological resources in British Columbia.

Registered archaeological site DcRt-9 overlaps the Project area. DcRt-9 is a significant pre-contact shell midden site that contains artifacts, and ancestral (human) remains.

2 Scope of Work

Permitting: This proposed scope of work includes preparation of a Section 12.2 HCA heritage inspection permit application and its submission to the Archaeology Branch. The heritage inspection permit will authorize the AIA.

Pre-Field/Health and Safety Preparation: Prior to field work, Stantec will engage with Indigenous groups to confirm and coordinate field work participation. Stantec will develop a task specific safety plan to be reviewed and followed by all workers engaged in the AIA. Stantec will also review relevant background information on the archaeological, ethnographical, and biophysical setting of the Project area.

Reference: Opinion of Probable Cost - Archaeological Impact Assessment Addressing Proposed Residential Development at 3767 Waring Place

Fieldwork: The objectives of the AIA will be to confirm the nature of archaeological site DcRt-9 within the Project area, including its spatial extent, and significance, and to provide management recommendations if impacts to the archaeological site cannot be avoided during construction-related ground disturbance. Field work assumes one 12 hour day by a crew consisting of two archaeologists, and two local Indigenous representatives.

Analysis and Reporting: After field work, a report will be prepared for Archaeology Branch review. This report will be required before the Archaeology Branch will allow construction to proceed within the boundary of the archaeological site. A site form update and final report will be prepared to complete the scope of work.

Analysis and reporting will be carried out as required by the terms of HCA permits and Archaeology Branch guidelines. Collected archaeological materials will be catalogued, analysed, and provided to the appropriate repository. Digital (.pdf) copies of the report will be provided to Tidman Construction, the Archaeology Branch, and the applicable Indigenous groups. A site form update for archaeological site DcRt-9 will also be prepared and submitted to the Archaeology Branch – Inventory Section.

3 Schedule

Upon your signed authorization to proceed, Stantec will prepare the heritage inspection permit application. Please note, the Archaeology Branch requires time to review the permit applications and Indigenous groups are provided a 30-day review period prior to permit issuance. In consideration of the Branch’s review and other administrative time, in conjunction with the Indigenous group review period, this process is currently taking about eight to twelve months after submission of the application. The AIA may proceed upon permit issuance.

A preliminary schedule for key tasks associated with the AIA are outlined in Table 1. If needed, a more detailed schedule will be developed.

Table 1 Key Tasks and Milestones

Key Task	Anticipated Delivery Date
Preparation and submission of an HCA heritage inspection permit application.	Within two weeks of contract award
Pre-field/health and safety preparation	Prior to commencement of field work
AIA field work	Within two weeks following HCA inspection permit issuance (takes eight to twelve months).
AIA final report and site form update	Report submitted within 4-6 weeks following completion of AIA field work. Timing will be dependant on field results.
Submission of any identified artifacts and faunal remains to an approved repository	Upon completion of all field work and dependent on repository timelines.

Reference: Opinion of Probable Cost - Archaeological Impact Assessment Addressing Proposed Residential Development at 3767 Waring Place

4 Assumptions

The scope of work and opinion of probable cost assumes the following:

- Stantec's role on site will be limited to providing an AIA, as such, Stantec will not be the prime contractor under Occupational Health and Safety legislation with respect to overall site safety on the Project. Stantec and its personnel have no authority to exercise any control over any construction contractor or other contractor engaged by the client or their employees in connection with their work or any health or safety precautions
- One 12-hour day (inclusive of travel) will be sufficient to complete field work.
- The AIA testing program will not identify more than 25 artifacts or faunal remains requiring cataloguing, analysis, and accession with the identified repository.
- Scientifically significant archaeological deposits will not be encountered and therefore the work can be completed without the need for more thorough investigation (e.g., without the excavation of evaluative units, and without the collection and analysis of column samples, radiocarbon samples, and/or other archaeological samples and materials).
- No human remains will be encountered—if human remains are encountered, work will cease until the Archaeology Branch and the relevant Indigenous groups have been notified and a plan agreeable to these parties has been formulated. Costs associated with the development and implementation of such a plan are not included in this estimate.
- The crew will have safe and unrestricted access for inspection and testing throughout the Project area.
- An alteration permit will almost certainly be required to authorise construction. A scope and cost for the alteration phase is not included in this opinion of probable cost.

5 Closure

We are prepared to begin with permit application and pre-field work preparations upon your approval. We look forward to the opportunity of assisting you with the completion of the archaeological requirements for this project. If you agree to the scope of work and estimate outlined here, please sign and return via email to Hayley.Bond@stantec.com at your earliest convenience.

Please do not hesitate to contact the undersigned should you have any questions.

Regards,

Stantec Consulting Ltd.



Lauren Sly, BSc.
Archaeologist
Phone: 236-969-0136
Lauren.Sly@stantec.com

**Bond,
Hayley**

Digitally signed by
Bond, Hayley
Date: 2025.05.16
16:12:51 -07'00'

Hayley Bond, RPCA
Principal, Archaeology
Phone: 250-655-6989
Hayley.Bond@stantec.com

Reference: Opinion of Probable Cost - Archaeological Impact Assessment Addressing Proposed Residential Development at 3767 Waring Place

6 Opinion of Cost

Table 2 Outline of Probable Fees

Activity	Resource	Hours	Rate/Hour (\$)	Total (\$)
Project Management	Project Manager	24	175	4,200.00
HCA Permit Application	Archaeologist	12	138	1,656.00
	GIS/figure production	8	146	1,168.00
	Quality review	2	165	330.00
	Independent review	2	209	418.00
	Documentation	2	131	262.00
Health and Safety, Logistics and Field Mobilization	Archaeologist	4	138	552.00
	Administration	1	138	138.00
AIA Field Work and Travel	Field Director	12	161	1,932.00
	Archaeologist	12	138	1,656.00
	Indigenous Representative	12	75	900.00
	Indigenous Representative	12	75	900.00
Analysis and Reporting (Site Form and Final AIA Report) and Repository Submission	Archaeologist	24	138	3,312.00
	Field Director	24	161	3,864.00
	GIS/figure production	12	146	1,752.00
	Quality review	12	165	1,980.00
	Independent review	6	209	1,254.00
	Documentation	4	131	524.00
Total Probable Fees (excluding GST)				\$26,798.00

Reference: Opinion of Probable Cost - Archaeological Impact Assessment Addressing Proposed Residential Development at
3767 Waring Place

Table 3 Outline of Probable Disbursements

Disbursement	Details	Total (\$)
Flat Rate Disbursement	8% on Probable Fees	\$2,143.84
Archaeology Kit	\$50/day x 1 day	\$50.00
Faunal Analysis (if required)	Pacific IDentifications Inc.	\$1,500.00
Total Probable Disbursements		\$3,693.84

Table 4 Total Probable Fees and Disbursements

Table 2: Total Probable Fees	\$26,798.00
Table 3: Total Probable Disbursements	\$3,693.84
Total Probable Cost (excluding GST)	\$30,491.84

Reference: **Opinion of Probable Cost - Archaeological Impact Assessment Addressing Proposed Residential Development at 3767 Waring Place**

By signing this proposal, Tidman Construction (the Client) authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ day of May 2025.

Per: Archaeological Services Addressing Proposed Residential Developments at 3767 Waring Place,
Victoria, British Columbia

Andrew Tidman

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages



arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.