REQUEST FOR PROPOSALS 2511.1

BUS STOP AND SIDEWALK ON HIGHWAY 99 SOUTHBOUND ONRAMP AT LIONS BAY AVE.



This Request for Proposals dated	**November 27, 2025**
Mandatory site meeting for all proponents	**11:00 a.m. Tuesday, December 9, 2025, at Highway 99 southbound onramp at Lions Bay Ave. (park in Lions Bay Ave. highway underpass)**
Submission deadline	**2:00 p.m. Pacific Time, Tuesday, December 23, 2025 by email only to Karl Buhr, Public Works Manager, pwm@lionsbay.ca, copy to office@lionsbay.ca.**
Project completion	**March 31, 2026 (grant funding payment claim deadline)**
Questions (email only)	**Karl Buhr, Public Works Manager, pwm@lionsbay.ca,. Information obtained from any other source is not official and should not be relied upon.**

1. PROJECT OVERVIEW

The municipality of the Village of Lions Bay ("Municipality") is relocating its bus stop on Lions Bay Ave. at Isleview Rd. to the Lions Bay Ave. Highway 99 southbound onramp, per the design provided in Appendix A ("Design"). The Municipality now seeks proposals from qualified proponents for its construction.

Design and construction are funded by a Ministry of Transport and Transit ("MOTT") Minor Transit Betterments grant. Proposals are anticipated between $60,000 and $80,000 depending on the form of the bus shelter (see 2.g below).



2. SCOPE OF WORK ("PROJECT")

   a. Comply with "MOTT" Permit (Appendix B) and Permit Cover Letter (Appendix C).

   b. Utilise coned Park and Ride lot or ramp boulevard as laydown area if desired.

   c. For partial or full ramp closures, institute traffic control under an H1080 Traffic Management Plan (partly filled, Appendix D).

   d. Clear vegetation and remove a minimum of Crown-owned trees (deemed non-merchantable and not requiring a timber mark).

   e. Grade site and retain approx. 1.2 m cut with suitable stacked natural or manmade blocks.

   f. Form and pour concrete for sidewalks, curbs and gutters, considering runoff to existing catchbasin. Asphalt may be proposed as an alternative.

   g. Construct bus shelter given the following considerations:

i. Timber[1] or manufactured[2].

ii. Vandalism (particularly tagging) resistant.

iii. Full-length bench.

iv. Roof of sufficient strength to withstand snowplow throw from highway above.

v. Electrical: Municipality will liaise with MOTT and concessionaire Miller-Capilano to source power from the Hydro drop at the northwest corner of the site. Proponent will install conduit from MOTT streetlight base for 3000 K lighting, on a dusk and off at 11 pm.

vi. Easily replaceable (upon vandalism) 10' pole for service provider route and schedule signage.

vii. Innovative features such as wireless phone chargers, coat hooks, glass walls for sightlines, wind baffles, public Wi-Fi etc. are pluses.

h. The sight/sound fence depicted in renderings will be installed by Municipality at a later date.



i. Reusing existing components if possible, install approx. 36 concrete road barriers (CRB) to MOTT standards, including required taper pieces.

j. Install heavy duty 4' chain-link fence along line of existing barrier

k. Paint: adjust fog and lane lines to provide bus pullout, a min. 1.50 m bike lane, a min. 3.50 m traffic lane and a min. 0.50 m fog line at the east side berm. Replace existing parallel pedestrian crossings with zebras. Proposals must state the procedure used to eradicate existing lines to avoid ghost lines that under certain lighting conditions might create confusion.

[1] See the existing Lions Bay bus shelter at the Highway 99 southbound onramp at Kelvin Grove Way.
[2] See the existing Lions Bay bus shelter on Crosscreek Rd at the municipal campus.

l. Install traffic signs per design, including MOTT standard mounts and poles.

m. Lay, shape and repair asphalt to MOTT standard.

n. Landscape site (bark mulch, hydroseed, etc.). Solid waste receptable will be supplied and placed by Municipality.

o. Closeout, including providing input to as-built drawings (for Municipality account).

3. SUBMISSIONS

Proponents are invited to submit comprehensive proposals including:

a. An introduction to their operating entity, its interest in the Project, and a summary of why it is qualified to undertake it.

b. Qualifications of key team members.

c. Recent reference projects pertinent to the Project.

d. A timeline including milestones and key deliverables, demonstrating a realistic plan to complete the Project such that all grant funding claims can be submitted by Municipality by the March 31, 2026 deadline.

e. An itemized cost estimate for the Project, including a breakdown of costs for major components, contingency plans, and cost-saving suggestions and recommendations.

f. A plan on how quality and safety will be secured throughout the Project, including any certifications held.

4. GENERAL INSTRUCTIONS

a. Proposals must be received by email by the submission deadline to be considered.

b. Request for Proposals is a method of procurement permitting discussions with proponents and revisions to proposals prior to award. Municipality reserves the right to reject any or all proposals or request written clarification of proposals and supporting materials. Discussion in person, by phone or by email may be conducted to clarify certain elements. Proponents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. During such discussions, information designated by a proponent as proprietary will not be disclosed to other proponents.

c. While Municipality has made reasonable efforts to ensure the information in this Request for Proposals is correct, it is solely a guide and not guaranteed to be comprehensive or exhaustive. Addendums will be posted on the municipal website and emailed to proponents who have registered an interest with the Public Works Manager (contacts above) or provided their contact details at the mandatory site meeting. Municipality assumes responsibility only for written material; no oral information provided by any party should be relied upon.

d. Proponents are responsible for their own expenses in preparing a proposal, and for discussion if any. Municipality will not be liable for claims for costs or damages incurred by the proponent in preparing a proposal, for loss of any anticipated profit in connection with any final contract, or for any other matter whatsoever.

e. All documents, reports, submissions, working papers and other materials submitted to Municipality shall become its sole and exclusive property and as such subject to BC and federal Freedom of Information legislation. To request confidentiality, for example for proprietary information, proponents should submit a note with their proposal detailing specifics.

f. "Immediate Relative" below means a spouse, parent, child, sibling or the same in-law, and "Principal" means a person with more than 10% ownership or control:

    i. For reasons of conflict of interest, proponent warrants that Municipality does not employ or contract its principals, officers, directors, agents or employees with authority to bind it, or such peoples' Immediate Relatives.

    ii. For reasons of influence peddling, if any representative of proponent makes any representation or solicitation to any elected official, employee or contractor of Municipality with respect to a proposal, whether before or after the submission, Municipality shall be entitled to not accept it.

g. A contract is formed only when Municipality issues a purchase order with terms as provided in APPENDIX D: EXPECTED CONTRACTUAL TERMS AND CONDITIONS.

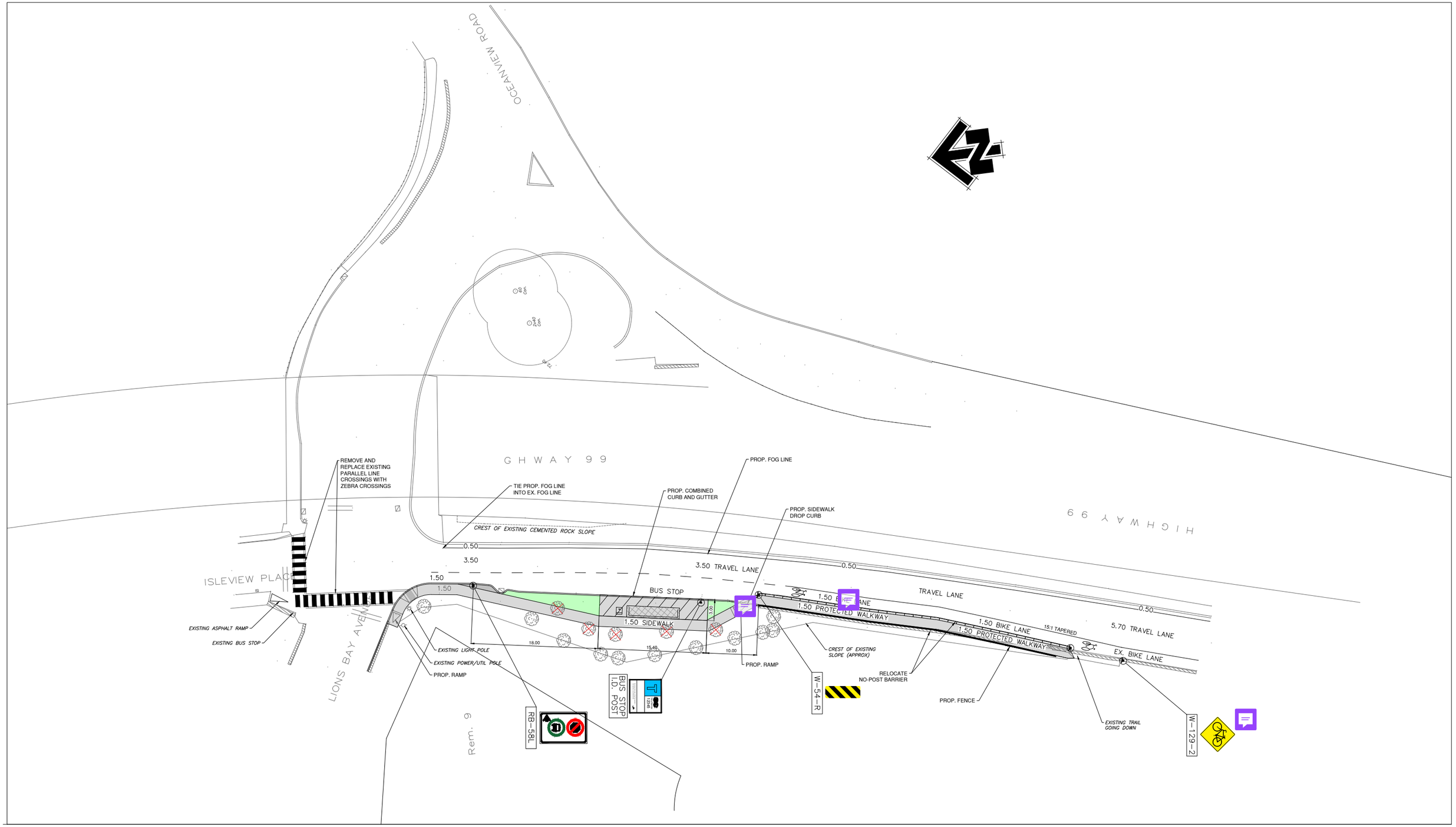
5. SELECTION PROCESS AND AWARD

a. Municipality will notify all proponents whether their proposal has been selected or not, and feedback will be provided if requested.

b. Municipality will evaluate proposals in private against the following criteria assessed at Municipality's sole discretion:

- Demonstrated grasp of the Project, professionalism of Proposal: 10%
- Innovativeness, approach to bus shelter: 15%
- Relevant experience: 25%
- Proposed cost and Municipality's confidence in it: 50%.

APPENDIX A: DESIGN (NEXT PAGE)



Plot Date: Sep. 09, 2025 - 08:06:47pm Plotted by:Schwabl
E:\CGY\CGY-25009159-00\60 Execution\A3 Design\Bus stop Concept\Isleview off-ramp BusStop_opt2 - KM.dwg XREFS: N3181-TOPO client KM.dwg

NOTE:

1. ALL DIMENSIONSSHOWN IN METRIC, UNLESS NOTED OTHERWISE
2. WORK TO BE PERFORMED IN ACCORDANCE WITH BC MoTT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2025)
3. SIDEWALK DROP CURB PER MoTT SP582-07.02.01
4. COMBINED CURB AND GUTTER PER MoTT SP582-01.01

LEGEND:

- APPROX. LOCATION OF EXISTING TREE >0.2m DIAMETER IN PROXIMITY TO THE PROPOSED WORKS
- APPROX. LOCATION OF EXISTING TREES >0.2m DIAMETER LIKELY REQUIRING REMOVAL
- EXISTING CATCHBASIN

1:500 0 10 20 m

ISLEVIEW/99/LIONS BAY AVE. BUS STOP

PROJECT NO.: **CGY-25009159-00** DATE: **2025.09.09** SCALE: 1:500

TITLE:

PROPOSED BUS STOP RELOCATION

FIGURE NO.: **01**

APPENDIX B: MOTT PERMIT

BRITISH COLUMBIA | Ministry of Transportation and Transit

Permit/File Number: 2025-03956
Office: Squamish Area Office

PERMIT TO CONSTRUCT, USE, AND MAINTAIN WORKS WITHIN THE RIGHT-OF-WAY OF A PROVINCIAL PUBLIC HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation and Transit

Squamish Area Office
101-42000 Loggers Lane
Squamish, British Columbia V8B 0H3
Canada

("The Minister")

AND:

Village of Lions Bay

400 Centre Road
PO Box 101
Lions Bay, British Columbia V0N 2E0
Canada

("The Permittee")

WHEREAS:

A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the Transportation Act and the Industrial Roads Act, the Motor Vehicle Act, as defined in the Nisga'a Final Agreement and the Nisga'a Final Agreement Act;

B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

The installation, operation, and maintenance to construct a bus stop pull out and bus stop shelter and associated pedestrian access to and from (trail permit 2025-04514 in process), STS Hwy 99, along the SB onramp from Lions Bay Ave. as shown on drawing R0D1 20250819. NOTE – The Ministry and/or their maintenance contractor(s) do not maintain bus stop pullouts or shelters, sidewalks or trails, this is the responsibility of the Permittee.

C. The Minister is prepared to issue a permit on certain terms and conditions;

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

1. Except to the extent permitted herein, the Permittee will ensure that the Structure at all times conforms to all legislation applicable to the Structure with respect to the construction and maintenance of the Structure and all specifications by regulatory bodies having jurisdiction over the Structure.

2. **The proposed works will only be approved by the Ministry if the Permittee is agreeable to all conditions of the Permit. Further review and approval of the bus stop shelter is required once the Permittee has submitted the design. Final approval for the pavement design, CRB adjustments, signage and paint line are also subject to changes during the construction process.**

3. It is recommended that you photo document the existing conditions to avoid any possible disputes after the fact.

4. Laydown and/or storage of materials and related equipment within the clear zone of the highway should be avoided unless protected to the satisfaction of the Ministry representative.

5. The Regional Director, as appointed from time to time by the Minister, has jurisdiction with respect to the Encroachment Area, or such person as the Minister may from time to time designate must have full and free access at any and all times to inspect the Structure or for such other purposes as the Regional Director may consider necessary.

6. Where the Structure comes in contact with any bridge, culvert, ditch or other existing work (the "Existing Works") the Permittee will ensure that the Structure is properly maintained and supported in such manner as not to interfere with the proper functions of the Existing Works during the existence of the Structure.

7. The Permittee will at all times take every possible precaution to ensure the safety of the public, and if requested by the Regional Director ensures that the Structure and all materials, or other obstructions in connection with the Structure are fenced are protected and secured.

8. The Permittee acknowledges that this Permit is granted only for such times as the Encroachment Area is within the jurisdiction of the Minister. This permit must not be construed as being granted for all time, and does not vest in the Permittee any right, title, or interest in or to the Encroachment Area. If the Encroachment Area becomes included within an incorporated municipality or city, this Permit is terminated unless the Highway on which the Structure is located is classified as an Arterial Highway pursuant to Section 45 of the Transportation Act.

9. This Permit may be cancelled at any time without recourse at the discretion of the Regional Director by 30 days notice in writing in the manner provided. Not later than 90 days after the date on which this notice has been given by or on behalf of the Minister, the Permittee must ensure that all work has been completed in connection with the removal, moving or alteration of the structure in the manner required by any notice. All costs of removing, moving of altering the Structure must be borne by the Permittee.

10. Where any public works are contemplated the Permittee will cooperate with any person designated by the Regional Director in connection with any construction, extension, alteration or improvement of the public works involving the Encroachment Area.

11. The Permittee acknowledges that the Minister and any employees, agents or contractors of the Minister will not be responsible for any associated maintenance of the bus stop or damage to the structure, or any property of the Permittee and the Permittee hereby expressly waives any claim for damages and forever releases and discharges all such persons with respect thereto.

12. This Permit is valid only for the bus stops and structures as described herein and user access to and from the sites. The Permittee acknowledges that routine maintenance of the pullout and structure is the responsibility of the Permittee and must not be altered in any way unless approved by the Ministry.

13. The permittee assumes all responsibility for any damage to the Highway infrastructure, including, but not limited to, the pavement or the gravel surface, shoulders, ditches and back slopes caused by the permitted works. Any damage and/or necessary design revisions will be rectified, in a timely fashion, to the satisfaction of the Ministry representative. The cost of any repairs/revisions will be the sole responsibility of the permittee. To avoid any surface damage or scarring, equipment with steel tracks or flat steel pads are not permitted on any portion of the pavement of the highway at any time unless it is within the scope of surface restoration. Care must also be taken where heavy rubber-tire equipment is turned on paved surface to prevent damage of the asphalt surface.

14. The Permittee shall be solely responsible for all loss or damage arising or occurring out of any act or omission, including the use, possession, control and custody, or any of them, of the Encroachment Area, of or by the Permittee, or the heirs, executors, administrators, and assigns of the Permittee, and shall indemnify and save harmless the Minister, together with the employees, agents, and contractors of the Minister, from and against any and all losses, claims, liabilities, demands, damages, actions, causes of action, costs and expenses, fines, penalties, assessments, and levies that the Minister or any of the employees, agents or contractors of the Minister may sustain, incur, suffer or be put to at any time or times (whether before or after the expiration or sooner termination of this Permit).

15. The Permittee shall indemnify and save harmless the Ministry, its agents and employees, from and against all claims, liabilities, demands, losses, damages, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Ministry, its agents and employees, or any of them at any time or times, whether before or after the expiration or termination of this permit, where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Permittee, its employees, agents or Subcontractors, in connection with the permit.

16. All materials and procedures shall comply with the current edition of the Ministry of Transportation "Standard Specifications for Highway Construction" manual, Ministry of Transportation Pavement Marking & Traffic Signs and the Ministry of Transportation Utility Policy Manual. (www.gov.bc.ca/trans/ > Site Index: Standard Specifications for Highway Construction & Utility Policy Manual.

17. Traffic Control - All signing and traffic control procedures shall comply with the current edition of the Ministry of Transportation "Traffic Control Manual for Work on Roadways". The attached 'Lane Closure/ Work Notification Request' H1080 form is to be submitted to Tracey Walker, OM&R Tech., (Tracey.Walker@gov.bc.ca ph. 604 999-6495) for her review and approval, more than 10 working days prior to the work being scheduled to commence. The form is required even if no lane closures are expected.

18. The layout shown on the attached EXP site design drawing, titled 'Isleview/99/Lions Bay Ave. Bus Stop, Proj no. CGY-25009159-00 dated Sept 9, 2025 is a condition of permit 2025-03956. Any change in layout without prior consent in writing and approval of the Development Officer shall render this permit void. Additional details will added to the plan as noted in the cover letter.

    A complete set of 'record drawings' are to be forwarded to this office within sixty (60) days from the completion of the permitted works. One digital PDF format copy of the drawings are to signed and stamped "Record Drawings", sealed and dated by a Professional Engineer licensed to practice in British Columbia.

19. Maintenance: The permittee is 100% responsible for all maintenance, and costs, of the bus stop, structure and user access to and from, which includes sight-distance brushing and all winter-related maintenance. Maintenance should not impact highway traffic unless Ministry approved traffic control is in place.

20. The Permittee is responsible for locating all utilities within the limits of construction and notifying all utility companies or private owners whose infrastructure may be close to or affected by the works described in this permit.

21. Highway Signs - Any standard traffic signs required by the Ministry must meet MOTT standards for placement and materials including sign face reflectivity grade and sign support systems, consistent with those used on the Sea to Sky Highway 99 in this area. More detail will be provided at the request by the Permittee. Additional associated signs identified by the Ministry may be required and installed at the cost of the Permittee. *It may be to the Permittee's advantage to contact the Ministry's contractor, Miller Capilano, for a quote to provide this requirement and the supply/install of highway signs to ensure that all work is completed to the satisfaction of the Ministry and Concessionaire. This may help avoid any possible rejections should the sign related works not meet Ministry satisfaction.*

22. The Permittee is responsible for all environmental issues such as; fishery concerns, siltation control, bird nesting, etc., related to these works. Any such issues must be identified in advance and resolved to the satisfaction of the appropriate governing agency, prior to construction. It will be the responsibility of the Permittee to minimize the impact to existing vegetation. All related unsuitable overburden will be the responsibility of the Permittee for off-site disposal. The Permittee is to ensure that any area of the right-of-way disturbed during the permitted work, be completely restored to original condition or better, upon completion of the works. Upon completion of the project, a final inspection will take place on site, and a deficiency report may be prepared. The permittee is responsible for preventing the introduction and spread of noxious weeds on the highway right-of-way as defined by the British Columbia Weed Control Act and Weed Control Regulation.

23. Work Schedule - That the construction of the said works will not commence before the **17th of November, 2025** and shall be prosecuted with due diligence and to the satisfaction of the Regional Director, Transportation, and shall be completed on or before the **31st of March 2026**.

24. If the works cannot be started or completed by these dates, then the Permittee will need to notify the Ministry in advance to request an extension. The Ministry will then review the suggested dates to ensure that there are no conflicts with other possible works. Please be advised that the permitted works must not restrict the Ministry and/or their maintenance contractor from any necessary activities. **Works that could impact the travelling public and/or highway maintenance operations, during or forecasted adverse weather conditions may require that the construction activity be postponed until conditions improve. This also includes activities that are considered high risk of fire ignition. These conditions may be determined at the discretion of the Ministry's representative and/or the Highway Maintenance Contractor.**

25. Merchantable Timber – It has been suggested by the Permittee that no merchantable timber will be affected by these works and will need to verify this by a qualified arborist. If this is not the case, then the Permittee will need to contact this Ministry to discuss the procedure for disposal of merchantable timber. It is the Permittee's responsibility to assess the condition of existing trees by a qualified arborist for danger trees, within reach of the cyclist/pedestrian facility to ensure the safety of the workers and public. The Permittee will be responsible for all costs to remove trees that could be a treat. Monitoring of tree conditions is a routine requirement. It is also the responsibility of the Permittee to avoid damage to any trees that are not to be removed, though close to the works. This includes root damage that could kill and/or destabilize the trees.

26. Pavement - All Grade and paving works for highway infrastructure, as specified on the approved design drawing must meet the S2S construction specifications. Any pavement cuts will be saw cut. Pavement joints will require the standard primer tack-coat. If any undermining of the pavement is created during construction, the pavement edge will need to be trimmed back to 300 mm beyond the undermined portion. Any existing pavement that is crack or broken will need to be removed prior to the paving – do not join new pavement to broken pavement. The top lift of asphalt will be keyed in (lap joint) by milling 50mm depth for a minimum of width of 300mm beyond the pavement cut edge. Any asphalt joint which has encroached into a travelled lane must have the full lane restored up to the paint lines. Any existing lane longitudinal paint lines that may be preserved will require the lap joint grind set back by 150mm

in order to maintain integrity of the Highway Recessed Pavement Marking (HRPM). **A pre-paving site visit will be required to ensure that the joints will be completed as required by the Ministry.**

27. Pavement structure will comprise of a minimum of 100mm AP with a base course of 50 mm of Class 1 medium mix and a top course of 50 mm of Superpave. Lift thickness must be not less than 2.0 nor more than 3.5 times the designated maximum nominal aggregate size of the mix, as per MoTT SS501.35.06. Lift thickness may exceed those specified if the Standard Specification provided field testing can prove the specified density can be met and the desired grade tolerances achieved. Parallel pavement joints must not be placed in the travelled portion of the lane or within the maintained paved shoulder section, full lane width or shoulder width may be required. More detail will be provided at the request by the Permittee.

28. Pavement Markings - Eradication of existing lane markings, placement of temporary markings and final line painting shall be the responsibility of the Permittee. All materials and procedures must comply with Ministry specifications and our Manual of Standard Traffic Signs & Pavement Markings. The Permittee shall arrange a final inspection of the installation with Ministry personnel upon completion. Any deficiencies identified during the inspection must be repaired by the Permittee within two weeks (weather permitting).

    HRPM Paint Line Markings - The restoration of the white shoulder Highway Recessed Pavement Marking (HRPM) will be consistent with materials and procedures as per Ministry Standards and that used on Highway 99 in this area and should be scheduled immediately following the completion of the paving work, weather permitting. Further instructions will follow regarding any paint line eradication (must avoid ghost lines)

29. The Ministry of Transportation and Transit or their contractor will not be maintaining the curb/gutter sidewalk fencing or landscaping. All costs associated with the construction and maintenance of the noted infrastructure will be borne by the Permittee.

30. The Permittee shall avoid any mud, soil, debris, or other foreign material from being tracked onto the highway from the work zone during construction. Should there be such occurrence, it will be at the Permittee's expense for removal and shall be done at any time the material unduly inconveniences traffic and, in any event, daily if necessary.

31. The Permittee is responsible for 100 percent of the cost relating to the works described in this permit.

32. This permit is only valid for works within Highway's right-of-way.

33. A copy of the permit must be on site at all times during construction.

34. The Permittee shall arrange a final inspection of the installation with Ministry personnel upon completion. Any deficiencies identified during the inspection must be repaired by the Permittee within two weeks (weather permitting).

35. The permittee is advised and acknowledges that the following hazards may be present at the work location and need to be considered in coordinating site safety: overhead hazards, particularly electrical or telecommunications lines; buried utilities, particularly electrical, telecommunication, and gas lines; traffic, danger trees, falling rocks, and sharp or infectious litter.

36. The Permittee is responsible for ensuring that they are in compliance with all Federal, Provincial legislation and local government by-laws.

37. **Bus stop shelter details are yet to be submitted and approved by the Ministry and will be accommodated assuming that the structure meets Ministry satisfaction. This item will be an amendment to the permit once approved.**

The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Squamish, British Columbia, this 13th day of November 2025



Jim Hegan, Area Development Officer, On Behalf of the Minister

APPENDIX C: PERMIT COVER NOTES

BRITISH COLUMBIA | Ministry of Transportation and Transit

DEVELOPMENT SERVICES
PERMIT COMMUNICATION

Village of Lions Bay
400 Centre Road
PO Box 101
Lions Bay, British Columbia V0N 2E0
Canada

Your File #:
eDAS File #: 2025-03956
Date: Nov/13/2025

Attention: Karl Buhr Public Works Manager

Re: Permit Number 2025-03956 for Bus Stop and Shelter at the start of the Hwy 99 Isleview SB On Ramp, Lions Bay.
Map: 1200404,497437

Enclosed is your copy of the above noted permit.

Please be aware that due to the urgency in issuing the construction permit I've had to include a caveat that will include addition minor works that have yet to be agreed to by the Ministry and our maintenance contractor. Most of those have been identified below. This will allow you to proceed with the construction at your earliest convenience while we continue to discuss those other items. Please be aware that a H1080 Traffic Management plan will need to be submitted to the Ministry representative (Tracey Walker), a minimum of 10 working days in advance, for her review and approval.

A few more sign details are required and will be finalized prior to the completion of the project. All highway related signs must be supplied and installed as per Ministry standards.

Bus Stop Shelter details are required including dimensions and accurate placement with highway right-of-way, i.e., distance from travelled portion of the highway and setback from, right-of-way boundary. Is there any intention to provide bus stop lighting and if so will also need to be reviewed by MOTT to ensure that there are no lighting conflicts or distractions to the travelling public. If required, what would be the source of electrical service?

If there are any painted lane line adjustments that require eradication, then a procedure will be provided. This also includes special recessed painted lane lines should they be present. Must avoid ghost lines where under certain lighting conditions might create confusion.

Local District Address
Squamish Area Office 101-42000 Loggers Lane Squamish, British Columbia V8B 0H3 Canada Phone: () - Fax: (604) 898-4376

The CRB plan will need to be tweaked a little. I would like to see the south end of the barrier run extended just beyond where the trail exits the highway. This should ideally prevent trail users from entering the highway shoulder area, exposing them to traffic. The consultant's plan does not provide enough detail regarding the approach CRB, i.e., all CRB must be connected and terminated as per MOTT standards, transition and bull nose pieces in the flare section.

To avoid any misunderstanding and to reiterate, The MOTT and/or their maintenance contractor do not maintain bus stops and/or shelters, or sidewalks and/or trails. This could be a challenge to the Permittee, especially during winter maintenance operations such as snow plowing. Plowing snow on the highway on-ramp will leave a windrow in the bus stop area that will need to be addressed by the Permittee.

All landscaping and fencing requirements associated with this project will be the responsibility of the Permittee to own and maintain. It is assumed by the Ministry that adjacent property owner(s) are content with any exposure that might be created by the project and if necessary, will be mitigated, including any costs, by the Permittee.

The 'future cross walk and bicycle charging station' noted on the drawings are not approved and have never been discussed with the Ministry. These items should not have been added to the drawings and to avoid any confusion in the future, are to be omitted on the completed record drawings.

The start and completion dates noted in the permit can be adjusted by an amendment if necessary and will ultimately be controlled by the H1080 Traffic Management plan, reviewed and approved by the Ministry representative.

Please quote file number 2025-03956 when contacting this office.

If you have any questions, please feel free to call Jim Hegan at (604) 898-4791.

Yours truly.



Jim Hegan
Development Officer / Operations Technician

Attachment: Permit, Plan & H1080 TC Form
Cc: MOTT Tracey Walker, OM&R Tech
CC: Miller Capilano Hwy Service (Concessionaire)

APPENDIX D: EXPECTED CONTRACTUAL TERMS AND CONDITIONS

As opposed to the MMCD or CCDC contract typically used for large municipal projects, the Project will be awarded by purchase order under the following Terms and Conditions, with the successful proponent as Contractor.

1. *Release And Indemnification*
    a. *The Contractor hereby releases Municipality, its officers, employees, agents, and assigns from all costs, losses, damages and disbursements, including, but not limited to, those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants, agents and sub-contractors in connection with their performance of the Services under this Agreement except to the extent such loss arises directly out of the negligence of Municipality.*
    b. *The Contractor shall take all precautions reasonably necessary to ensure the safety of the Contractor's personnel and all persons employed, contracted, or sub-contracted by the Contractor to perform the Services.*
    c. *The Contractor shall be responsible for any applicable WorkSafe BC assessments relating to any work under this Agreement. The Contractor must remain in good standing with WorkSafe BC and comply with all Workers Compensation Board legislation in the Province of British Columbia.*
    d. *The Contractor hereby agrees to indemnify and save harmless Municipality from and against all costs, losses, and damages (including, but not limited to, any and all third-party claims, economic loss, damage to property, injuries, and death) arising from any errors, omissions or negligent acts of the Contractor, its officers, servants, agents, and sub-contractors in the performance of the Services under the Agreement.*
    e. *The Contractor's release and indemnification provisions herein shall survive the expiration or termination of the Term of this Agreement.*
2. *Insurance*
    a. *Contractor shall maintain commercial insurance in the following manner and amounts:*
        i. *Comprehensive general liability insurance covering at least $5,000,000 per occurrence for death, bodily injury or damage to property on an all-risk basis.* \
        ii. *Motor vehicle insurance covering at least $2,000,000 for the use or operation of all motor vehicles and trailers owned, leased, hired, or controlled used or operated in the performance of the contract.*
    b. *Insurance policies shall include:*
        i. *Municipality and its officers, employees, officials, agents, representatives, and volunteers as Additional Insureds.*
        ii. *Cross liability coverage, and waiver of subrogation or recourse against Municipality.*
        iii. *At least 30 days' notice of cancellation or reduction in coverage, to be immediately delivered to Municipality by the insurer or Contractor for the duration of the Project.*
    c. *The insured be responsible for any deductibles or reimbursement clauses within a policy.*

d. *Contractor shall provide Municipality a current valid Certificate of Insurance prior to Project commencement evidencing continuous coverage.*

e. *Municipality shall be under no obligation to verify that the coverage outlined is adequate for Contractor's needs.*

f. *Contractor shall require its sub-contractors to obtain insurance on the same terms.*

g. *The foregoing insurance requirements shall not reduce the Contractor's obligations to release and indemnify Municipality as outlined herein*

3. *All Proposals shall be irrevocable and remain open for acceptance for at least 60 days after the date submitted.*

4. *Personnel named in a proposal are expected to remain in their positions throughout the Project. If key personnel cannot continue fulfilling their role, suitable replacements must be accepted by Municipality.*

5. *WorkSafe BC Requirements*

    a. *The Proponent must be registered and remain in good standing throughout the terms of the contract with WorkSafe BC and provide evidence of same.*

6. *Workers Compensation Board*

    a. *The Contractor shall be deemed to be the Prime Contractor within the meaning of Part 3 Division 3, Section 118 (1) of the Workers Compensation Act [RSBC 1996] Chapter 492. The Contractor shall have a written safety program in place that meets the requirements of Part 3 of the Workers Compensation Act and Part 3 of the WCB OHS Regulation.*

    b. *The Contractor's attention is drawn to Part 20 of the WCB OHS Regulation. Before starting construction work, the Contractor shall furnish the Workers Compensation Board with the written notice of the Project as required by the above-mentioned regulations with a copy to Municipality. The notice shall state that the Contractor is the Prime Contractor.*

    c. *The Contractor shall ensure that all Workers Compensation Board safety rules and regulations are observed during the performance of this contract, not only by the Contractor but also by all subcontractors, workers, material suppliers, and others engaged in the performance of this contract.*

    d. *In addition, the Contractor is to complete a Form 30M33, issued by the Workers Compensation Board, relating to the operation of equipment or work being done in proximity to overhead power lines.*

    e. *Photocopies of the notice and the completed Form 30M33 form are to be delivered to Municipality.*

    f. *The Contractor shall indemnify Municipality and hold Municipality harmless from all manner of claims, demands, costs, losses, penalties, and proceedings arising out of or in any way related to unpaid Workers Compensation Board assessments owing from any person employed on the work by the Contractor, by its sub-contractors or by any other person doing or contracting to do all or any part of the work of this contract or arising out of or in any way related to a failure to observe safety rules, regulation and practices of the Workers Compensation Board, including any penalties levied by the Workers Compensation Board.*

7. *Ownership Of Materials and Copyright*

    a. *Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of Municipality as a result of the Project ("Materials") may be used by Municipality as it deems necessary.*

    b. *Materials shall be transferred and delivered by the Contractor to Municipality without further compensation immediately following the expiration or sooner termination of the Agreement, provided that Municipality may, at any time or times prior to the expiration or sooner termination of this Agreement, request delivery of all or any part of the Materials in which event the Contractor shall immediately comply with such request. Materials created electronically must be provided in an electronic format acceptable to Municipality.*

    c. *The Contractor hereby transfers ownership in and to the Materials and assigns to Municipality any patent or copyright in the Materials. The Contractor agrees that title to the Materials is to be considered to have been transferred, and any copyright in the Materials is to be considered to have been assigned by the Contractor to Municipality upon its creation.*

    d. *The Contractor hereby waives, in favor of Municipality, the Contractor's moral right in respect to the Materials. The Contractor shall obtain in writing, from any other source used, all required approvals, assignments, waivers, including waivers of moral rights, releases of interest, and acknowledgments necessary to transfer ownership to any patent or copyright in the Materials to Municipality.*

    e. *The Contractor hereby represents and warrants that any portion of the Materials produced by the Contractor shall not infringe any patent or copyright of any other industrial or intellectual property rights, including trade secrets.*

8. *Compliance with laws and resolution of disputes: the Contractor shall comply with all applicable federal, provincial, municipal, and regulatory laws, statutes, regulations, or bylaws. These Terms and Conditions and all disputes arising out of or in connection with them or in respect of any defined legal relationship associated with or derived from them shall be governed by the laws of the Province of British Columbia.*