NAME OF OWNER'S

REPRESENTATIVE Robert Downs, Engineering Technologist III, City of Parksville

Parksville, BC V9P 2H3

100 Jensen Avenue East, Second Floor

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

250-951-2484

(PHONE)

INSTRUCTIONS TO TENDERERS PART I

1.0	Introduction	IT - 1
2.0	Tender Documents	IT - 1
3.0	Submission of Tenders	IT - 2
4.0	Additional Instructions to Tenderers	IT - 3

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IT - PART I
IT - 1
INSTRUCTIONS TO TENDERERS PART I
2019

to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2

to the Agreement, entitled "List of Contract Drawings".

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

(TO BE READ WITH "INSTRUCTIONS TO TENDERERS - PART II" CONTAINED IN THE EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN ARTICLE 2.2 BELOW)

	Owner:	The City of Parksville (NAME OF OWNER)						
	Contract:	2025 Pa	avement Overlay Program					
		(TITLE OF CO						
	Reference No.	5400-10	ONTRACT REFERENCE NO.)					
1.0	Introduction	1.1	These Instructions apply to and govern the preparation of tenders for this <i>Contract</i> . The <i>Contract</i> is generally for the following work:					
			Completion of pavement overlay within the City					
			of Parksville, including various associated tasks.					
			(BRIEF DESCRIPTION OF THE WORK)					
		1.2	Direct all inquiries regarding the Contract, to:					
			Robert Downs, Engineering Technologist III, City of Parksville					
			engineering@parksville.ca					
			Address: PO Box 1390					
			100 Jensen Avenue East					
			Parksville, BC					
			Phone : 250 951 2484					
			Fax:					
2.0	Tender Documents	2.1	The tender documents which a tenderer should review to prepare a tender consist of all of the <i>Contract Documents</i> listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached					

Unit		IT – Part I
PRICE		IT - 2
CONTRACT	Instructions to Tenderers Part I	2019

- 2.2 A portion of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers Part II, General Conditions, Specifications and Standard Detail Drawings, and the City of Parksville Engineering Standards and Specifications. They are those contained in the publications entitled "Master Municipal Construction Documents General Conditions, Specifications and Standard Detail Drawings" and "City of Parksville Subdivision Servicing Bylaw, 2017, No. 1540". Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the Tender Closing Date. All sections of these publications are by reference included in the Contract Documents.
- 2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

3.1

Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and Reference No., and must be received by the office of:

Robert Downs, Engineering Technologist III, City of Parksville

(TITLE OF POSITION)			
on or before:			
Tender Closing Time: Tender Closing Date:	<u>11</u> : June 26	<u>00</u> ,	am local time , 20 25
at			

Address:	Engineering Department, City of Parksville
	100 Jensen Avenue East, Second Floor
	Parksville, BC V9P 2H3
Fax:	

3.2 Late tenders will not be accepted or considered, and will be returned unopened.

4.0 Additional Instructions to Tenderers

4.1 Budget

The City's remaining budget for pavement overlay and associated works in 2025 is approximately \$750,000. Portions of these budgets will be used for related tasks outside the scope of this Tender. The City reserves the right to expand of reduce the scope of work as required to remain on budget.

4.2 Cancellation

The City reserves the right to cancel this Invitation to Tender at any time and for any reason, and will not be responsible for any loss, damage, cost, or expense incurred or suffered by any Proponent as a result of that cancellation.

4.3 Right to Reject

The Proponent acknowledges that the City shall have the right to reject any and all tenders for any reason or to accept any Tender which the City in its sole unrestricted discretion deems most advantageous to itself, including any Tender that does not contain the content or form required by this Invitation to Tender, or for failure to comply with the process for submission noted in this Invitation to Tender. By submitting a tender, the Proponent acknowledges the City's right under this clause and absolutely waives any right of action against the City for the City's failure to accept the Proponents' tender whether or not such right of action arises in contract, negligence, or any other cause of action.

4.4 Award of Tender

Contracts over \$500,000 entail a staff report, and approval by City of Parksville Council for award. This procurement cannot be awarded if it exceeds Council approved budget.

4.5 Site Examination

The Contractor shall visit the project site and surrounding properties and satisfy themselves as to the existing conditions of the area before submitting a bid.

4.6 Conflicting Standards

The Contractor shall verify the governing standard with the Contract Administrator wherever they believe a discrepancy may exist.

4.7 Accuracy of Information

The City makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in this Invitation to Tender or any record or document associated with it.

4.8 Publicity

- The Contractor shall not make any statement of fact or opinion regarding any aspect of the Invitation to Tender or resulting Contract to the media or any member of the public without the prior written authorization of the City.
- All publicity relating to this project is subject to the approval
 of the City and no mention of the Project in advertising or
 articles in any publication will be permitted unless
 authorized in advance, in writing, by the City.

4.9 Tender Evaluation

The Tender will be evaluated per the City's Purchasing Policy. Tenders will not be opened publicly.

Owner: City of Parksville

Contract: (NAME OF OWNER)

Contract: 2025 Pavement Overlay Program

(TITLE OF CONTRACT)

Reference No. 5400-10-PAV

(OWNER'S CONTRACT REFERENCE NO.)

To Owner:

WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed all of the *Contract Documents*, including the Instructions to Tenderers, the specified edition of the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings" and the following Addenda:

(ADDENDA, IF ANY)

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and
- 1.3 have complied with the Instructions to Tenderers; and

ACCORDINGLY WE HEREBY OFFER

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve Substantial Performance of the Work on or before ______; and

(WORK DURATION OR DATE)

2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate unit prices set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any lump sums or specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

WE CONFIRM:

3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary.

WE CONFIRM:

- 4.1 that the following appendices are attached to and form a part of this tender:
 - 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers Part II.

WE AGREE:

- that this tender will be irrevocable and open for acceptance by the *Owner* for a period of <u>Sixty (60)</u> calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
 - 5.1.1 within fifteen (15) days of receipt of the written *Notice of Award* deliver to the *Owner*.
 - .1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
 - .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
 - .3 a "clearance letter" indicating that the tenderer is in Worksafe BC compliance; and
 - a copy of the insurance policies as specified in GC
 indicating that all such insurance coverage is in place and;
 - 5.1.2 within two (2) days of receipt of written "Notice to Proceed", or such longer time as may be otherwise specified in the Notice to Proceed, commence the Work; and
 - 5.1.3 sign the Contract Documents as required by GC 2.1.2.

WE AGREE:

- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
 - 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

6.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party. We further agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the Bid Security shall be forfeited to the Owner, in an amount equal to the lesser of:

6.1.3 the face value of the Bid Security; and

(AUTHORIZED SIGNATORY)

6.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

OUR ADDRESS IS AS FOLLOWS:

Phone:	
Fax:	
Attention:	
This Tender	r is executed this
da	ay of
Contractor:	
(FULL LEGAL NAI	ME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)
(AUTHORIZED SIG	GNATORY)

APPENDIX 1 – SCHEDULE OF QUANTITIES AND PRICES

APPENDIX 1 PAGE 1 OF 2 2019

2025	Pavement	Overlay	Program
2020	I avcilioni	Overlay	i rogram

(TITLE OF CONTRACT

See paragraph 5.3.1 of the <u>Instructions to Tenderers</u> – Part II. All prices and Quotations including the <u>Contract Price</u> shall include all <u>Taxes</u>, but shall not include <u>GST</u>. <u>GST</u> shall be shown separately.

General

- All unit rates shall be in Canadian funds and shall remain firm for the entire contract term.
- All unit rates are inclusive without limitation and shall include labour, vehicle, fuel, equipment, materials, tools, traffic control, mobilization, demobilization, supervision, insurance, licences, permits, overhead and profit and all other expenditures necessary in connection and completion of the services requested.
- In case of conflict between unit costs and any extended totals, unit costs will govern.
- Estimated quantities shown in this section are approximate requirements and do not constitute a warranty or guarantee by the City as to the actual quantities to be purchased. The City expressly reserves the right to increase or decrease the quantities / services. The unit rate quoted will apply to any increase or decreases in estimated quantity / services.

PAVEMENT OVERLAY

SCHEDULE OF QUANTITIES AND PRICES

	MMCD						
ITEM	SECTION	PARA	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	AMOUNT (\$)
			Milling and Removal of				
1.01	32 01 16.7	1.5.1	Asphalt (50mm ± 10mm)	m²	10,684		
			Milling and Removal of				
1.02	32 01 16.7	1.5.1	Asphalt (70mm ± 10mm)	m²	666		
1.03	32 12 13.1	1.5.1	Tack Coat	m²	as required		
1.04	32 12 13.2	1.5.1	Prime Coat	m²	as required		
		1.5.1,					
1.05	32 12 16	1.5.2	Asphalt	tonne	1,447		
		1.4.1	Base Course - remove and				
1.06	31 22 16	1.4.3	replace	tonne	as required		
		1.4.1	Subbase Course - remove				
1.07	31 22 16	1.4.3	and replace	tonne	as required		
1.08	SS 1	3.1, 3.2	Asphalt Control Curb	m	51		
		1.5.2,	Industrial Way Parts 1 and				
1.09	32 17 23	1.5.3	2 Painting	LS			
						ROPOSAL PRICE	
						CONTINGENCY	75,000
					PROPOSAL +	CONTINGENCY	
						GST	
					TOTAL PRICE I	NCLUDING GST	

Tenderer's Initials

APPENDIX 2 – PRELIMINARY CONSTRUCTION SCHEDULE

2025 Pavement Overla	ay Program
----------------------	------------

(TITLE OF CONTRACT)	
See paragraph 5.3.2 of the Instructions	to Tenderers – Part II.
Indicate Schedule with bar chart with m	ajor item descriptions and time.
MILESTONE	
Indicate Schedule with bar chart with m	

ACTIVITY	CONSTRUCTION SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

APPENDIX 3 - EXPERIENCE OF SUPERINTENDENT

APPENDIX 3 PAGE 1 OF 1 2019

	2025 Pavement Overlay Program
	(TITLE OF CONTRACT)
	See paragraph 5.3.3 of the Instructions to Tenderers – Part II.
Name:	
Experience:	
Dates:	
Project Name:	
_	
<u>-</u>	
-	
References:	
-	
Dates:	
<u>-</u>	
<u>-</u>	
<u>-</u>	
References:	
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Dates:	
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Tenderer's Initials	

2025 Pavement Overlay Program

(TITLE OF CONTRACT)

See paragraph 5.3.4 of the Instructions to Tenderers – Part II.

PROJECT		R / CONTACT NAME	WORK DESCRIPTION	VALUE (\$)
11100201	Owner / Contract	ionz and i /i/		771202 (ψ)
	Phone ()	Fax <u>(</u>	_	
	Owner / Contract		_	
	Phone ()	Fax <u>(</u>)	_	
	Owner / Contract		_	
	Phone ()	Fax <u>(</u>)	_	
	Owner / Contract		_	
	Phone ()	Fax ()		
	Owner / Contract		_	
	Phone ()	Fax ()		
	Owner / Contract		_	
	Phone ()	Fax ()		
	Owner / Contract		_	
	Phone ()	Fax ()		
	Owner / Contract		_	
	Phone ()	Fax ()		
	Owner / Contract		_	
	Phone ()	Fax ()		
	Owner / Contract		_	
	Phone ()	Fax ()		
	Owner / Contract		_	
	Phone ()	_Fax <u>(</u>)	_	
	Owner / Contract		_	
	Phone ()	Fax ()		

Tenderer's Initials	

BETWEEN OWNER AND CONTRACTOR

	This agre	eement made in dupli	icate this
		day of,	. 20
Contract:	(TITLE OF C	CONTRACT)	
Reference No.	(OWNER'S (CONTRACT REFERENCE NO.)	
	BETWE	EEN:	
	The	The City of Parksville	
		(NAME OF OWNER)	
		(the "Owner")	
	AND:		
		(NAME AND OFFICE ADDRE	ESS OF CONTRACTOR)
		(the "Contractor")	

The Owner and the Contractor agree as follows:

Article 1 The Work Start / Completion Dates

- 1.1 The *Contractor* will perform all *Work* and provide all labour, equipment and material and do all things strictly as required by the *Contract Documents*.
- The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before subject to

(INSERT DATE OF SUBSTANTIAL PERFORMANCE)

the provisions of the <u>Contract Documents</u> for adjustments to the <u>Contract Time</u>.

1.3 Time shall be of the essence of the *Contract*.

Article 2 Contract Documents

2.1

- The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

Article 3 Contract Price

- 3.1 The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following
 - 1.1.1 the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - 1.1.2 all lump sums, if any, as listed in the <u>Schedule of Quantities and Prices</u>, for items relating to or incorporated into the *Work*; plus
 - 1.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.
- 3.2 The <u>Contract Price</u> shall be the entire compensation owing to the <u>Contractor</u> for the <u>Work</u> and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the <u>Work</u>.

Article 4 Payment

- Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Article 5 Rights and Remedies

5.1 The duties and obligations imposed by the <u>Contract Documents</u> and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5.2 Except as specifically set out in the <u>Contract Documents</u>, no action or failure to act by the <u>Owner</u>, <u>Contract Administrator</u> or <u>Contractor</u> shall constitute a waiver of any of the parties' rights or duties afforded under the <u>Contract</u>, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the <u>Contract</u>.

Article 6 Notices

6.1 Communications among the *Owner*, the *Contract Administrator* and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by hand, or by fax, or by pre-paid registered mail to the addresses as set out below:

The Owner.

	The City of P	arksville
	PO Box 1390), 100 Jensen Avenue East
	Parksville, B	C, V9P 2H3
	Phone:	250 951-2484
	Attention:	
The Con	tractor.	
•		
•	Fax:	
	Attention:	
The Con	ntract Adminis	strator.
	Pohert Down	ns, Engineering Technologist III, City of Parksville
•		
•	rdowns@par	
	100 Jensen /	Avenue East, Parksville, BC
	Fax:	
	Attention:	
	-	

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
 - 1.1.4 immediately upon delivery, if delivered by hand; or
 - 1.1.5 immediately upon transmission if sent by fax and received in hard copy; or
 - 1.1.6 after 5 Days from date of posting if sent by registered mail.

Unit		FORM OF AGREEMENT
PRICE		Page 4 of 6
CONTRACT	FORM OF AGREEMENT	2019

- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the *Contract Administrator* changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the <u>Contract Documents</u> are for convenience only and do not form part of this <u>Contract</u> and will not be used to interpret, define or limit the scope or intent of this <u>Contract</u> or any of the provisions of the <u>Contract Documents</u>.
- 7.4 A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

Contractor.

Owner.

(
(AUTHORIZED SIGNATORY)
(AUTHORIZED SIGNATORY)
(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)
(AUTHORIZED SIGNATORY)
(AUTHORIZED SIGNATORY)

FORM OF AGREEMENT

Schedule 1 Schedule of Contract Documents

The following is an exact and complete list of the <u>Contract Documents</u>, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with "*" are contained in the "Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings", edition dated 2019 including Supplemental Update 2022-04-07. All sections of this publication are included in the Contract Documents.

07. All sections of this publication are included in the Contract Documents. 8.1 Agreement, including all Schedules; 8.2 Supplementary General Conditions; 8.3 General Conditions*: 8.4 Supplementary Specifications; Specifications*; 8.5 8.6 Standard Detail Drawings *; 8.7 Executed Form of Tender, including all Appendices; 8.8 Contract Documents listed in Schedule 2 to the Agreement -"List of Contract Documents"; 8.9 Instructions To Tenderers - Part I; Instructions to Tenderers - Part II*; 8.10 8.11 City of Parksville Engineering Standards and Specifications 8.12 The following Addenda:

(ADDENDA, IF ANY)

Schedule 2 <u>List of Contract</u> <u>Documents</u>

TITLE	DRAWING NO.	REVISION NO.	REVISION DATE
Cover Sheet and General Notes	5400-10-2500	А	20250605
Key Plan	5400-10-2501	А	20250605
Industrial Way Part 1 - Paving	5400-10-2502	А	20250605
Industrial Way Part 1 - Painting	5400-10-2503	А	20250605
Industrial Way Part 2 - Paving and Painting	5400-10-2504	А	20250605
Doehle, Aquila, Todd - Paving	5400-10-2505	А	20250605
Meridian, Aurora - Paving	5400-10-2506	А	20250605

UNIT PRICE CONTRACT INVITATION TO TENDERERS
PAGE 1 of 6
2019

8.2 **Supplementary General Conditions**

8.2.1. Access to Information Legislation

Contractors should be aware that part or the entire Contract may be subject to disclosure under the B.C. Freedom of Information and Privacy Act. Contractors who wish to protect their information from disclosure should specifically identify any information within the Contract that constitutes a trade secret of business, or commercial information that is explicitly supplied in confidence, and the release of which could significantly harm their competitive position or interfere with their negotiating position. Neither the Owner nor the Contract Administrator can assure Contractors that information contained in this document will remain confidential, since the Freedom of Information and Privacy Act may require disclosure. Contractors should refer to that legislation, specifically Section 21, for more information.

8.2.2. Standards and Specifications

It is the Contractors responsibility to familiarize themselves with all Contract Documents prior to execution, including City of Parksville standards that may supersede standards specified elsewhere. The Contractor may not claim, after execution of the Contract, that there was any misunderstanding with respect to the conditions imposed by the documents.

Section numbers referred to in the Schedule of Quantities and the Measurement and Payment clauses are for guidance only. Contractors are advised that descriptions of pay items may be in more than one section of the Contract Documents. It is the Contractor's responsibility to become familiar with these pay item descriptions.

8.2.3. Rates of Pay

The minimum rate of pay for work performed under this Contract or under sub-contract shall be as classified in the current collective agreement between the Owner and the Canadian Union of Public Employees, Local 401. Should the Owner determine that any contractor is not complying with this requirement, the Owner will immediately exercise any and all rights it has under the Contract and take such measures as may be appropriate under its Contract with the Contractor. The measures include, but are not limited to, termination of said Contract. The Owner may require that the Contractor provide copies of information stating the wage rates paid to its employees and the employees' entitlement for works on this Contract.

8.2.4. Payment Terms

All invoices, quoting the City's purchase order number, should be submitted electronically to ap@parksville.ca and copied to the Project Manager at the email address of rdowns@parksville.ca. All invoices paid as a result of this tender will be paid as per the City's standard payment terms "Net 30 days".

8.2.5. Construction Staging Plan

To assist with public notifications the Contractor is required to provide a Construction Staging Plan for review and approval by the Contract Administrator and Owner. This plan is to be professionally drafted and of sufficient detail to, in the opinion of the Owner, clearly communicate the overall construction staging strategy and timelines to public. This plan will be submitted with the documents listed in 5.1.1 in the Form of Tender and updated as required throughout the project.

8.2.6. Traffic Control

Regulate all traffic in working areas per Worksafe BC's requirements and submit a traffic management plan for acceptance prior to commencement of work.

SUPPLEMENTARY GENERAL CONDITIONS AND SUPPLEMENTARY SPECIFICATIONS

INVITATION TO TENDERERS
PAGE 3 of 6
2019

8.2.7. Environmental Protection

All erosion and sediment management plans and protection shall be in place before any disturbance of soils or excavation.

8.2.8. Permits

A permit for Work in City Property is required to be secured from the City of Parksville before any on-site activities can begin. The Contractor is required to secure this permit and adhere to the conditions therein.

8.2.9. Construction Layout

The Contractor will be responsible for all construction layout of the work required to execute the contract and construct the works in accordance with the design, standard specifications, and other listed specifications forming part of the Contract.

8.2.10. Materials Testing

The Contractor is responsible for materials testing in accordance with Section 7 of Parksville's Engineering Standards and Specifications. Copies of all testing results will be provided to the Contract Administrator for approval.

8.2.11. Property Restoration

The Contractor will be required to employ construction methods that minimize all disruption to private and public property. Disruption beyond the authorized limits will be reinstated at the Contractor's expense. Disruption of private and public lands obtained and used by the Contractor as a storage facility, temporary staging area, or any other construction related purpose will be the responsibility of the Contractor to maintain and re-instate.

8.2.12. Residence and Business Access

Vehicle and pedestrian access shall be maintained at all times to all residences and businesses.

8.2.13. Existing Utilities

The Contractor is responsible for locating all existing utilities as well as service connections in the project area prior to commencing work. Damage resulting from the failure to accurately locate or maintain utilities and services will be sole responsibility of the Contractor.

8.2.14. Notice to Residents and Businesses

The Contractor shall provide notice to the Owner no later than four days before the start of construction. The Owner will be responsible for delivering letters to the affected residents and business premises.

8.2.15. Copyright or Ownership

All documents, reports, working papers or other materials submitted to the City shall become the sole and exclusive property of the City, in the public domain, and not the property of the Contractor. The Contractor will be required to assign any and all copyright to the City. The City will have exclusive rights to copy, edit, publish, and re-use all material in connection with this project and as reference material for future works at the City without further compensation to the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS AND SUPPLEMENTARY SPECIFICATIONS

Invitation to Tenderers Page 4 of 6 2019

8.2.16. Cancellation

The City reserves the right to cancel the Contract, at its sole and absolute discretion, with 30 days written notice, and the Contractor will have no rights or claims against the City. The Contractor will be entitled to be paid for all authorized work and expenses to termination date. Cancellation would not, in any manner whatsoever, limit the City's right to bring action against the Contractor for damages for breach of contract.

8.2.17. Archaeological

The Contractor is advised that the City has notified the Archaeology Branch under the limits of the City's blanket permit.

The Owner may require an Archaeological Monitoring Consultant to be present during work deemed by that Consultant, the Owner, or the Contract Administrator as moderate to high potential for uncovering significant cultural materials. The Contractor shall co-ordinate their work with the Consultant to ensure that the monitoring can be completed without delays or impedance. If cultural materials or suspected significant cultural materials are uncovered during construction, work may be halted.

Additionally, if cultural materials or suspected significant cultural materials are uncovered outside of the monitoring periods the contractor is instructed to follow the Archaeological Chance Find Procedure for the City of Parksville. All on-site personnel and Contractors must be informed of the Archaeological Chance Find Recovery Procedure and have access to a copy while on site. A digital copy of the procedure will be provided by the Owner prior to the start of construction.

UNIT PRICE CONTRACT INVITATION TO TENDERERS
PAGE 5 of 6
2019

8.4 **Supplementary Specifications**

UNIT PRICE CONTRACT

SUPPLEMENTARY GENERAL CONDITIONS AND SUPPLEMENTARY SPECIFICATIONS

Invitation to Tenderers Page 6 of 6 2019

SS 1 – Asphalt Control Curbs

1.0 General

- 1.1 Section SS 1 refers to the installation of asphalt water control curbing. Areas are as noted on the design drawings. This section must be referenced to and interpreted simultaneously with all other sections pertinent to the works described herein.
- 1.2 Finished curbing should direct water to the adjacent ditch in the same manner and location as the existing curbing does.

2.0 Related Work

2.1 Traffic Control, Vehicle Access and Parking

Section 01 55 00

3.0 Measurement and Payment

- 3.1 Payment for asphalt control curbing includes delivery and installation of asphalt curbing and spillway and all efforts to return the adjacent boulevard and pavement surface to prior conditions or better.
- 3.2 Measurement will be by the linear meter of pavement edge receiving asphalt control curbing.



2025 PAVEMENT OVERLAY

GENERAL NOTES

- 1. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN AN 'APPLICATION FOR PERMISSION TO WORK ON CITY PROPERTY' AND PROVIDE PROOF OF LIABILITY INSURANCE COVERAGE IN THE AMOUNT OF \$5,000,000 WITH THE CITY OF PARKSVILLE AS AN ADDITIONAL INSURED PRIOR TO CONSTRUCTION.
- 2. COMPLY WITH APPLICABLE CITY BYLAWS AND WORKSAFE BC REGULATIONS.

BE REPLACED BY A B.C. LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

- 3. ALLOW FOR MEETINGS WITH CITY STAFF, INCLUDING A PROJECT INITIATION MEETING AS WELL AS PROGRESS MEETINGS IF DEEMED NECESSARY; THESE MAY BE HELD REMOTELY (DIGITALLY) OR IN PERSON.
- 4. THE CONTRACTOR SHALL SUPPLY THE CITY WITH THE NAMES OF THE CONTRACTOR'S EMERGENCY PERSONNEL AND THEIR AFTER HOUR PHONE NUMBERS.
- AST 4 DAYS IN ADVANCE OF ROADWORK. NOTICE TO RESIDENTS, BUSINESSES AND THE PUBLIC WILL BE THE RESPONSIBILITY OF THE OWNER.
- 6. REGULATE ALL TRAFFIC IN WORKING AREAS PER WORKSAFE BC'S REQUIREMENTS, AND SUBMIT A TRAFFIC MANAGEMENT PLAN FOR ACCEPTANCE PRIOR TO COMMENCEMENT OF WORK.
- 7. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION FOR ALL
- REQUIRED UNDERGROUND LOCATES. 8. ALL SURVEY MONUMENTS WITHIN THE PROJECT BOUNDARIES SHALL BE PROTECTED DURING THE COURSE OF THE WORK. SHOULD ANY SURVEY MONUMENT REQUIRE RAISING OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE CITY

ENGINEERING DEPARTMENT AT LEAST 72 HOURS IN ADVANCE OF SCHEDULING WORK. ALL DISTURBED MONUMENTS WILL

- 9. ALL REQUESTED CHANGES TO THE APPROVED DESIGN DRAWINGS SHALL BE SUBMITTED BY CERTIFIED CHANGE ORDER PREPARED BY THE CONSULTANT AND SUBMITTED TO THE CITY FOR APPROVAL.
- 10. IF CONSTRUCTION ENTERS ONTO PRIVATE PROPERTY, THE CITY OF PARKSVILLE AND THE CONTRACTOR WILL REQUIRE WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER PRIOR TO UNDERTAKING ANY WORK. THE CITY WILL SUPPLY A "PERMISSION TO ENTRY PROPERTY AND PERFORM WORK" FORM.
- 11. ALL OPEN CUT EXCAVATIONS SHALL BE BACKFILLED BY THE END OF THE WORKING DAY UNLESS OTHERWISE AUTHORIZED BY THE DIRECTOR OF ENGINEERING AND OPERATIONS, OR APPOINTED REPRESENTATIVE.
- 12. ALL PUBLIC ROADWAYS AFFECTED BY THE WORKS SHALL BE KEPT IN A CLEAN STATE AT ALL TIMES. DUST CONTROL MEASURES SHALL ALSO BE EMPLOYED DURING THE COURSE OF THE WORK.
- 13. WORKING HOURS FOR CONSTRUCTION SHALL BE LIMITED TO 7:00 AM TO 9:00 PM, MONDAY THROUGH SATURDAY, WITH NO WORK PERFORMED ON SUNDAY. NO WORK SHALL TAKE PLACE ON ANY STATUTORY HOLIDAY.
- 14. ITEMS REMOVED AND NOT INTENDED FOR RE-USE OR DISPOSAL ARE TO BE DELIVERED TO THE CITY OF PARKSVILLE'S PUBLIC WORKS YARD, UNLESS OTHERWISE INSTRUCTED BY THE CONTRACT ADMINISTRATOR.
- 15. ALL LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES SHOWN ARE SCHEMATIC ONLY AND HAVE BEEN INTERPRETED FROM AS-BUILT DRAWINGS WHICH ARE CONSIDERED INCOMPLETE/INACCURATE. ALL OR ANY STRUCTURES AND SERVICES ARE NOT NECESSARILY SHOWN. CONTRACTOR IS TO LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY DISCREPANCIES ARE TO BE REPORTED TO THE CONTRACT ADMINISTRATOR.
- 16. CONTRACTOR TO CONFIRM THAT ELEVATION, LOCATION AND GRADIENT OF ASPHALT MATCH EXISTING PRIOR TO PLACEMENT OF ASPHALT OR CONCRETE.
- 17. ALL TREES NOT BEING REMOVED IN THE CONSTRUCTION AREA SHALL BE PROTECTED.
- 18. ADJUST ALL MANHOLES, WATER VALVES, HYDRO VAULTS, ETC. TO MATCH NEW CONSTRUCTION.
- 19. ALL SURFACE RESTORATION TO BE RESTORED TO EXISTING CONDITION OR BETTER

PAVEMENT OVERLAY NOTES

- 1. IT IS THE CONTRACTORS RESPONSIBILITY TO COLLECT AND REVIEW ALL RELEVANT DATA AND DRAWINGS. INSPECT AND BECOME FAMILIAR WITH SITE CONDITIONS AND CONSTRAINTS, INTERVIEW RELEVANT CITY STAFF FOR BACKGROUND INFORMATION, AND LOCATE MANHOLES, WATER VALVES, AND ANY OTHER FEATURES WITHIN THE PAVED SURFACE.
- 3. COORDINATE WITH THE CONTRACT ADMINISTRATOR TO DETERMINE AREAS REQUIRING ANCILLARY PATCHING. PERFORM ADDITIONAL MILLING AND PAVING, OR REPLACEMENT OF GRANULAR MATERIALS, AS REQUIRED.
- 4. PAVEMENT PATCHING SHALL MEET THE REQUIREMENTS IN MMCD 32 12 16 3.8.
- PERFORM ASPHALT MILLING 6. PERFORM FULL DEPTH MILLING AT 50mm AVERAGE THICKNESS UNLESS OTHERWISE SPECIFIED IN DRAWINGS. ENSURE A CONSTANT CROSS SLOPE FROM THE CENTER LINE OF THE ROAD TO THE GUTTER LINE.
- 7. LOCATE AND PROTECT ALL SURFACE FEATURES INCLUDING, BUT NOT LIMITED, TO MANHOLES, CATCH BASINS, WATER VALVES, AND BC SURVEY MONUMENTS. WHERE RISERS ARE REQUIRED TO BRING MANHOLES AND VALVES TO GRADE, METAL RISERS ARE ACCEPTABLE.
- 8. MILLED PAVEMENT TO BE DISPOSED OF OFF-SITE.
- 9. PAVEMENT MILLING AND RELATED ACTIVITIES TO BE CARRIED OUT AS PER MMCD 32 01 16.7.

10. PAVEMENT SURFACE CLEANING TO BE CARRIED OUT IN ACCORDANCE WITH MMCD 32 01 11.

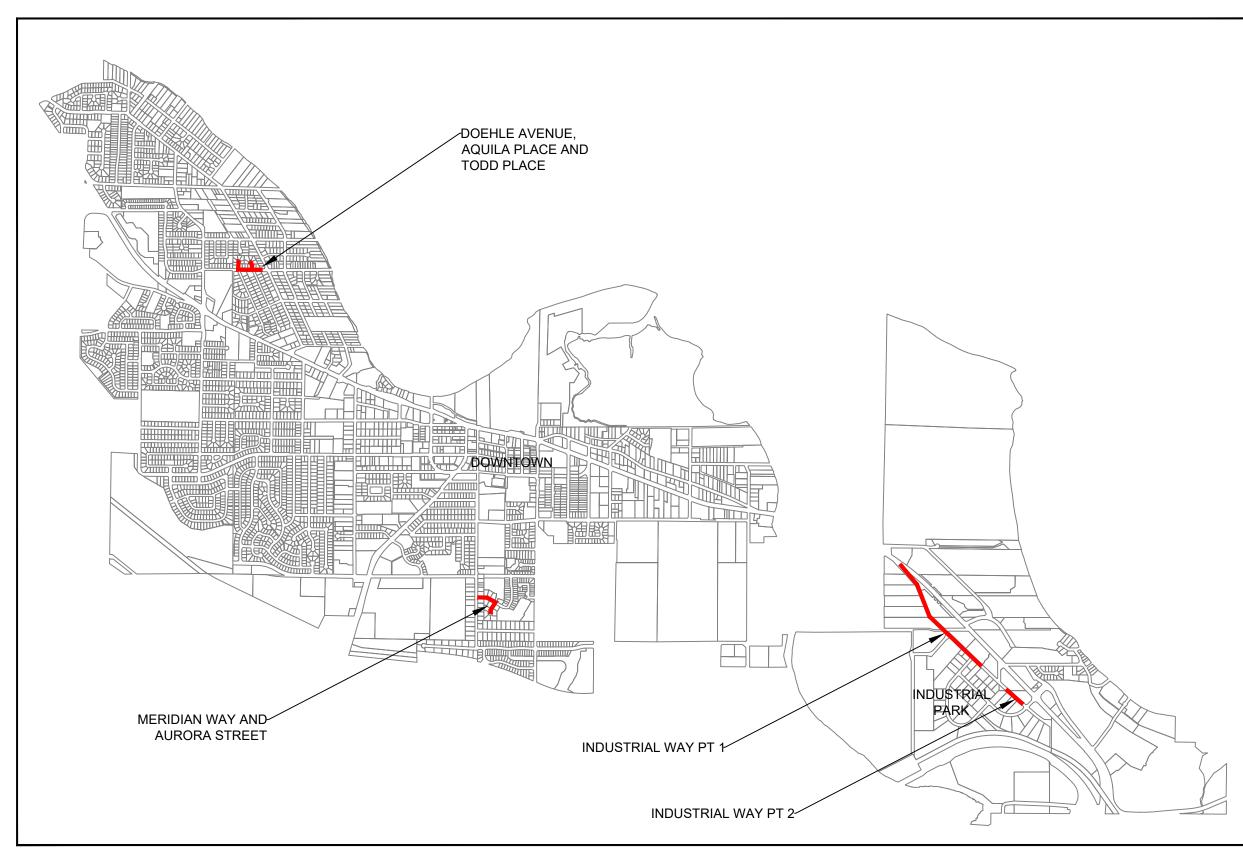
BASE PREPARATION

- 11. PREPARE ALL AREAS OF BASE COURSE AFTER MILLING AND PRIOR TO PAVING IN ACCORDANCE WITH MMCD 31 22 16.
- 12. AN ASPHALT TACK COAT OR PRIME COAT SHALL BE APPLIED AS APPROPRIATE PER MMCD 32 12 13.1, AND 32 12 13.2 PRIOR
- TO PAVEMENT OVERLAY. 13. A LAYER OF HOT MIX ASPHALT PAVING WITH A MINIMUM THICKNESS OF 50 MILLIMETERS SHALL BE PLACED AS PER MMCD
- 32 12 16.

MATERIALS TESTING

- 14. FOR EARTHWORKS, PERFORM TESTING OF SUBBASE AND BASE MATERIALS IN ACCORDANCE PARKSVILLE STANDARDS, INCLUDING BUT NOT LIMITED TO CITY OF PARKSVILLE ENGINEERING STANDARDS AND SPECIFICATIONS (ESS) 7.25, 7.26,
- 15. FOR PAVING, PERFORM TESTING OF ASPHALT IN ACCORDANCE PARKSVILLE STANDARDS, INCLUDING BUT NOT LIMITED TO ESS 7.29 AND 7.30.
- 16. PROVIDE ALL TESTING RESULTS TO THE CONTRACT ADMINISTRATOR FOR REVIEW.
- **PAVEMENT PAINTING** 17. ALL PAVEMENT PAINTING TO BE COMPLETED USING TRAFFIC PAINT OR THERMOPLASTIC PAINT AS PER MMCD 32 17 23.
- 18. TRANSVERSE MARKINGS, CROSSWALKS, BICYCLE SYMBOLS AND ARROWS ARE TO BE APPLIED WITH THERMOPLASTIC
- 19. LONGITUDINAL LINES ARE TO BE APPLIED USING TRAFFIC PAINT.

20. CONTRACTOR SHALL REPAIR OR REPLACE ANY CITY INFRASTRUCTURE DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS DURING THE PROCESS OF COMPLETING THE WORK.

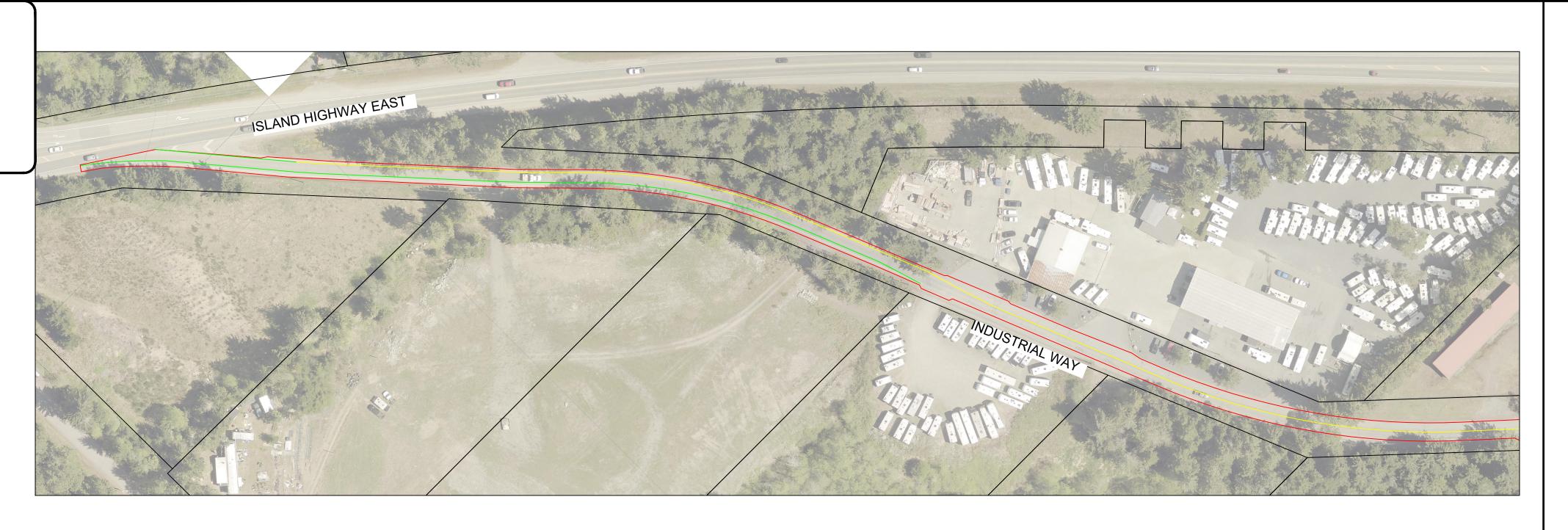


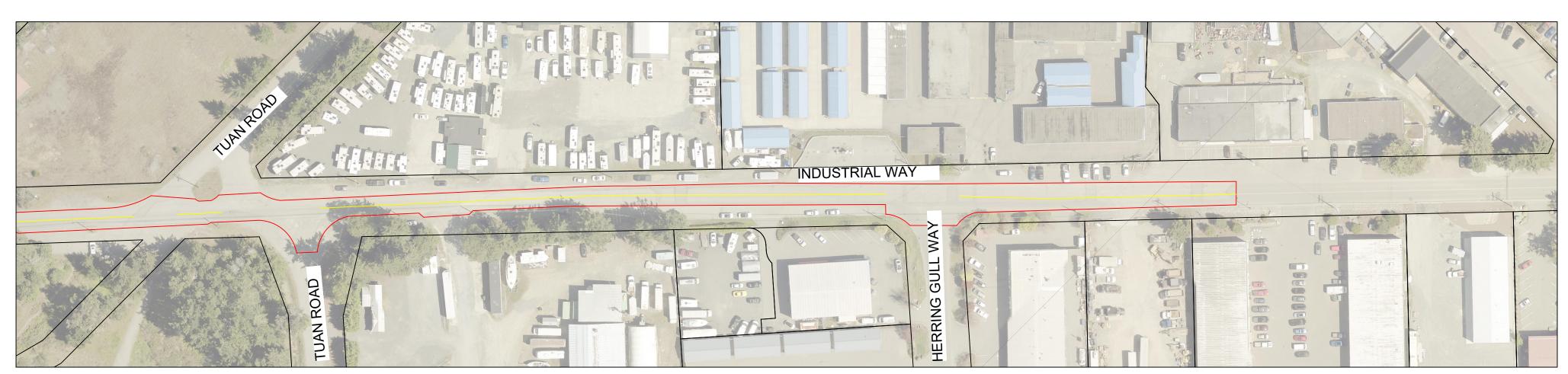
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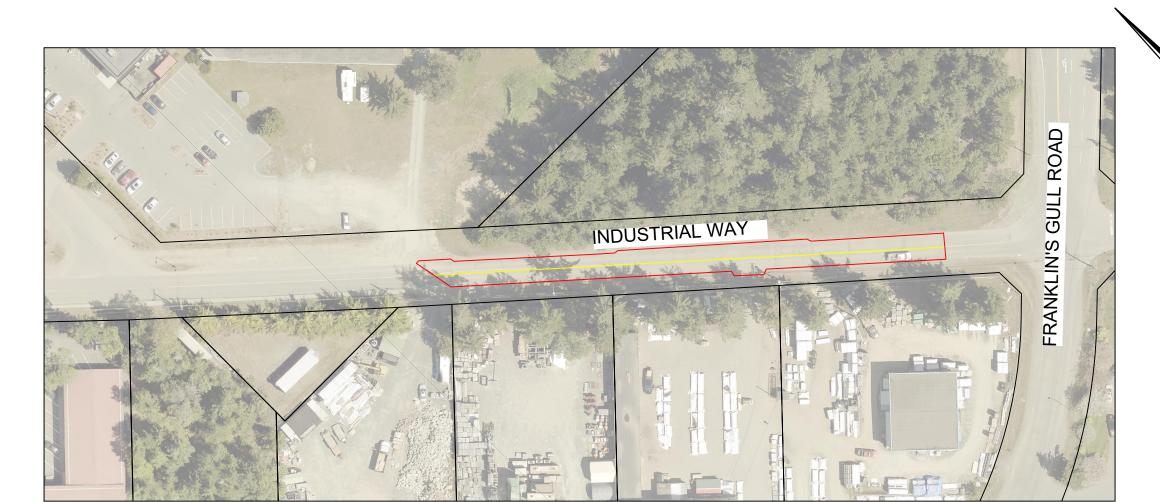
DRAWING INDEX			
SHEET NUMBER	REV. NUMBER	TITLE	
5400-10-2500	Α	COVER SHEET AND GENERAL NOTES	
5400-10-2501	А	KEY PLAN	
5400-10-2502	A	INDUSTRIAL WAY PART 1 - PAVING	
5400-10-2503	A	INDUSTRIAL WAY PART 1 - PAINTING	
5400-10-2504	A	INDUSTRIAL WAY PART 2 - PAVING AND PAINTING	
5400-10-2505	A	DOEHLE, AQUILA, TODD - PAVING	
5400-10-2506	A	MERIDIAN, AURORA - PAVING	

City of Parksville Project No. 5400-10

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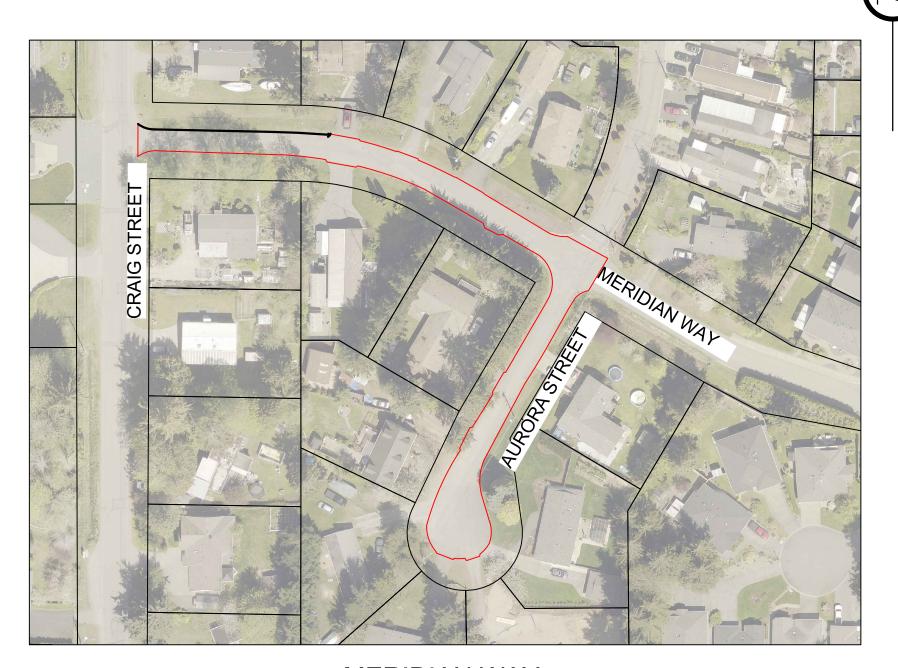


INDUSTRIAL WAY PART 2





DOEHLE AVENUE AQUILA PLACE TODD PLACE



MERIDIAN WAY AURORA STREET

- NOTE:

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PARKSVILLE



2025 PAVEMENT OVERLAY

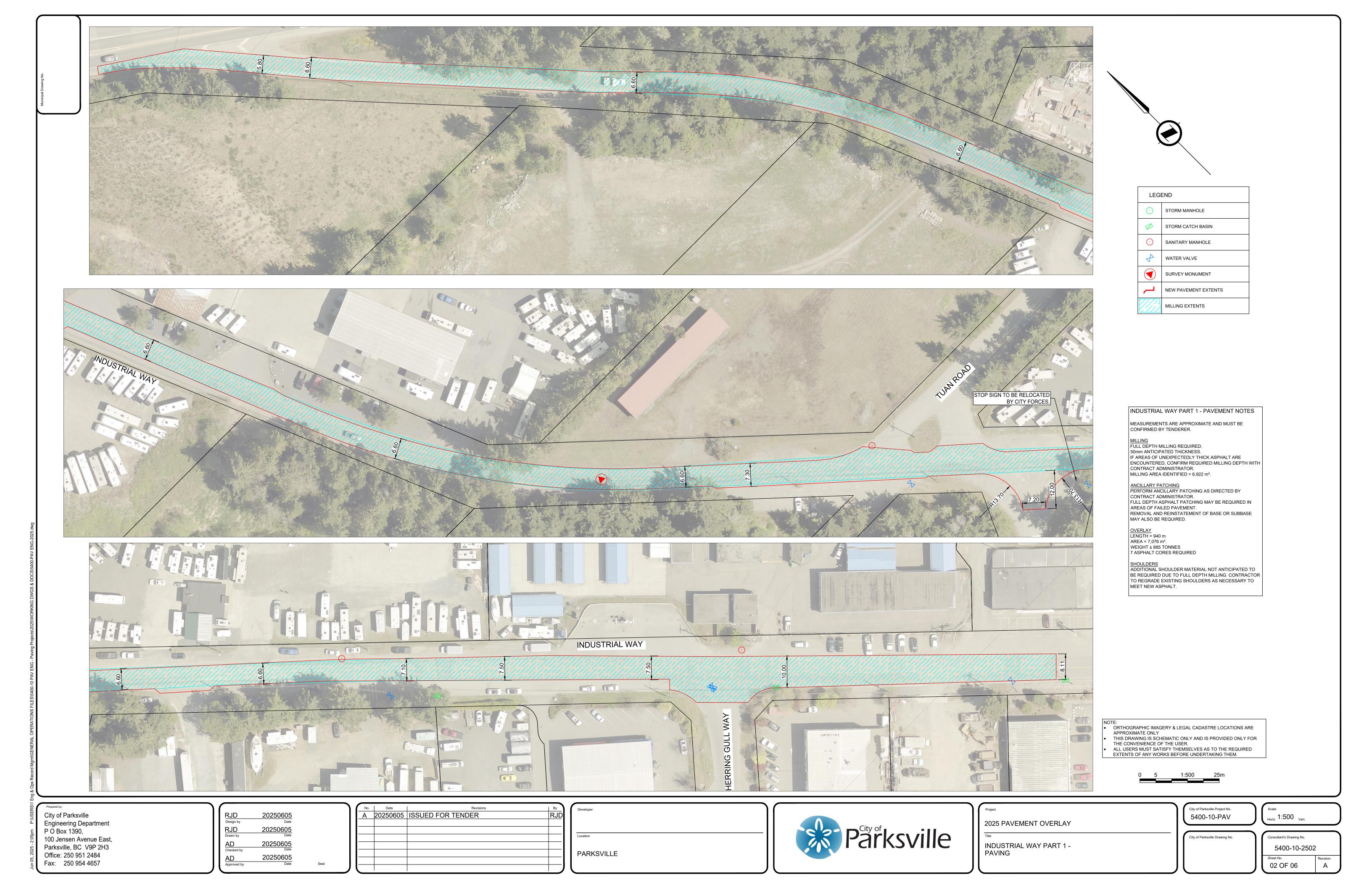
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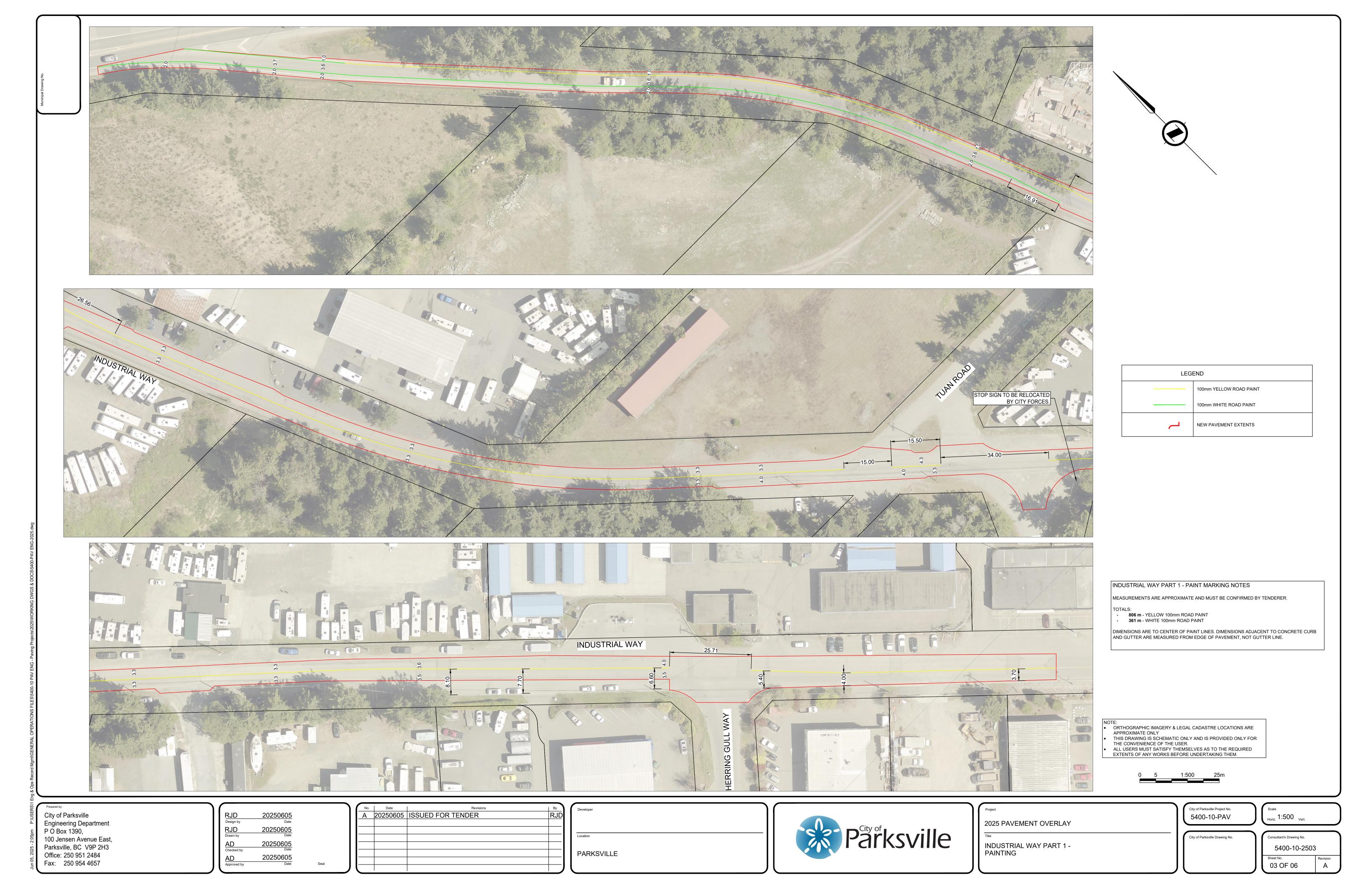
City of Parksville Project No. 5400-10-PAV

Horiz. 1:1000 Vert. City of Parksville Drawing No.

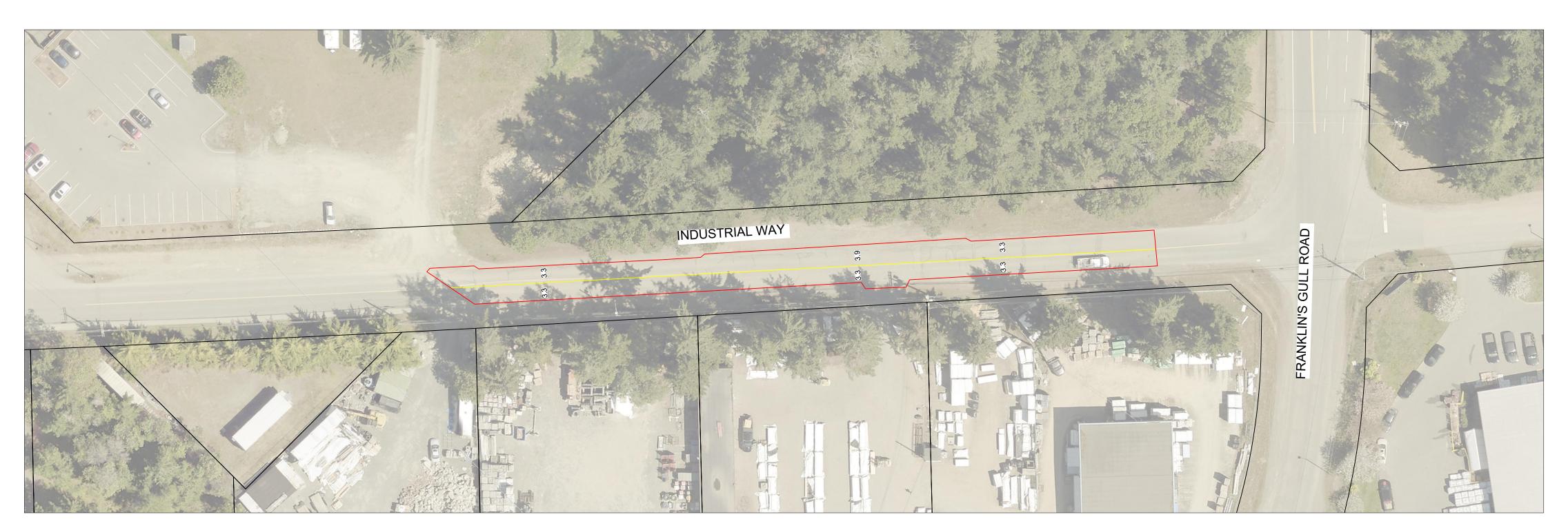
Consultant's Drawing No. 5400-10-2501

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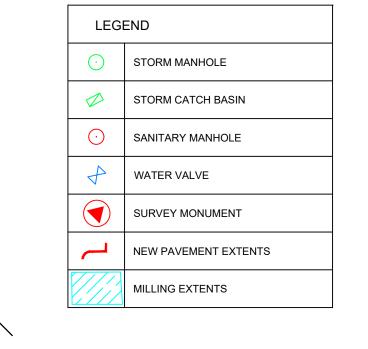




PAVING EXTENTS



LINE PAINTING



INDUSTRIAL WAY PART 2 - PAVEMENT NOTES MEASUREMENTS ARE APPROXIMATE AND MUST BE CONFIRMED BY TENDERER.

MILLING
FULL DEPTH MILLING REQUIRED.
50mm ANTICIPATED THICKNESS.
IF AREAS OF UNEXPECTEDLY THICK ASPHALT ARE
ENCOUNTERED, CONFIRM REQUIRED MILLING DEPTH WITH
CONTRACT ADMINISTRATOR. MILLING AREA IDENTIFIED = 903 m².

ANCILLARY PATCHING
PERFORM ANCILLARY PATCHING AS DIRECTED BY
CONTRACT ADMINISTRATOR.
FULL DEPTH ASPHALT PATCHING MAY BE REQUIRED IN AREAS OF FAILED PAVEMENT.
REMOVAL AND REINSTATEMENT OF BASE OR SUBBASE MAY ALSO BE REQUIRED.

OVERLAY LENGTH = 135 m AREA = 951 m².

WEIGHT ± 119 TONNES
2 ASPHALT CORES REQUIRED

SHOULDERS
ADDITIONAL SHOULDER MATERIAL NOT ANTICIPATED TO
BE REQUIRED DUE TO FULL DEPTH MILLING. CONTRACTOR
TO REGRADE EXISTING SHOULDERS AS NECESSARY TO MEET NEW ASPHALT.

LEGEND 100mm YELLOW ROAD PAINT 100mm WHITE ROAD PAINT NEW PAVEMENT EXTENTS

INDUSTRIAL WAY PART 2 - PAINT MARKING NOTES

MEASUREMENTS ARE APPROXIMATE AND MUST BE CONFIRMED BY TENDERER.

- 135m - YELLOW 100mm ROAD PAINT

DIMENSIONS ARE TO CENTER OF PAINT LINES. DIMENSIONS ADJACENT TO CONCRETE CURB AND GUTTER ARE MEASURED FROM EDGE OF PAVEMENT, NOT GUTTER LINE.

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20250605 Date

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PARKSVILLE



2025 PAVEMENT OVERLAY

INDUSTRIAL WAY PART 2 -PAVING AND PAINTING

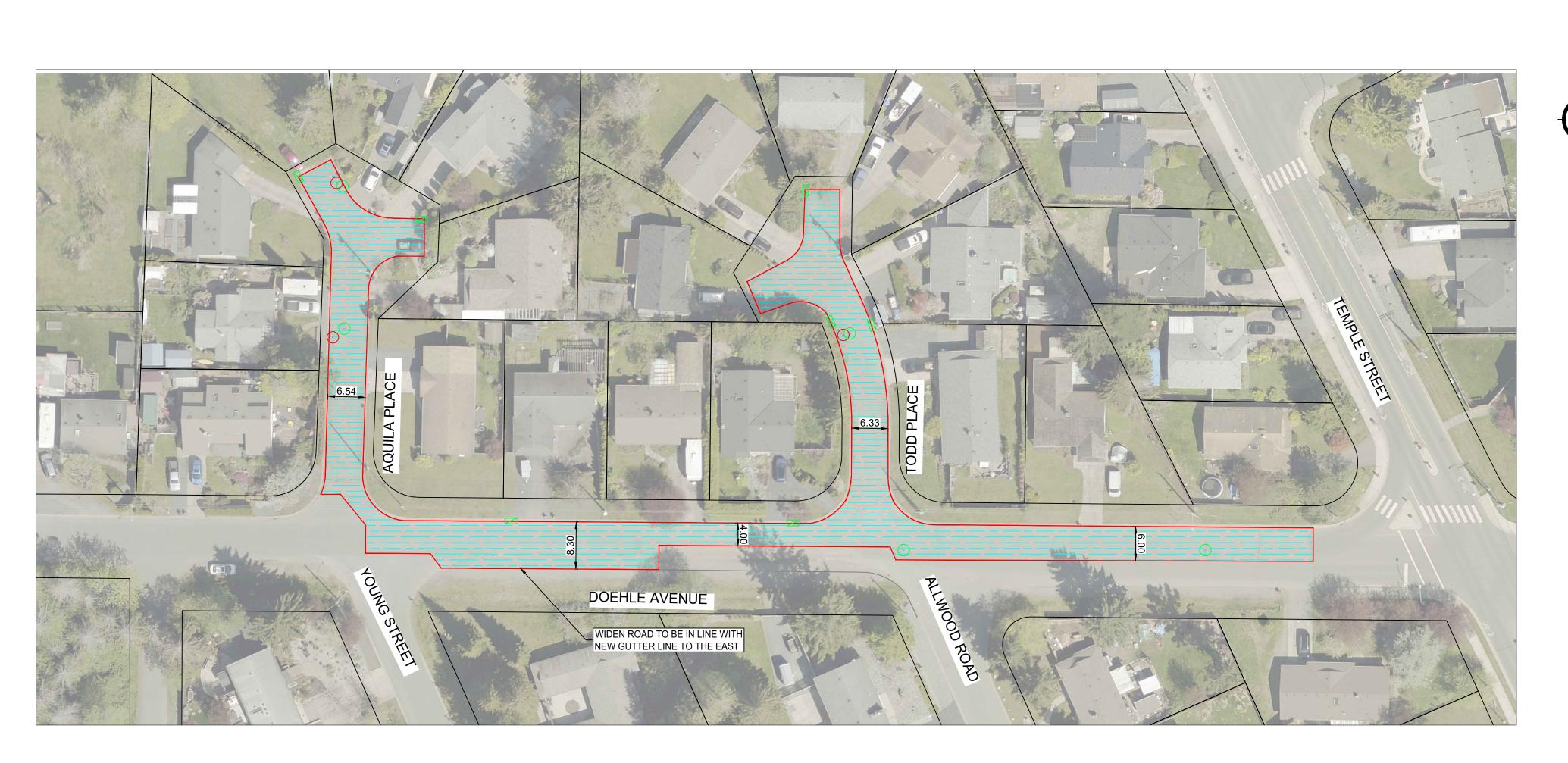
City of Parksville Project No. 5400-10-PAV

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City of Parksville Drawing No.

Consultant's Drawing No. 5400-10-2504

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PAVING EXTENTS

LEGEND • STORM MANHOLE STORM CATCH BASIN SANITARY MANHOLE WATER VALVE SURVEY MONUMENT NEW PAVEMENT EXTENTS MILLING EXTENTS

DOEHLE, AQUILA, TODD - PAVEMENT NOTES

MEASUREMENTS ARE APPROXIMATE AND MUST BE CONFIRMED BY TENDERER.

MILLING
FULL DEPTH MILLING REQUIRED.
50mm ANTICIPATED THICKNESS.
IF AREAS OF UNEXPECTEDLY THICK ASPHALT ARE
ENCOUNTERED, CONFIRM REQUIRED MILLING DEPTH WITH
CONTRACT ADMINISTRATOR.
MILLING AREA IDENTIFIED = 1,967 m².

ANCILLARY PATCHING
PERFORM ANCILLARY PATCHING AS DIRECTED BY

CONTRACT ADMINISTRATOR.
FULL DEPTH ASPHALT PATCHING MAY BE REQUIRED IN AREAS OF FAILED PAVEMENT.

REMOVAL AND REINSTATEMENT OF BASE OR SUBBASE MAY ALSO BE REQUIRED.

OVERLAY LENGTH = 290 m AREA = 1,967 m². WEIGHT ± 246 TONNES 3 ASPHALT CORES REQUIRED

SHOULDERS
ADDITIONAL SHOULDER MATERIAL NOT ANTICIPATED TO BE REQUIRED DUE TO FULL DEPTH MILLING. CONTRACTOR TO REGRADE EXISTING SHOULDERS AS NECESSARY TO MEET NEW ASPHALT.

NOTE:

• FOR DISCUSSION ONLY - NOT FOR CONSTRUCTION

• ORTHOGRAPHIC IMAGERY & LEGAL CADASTRE LOCATIONS ARE

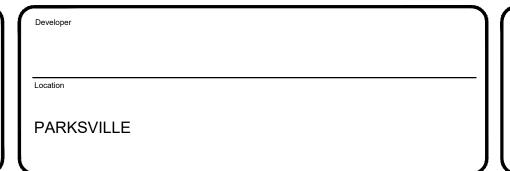
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1:500 25m

Prepared by:	

RJD Design by	20250605 Date
RJD Drawn by	20250605 Date
AD Checked by	20250605 Date
AD Approved by	20250605
Approved by	Date

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DOEHLE, AQUILA, TODD - PAVING

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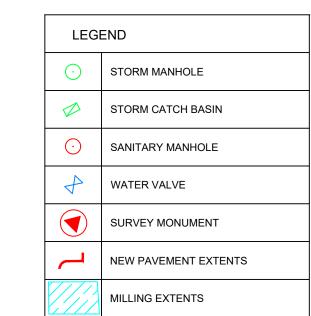
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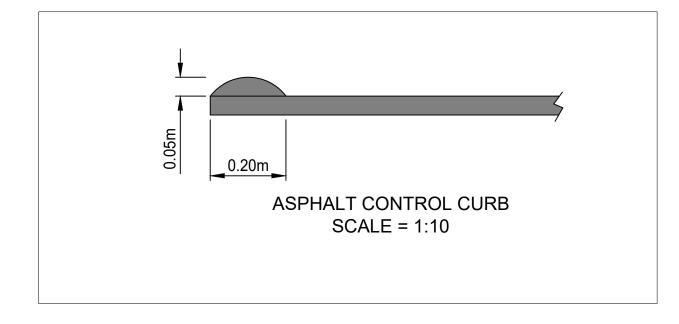
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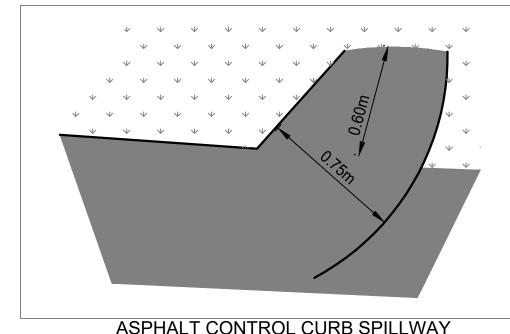


MERIDIAN, AURORA - PAVEMENT NOTES MEASUREMENTS ARE APPROXIMATE AND MUST BE CONFIRMED BY TENDERER. MILLING FULL DEPTH MILLING REQUIRED. IF AREAS OF UNEXPECTEDLY THICK ASPHALT ARE ENCOUNTERED, CONFIRM REQUIRED MILLING DEPTH WITH CONTRACT ADMINISTRATOR. 50mm ANTICIPATED THICKNESS ON MERIDIAN. - MILLING AREA IDENTIFIED = 892 m² 70mm ANTICIPATED THICKNESS ON AURORA. - MILLING AREA IDENTIFIED = 666 m². ANCILLARY PATCHING PERFORM ANCILLARY PATCHING AS DIRECTED BY CONTRACT ADMINISTRATOR. FULL DEPTH ASPHALT PATCHING MAY BE REQUIRED IN AREAS OF FAILED PAVEMENT. REMOVAL AND REINSTATEMENT OF BASE OR SUBBASE MAY ALSO BE REQUIRED. OVERLAY LENGTH = 205 m AREA = 1,571 m². WEIGHT ± 197 TONNES 2 ASPHALT CORES REQUIRED SHOULDERS ADDITIONAL SHOULDER MATERIAL NOT ANTICIPATED TO



BE REQUIRED DUE TO FULL DEPTH MILLING. CONTRACTOR TO REGRADE EXISTING SHOULDERS AS NECESSARY TO

MEET NEW ASPHALT.



ASPHALT CONTROL CURB SPILLWAY SCALE = 1:20

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City of Parksville Project No. Horiz. 1:500 Vert. 5400-10-PAV

City of Parksville Drawing No. Consultant's Drawing No.

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