



100 Jensen Avenue East
Parksville, BC V9P 2H3
Telephone: 250 951 2484
engineering@parksville.ca

REQUEST FOR PROPOSAL NO. 5330-20-PATH2

Parksville Pathway Project Phase 2

The City of Parksville is requesting proposals from qualified consultants for engineering and design services to develop routing options for a pedestrian pathway with options to progress to detailed design and a tender package creation.

Attached are the Terms of Reference, Submission and Evaluation Criteria, and Instructions to Proponents which are to be used as the basis for your submission.

ONLY Electronic Submissions will be received up to 3 pm, Local Time
February 11, 2026

Contact Person:

Robert Downs

engineering@parksville.ca

250 951 2484

A mandatory site meeting will be held at 10 am, Tuesday, January 28, 2026 at the parking lot at the north end of Shelly Road. The site meeting will include walking sections of the route, so please wear appropriate clothing and footwear.

The City appreciates all proposal responses; however, only short-listed or successful candidates will be contacted.

CORPORATION OF THE CITY OF PARKSVILLE
REQUEST FOR PROPOSAL NO. 5330-20-PATH2

Parksville Pathway Project Phase 2
Shelly Road to Englishman River Bridge

TERMS OF REFERENCE

PAGE 1 OF 6

INTRODUCTION

The City of Parksville (City) is requesting proposals from qualified consultants for engineering, design, and coordinating professional services in preparation for the development of an accessible pedestrian pathway design project.

BACKGROUND

The City of Parksville is a mid-sized municipality located on the east coast of Vancouver Island. The City's population at the 2021 Statistics Canada Census was 13,642. The surrounding unincorporated areas include an additional 16,500 people. The area is experiencing population growth and Parksville's Council has stated a strong desire to attract young families to the City. (Appendix A – Location Map).

The Parksville Pathway Project is part of a larger initiative to enhance accessible pedestrian connectivity in the City. Phase 2 of the project will build upon the planned work from Phase 1 and will begin at the north end of Shelly Road and extend, either adjacent to existing roadways or through some naturalized areas, up to the Englishman River Bridge. Phase 1 Issued for Tender (IFT) drawings are included for phasing interface considerations and contextual reference. (Appendix B – Phase 1 IFT Drawings)

Phase 2 routing options range from approximately 950 to 1,250 metres in length with varying degrees of roadway features and naturalized terrain to traverse. The typical streetscape along the potential routes currently includes variable width pavement with grassed or graveled boulevards and limited storm infrastructure. The streetscape includes sections of curb, gutter, and sidewalk or open ditches. The naturalized areas include established forest, riparian areas, some steep terrain, and statutory rights of way over private properties within development permit areas. (Appendix C – Route Options).

This project was identified by the City in the 2013 Official Community Plan as a key objective and included in the 2025 Transportation Master Plan and the 2019 Parks, Trail and Open Spaces Master Plan for future pathway connectivity.

PROJECT GOALS

The goal of Phase 2 of the Parksville Pathway Project is to connect Phase 1 of the Parksville Pathway Project from the north end of Shelly Road to the Englishman River Bridge. The primary task for the consultant is to confirm optimal routing and pathway type. Further optional work for the consultant is to survey, engineer and design an accessible pedestrian pathway, act as coordinating professional, and prepare all required details, drawings and MMCD contract documents for a tender-ready package.

Routing options should be explored, and preliminary cost estimates prepared for the City of Parksville's Council to review and choose from. Once a route is chosen, a pricing proposal should be provided for the completion of the optional work.

The pathway will be designed to respond to any environmental constraints along the route, minimize impacts to the surrounding lands and support improvements and protection of the habitat. The pathway should meet current accessibility standards.

At the north end of Shelly Road, a formalized parking area is desired to support the trailhead for The Nature Trust of BC property, as well as the pathway. At the south end, placemaking considerations are desired near the intersection of Pioneer and Martindale. (Appendix D – photos of existing conditions).

SCOPE OF WORK

The Consultant will develop and provide all drawings, details and specifications required to issue a report detailing the routing options for council consideration. Further tasks required to prepare a full tender package for the construction of the pathway are reserved as optional work.

The City will establish a Project Team consisting of representatives from the City's Engineering Department, to advise the successful consultant throughout the process.

The scope of work will include the following:

General Requirements

- Identify, retain, coordinate and manage all required consultants for the design team.
- Provide clear and consistent service delivery model, service level, tools, and technology.

- Provide project progress via email twice per month to support external communication managed by the City and its partners.
- Clarify risks, key considerations and permitting requirements, based on technical assessment, and project team input.

Stage 1 – Project Kickoff and Preliminary Options

- Form an agenda for, chair and take minutes for a project kick-off meeting to be held at the City Engineering office or online, if approved by the City's project lead.
- Create a project schedule for the preparation of a routing feasibility package.
- Secure permits for working on City property.
- Review all available record drawings, plans, survey data and drawings.
- Assess the existing conditions of the project area and identify any additional investigation or study work required – e.g. vegetation, wildlife, infrastructure, water, storm, etc.
- Prepare a preliminary routing feasibility package of the potential routes for City review. Include cost estimates for each and present the routing options based on costs, timelines, benefits, and complications.
 - This package will be brought to Council for selection of the preferred route.
- Meet with project team after Council's review to discuss selected routing and design scope.
- Prepare a pricing proposal to progress the design for the chosen route to a tender-ready package

Stage 2 – Conceptual Layout and Design Opportunities (Optional Work)

Within the project area, the City would like to explore design options that could enhance user experience either through built or natural opportunities. The pathway location should respond to the landscape and minimize impacts to native vegetation and habitat features.

- Create a project schedule for the completion of the design and preparation of tender documents.
- Survey all areas within the project area to develop a base plan and determine property boundaries.
- Create a base trail design and layout that identifies all design opportunities beyond the standard requirements and includes recommendations for preferred materials.
- Include sketches or precedent images for design options.

- Identify additional consultants that may be required to support design opportunities.
- Determine optimal location and design along the route for the pathway.
 - 1) Pathway shall meet the principles of universal design for accessibility.
 - 2) Include a design for parking improvements at the north end of Shelly Road.
 - 3) Include multi-directional cycling/pedestrian upgrades from the Englishman River Bridge to Pioneer Crescent.
 - a) This supports connecting Pioneer Crescent as a cycling route to the Ministry of Transportation & Transit multi-use path project east of the Englishman River Bridge.
 - 4) Include placemaking improvements at Pioneer Crescent and Martindale Road intersections and other locations as appropriate.
- Present drawings for review at milestones agreed to in the pricing proposal for design work.

Stage 3 – Design Confirmation and Tender Document Preparation (Optional Work)

- Confirm the final design with the City.
- Develop all tender documents – drawings, specifications, MMCD package.
- Provide the City with a Class A cost estimate for construction of the project.
- Provide a digital copy of the tender drawings.

OBJECTIVE

The objective of this request for proposal is to provide the City with an innovative and efficient Consultant who is effective in working in a multi-disciplinary team-based environment to coordinate engineering and design of a public pathway. Upon selection of the successful proponent, a detailed Contract will be required confirming the deliverables based on the request for proposals.

REPORTING STRUCTURE

The project will be led by staff in the Engineering Department, with Robert Downs acting as the overall Project Manager. The Project Manager will be the primary point of contact for the Consultant.

RELEVANT PARTIES

- **Project Team** – Robert Downs, Engineering Technologist Supervisor,
Ayla Defoor, Manager of Engineering
- **Steering Committee** – City of Parksville Senior Management Team

CITY RESPONSIBILITIES

The City will provide timely and clear communication, record drawings, LiDAR data, historical information and attend all required meetings.

BUDGET

Costs will be a key factor in the evaluation of the bids received and the City strives to achieve best value for taxpayer money.

DELIVERABLES

The key Stage 1 deliverables include, but are not limited to:

- Bi-weekly updates by email to the Project Manager that include schedule updates and construction activities.
- A minimum of two (2) meetings with the Project Team to collect information and data, solicit input, and review recommendations. These should occur at the beginning of Stage 1 and after council direction on routing.
- Preliminary routing feasibility package with cost estimates.

The Key Deliverables for the Optional Work include, but are not limited to:

- Bi-weekly updates by email to the Project Manager that include schedule updates and construction activities.
- A minimum of one (1) meeting with the Project Team to collect information and data, solicit input, and review recommendations at the beginning of Stage 3.
- Drawings at key milestones for review.
- Complete Tender Package for MMCD Contract
- Class A Cost Estimate

REQUEST FOR PROPOSAL NO. 5330-20-PATH2
PARKSVILLE PATHWAY PROJECT

TERMS OF REFERENCE

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TIMELINE

Mandatory Site Meeting: January 28, 2026
Question Submission Deadline: February 4, 2026
RFP Closing Date: February 11, 2026
Anticipated Award Notification: February, 2026

The desired project timeline is for Stage 1 of this RFP to be complete in the spring of 2026. The optional Stages 2 and 3 could then be completed in the summer of 2026 so that fall budget discussions can take place regarding potential construction as early as 2027.

FUTURE WORKS

The City reserves the right to engage the Consultant chosen from this RFP for future work related to this project..

THE CORPORATION OF THE CITY OF PARKSVILLE
REQUEST FOR PROPOSAL 5330-20-PATH2
PARKSVILLE PATHWAY PROJECT PHASE 2
SUBMISSION AND EVALUATION CRITERIA

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PROPOSAL SUBMISSION

Your submission should be organized into the documents and file types listed below:

- Cover Letter (pdf)
- Proposal submission:
Complete proposal submission highlighting the below evaluation criteria, including links or samples of similar work. (pdf)
- Financial Submission (pdf)
- Appendices – if required (pdf)

EVALUATION CRITERIA

The following items should be included in your proposal submissions and ***will be the basis for evaluation***. Information should be provided sequentially as shown:

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.

Cover Letter 0 points

Your proposal should include a Cover Letter containing the following information:

- Should identify the Prime Consultant and any subconsultants that make up the team.
- Should contain company name, address, website, telephone number, email address and primary contact person.
- Signed by the person or persons authorized to sign on behalf of the company.
- Should acknowledge any addendums issued for this Request for Proposal.

Qualifications

10 points

- Provide qualifications and resume for the Consultant Project Manager who has the overall responsibility for the project. The Project Manager should designate the backup person to act on their behalf during holidays, sickness, etc.
- Provide qualifications and resume of the key staff or any key subconsultants in each discipline who will be involved in the project; their duties, their role in the project and percentage of their time devoted to this project.

Knowledge and Experience

20 points

- The proposal shall demonstrate the knowledge and experience of the individual proposed as Project Manager as well all required specialists and experts that may be necessary to complete the work.
- Teams must demonstrate they have expertise and experience in projects of similar scope, size and complexity (please provide a sample final report which the City will maintain in confidence) and are familiar with challenges of the project.
- Provide a matrix with a minimum of three (3) projects for each team member, highlighting their previous experience in their area of specialty.
- Provide a minimum of three (3) references from clients that the Proponent has served, highlighting similar previous experience.

Project Understanding and Methodology

20 points

- Proponents shall outline an approach to the project reflecting a clear understanding of the Scope of Work.
- Demonstrate your understanding of the project by describing key issues and potential resolutions that are appropriate for the Parksville context.
- Outline your abilities to use creative solutions, innovations, methodology or other traits that will allow your firm to successfully complete this project.

- Proponents should provide their methodology and work plan to achieve the program objectives and timelines.
- Provide cost control procedures and the Proponent's method for monitoring the project timeframe, quality of work and budget.

Fee Proposal

50 points

Proponents should provide a fee proposal for Stage 1, preferably in an Excel styled spreadsheet, including a detailed explanation of the makeup of the total cost for this project including:

- breakdown of project tasks, personnel responsible, number of hours, total number of staff hours, hourly rates and total proposal costs;
- submit a schedule of hourly rates should additional services be required;
- list of expected expenses, disbursements and any other probable costs; and all applicable value added taxes.

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one Proponent's proposal to another Proponent's proposal. The Evaluation Committee will not be obligated to select the proposal that offers the lowest price or cost or any proposal at all.

The weighting listed above with the evaluation criteria indicate the relative weighting anticipated by the City and is shown to give general guidance to Proponents in the preparation of proposals. The evaluation criteria will be applied to all proposals fairly and without bias to any Proponent or Proposal and the same criteria and weightings will be applied to all proposals.

The Evaluation Committee reserves the right to not complete a detailed evaluation of a proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the proposal, that the Proponent or proposal as compared to all the proposals is not in contention to be the selected proposal.

THE CORPORATION OF THE CITY OF PARKSVILLE
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PARKSVILLE PATHWAY PROJECT PHASE 2

INSTRUCTIONS TO PROPONENTS

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1.0 SUBMISSION REQUIREMENTS

1.1 Proposal submissions will be accepted up to **3 pm, Local Time, Wednesday, February 11, 2026** (the “**Closing Time**”). All submissions and accompanying documents must be emailed to engineering@parksville.ca. Hardcopy or facsimile submissions will **NOT** be accepted.

Requested Files:

Organize your submission into the following individual files (note the required file types):

- Cover Letter (File Type: PDF) – required
- Proposal Submission (File type: PDF) – required
- Pricing Submission (File type: PDF) – required
- Appendices (File type: PDF) - optional

a) **Important Notes:**

Uploading and emailing large documents may take significant time, depending on the size of the file(s) and your internet connection speed. Allocate sufficient time for all uploads to complete prior to closing time.

The City will not be liable for any delay in uploading/emailing submissions for any reason including technological delays, or issues by either party’s network. The City will not be liable for any damages associated with Submissions not received prior to the closing time.

1.2 Proposals received and not conforming to Item 1.1 above, will be returned (unopened) to Proponent(s) without consideration.

1.3 Proposals, rather than tenders, have been requested in order to afford proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the City's needs in a more cost-effective manner. Proposals should be based on these Instructions and the attached Terms of Reference.

- 1.4 Any addenda to this Request for Proposal will be posted on the City's web site and on BC Bid. **It is the sole responsibility of each proponent to make sure that it is in receipt of all addenda prior to the Closing Time and acknowledge receipt of all addenda on their cover letter accompanying its proposal.**
- 1.5 After the Closing Time all proposals received by the City become the property of the City.
- 1.6 Your proposal must be irrevocable and capable of acceptance for a period of 90 days after the Closing Time.
- 1.7 This Request for Proposal is subject to the City's Purchasing Policy which may be viewed at parksville.civicweb.net/document/27034 and the laws of the Province of British Columbia.
- 1.8 This Request for Proposal is subject to the terms and conditions of the New West Partnership Trade Agreement (NWPTA) and the Canadian Free Trade Agreement (CFTA).

2.0 **DEFINITIONS**

- 2.1 The Corporation of the City of Parksville is referred to as the "City".
- 2.2 The entity submitting a proposal is referred to as the "Proponent".
- 2.3 The successful Proponent is referred to as the "Consultant".

3.0 **CONFIDENTIALITY**

- 3.1 The City recognizes the importance to Proponents that their ideas and plans remain confidential; otherwise, they may be reluctant to disclose such information. The City will endeavour to respect and protect the confidentiality of such information and will treat it as supplied in confidence within the meaning of section 21 of the *Freedom of Information and Protection of Privacy Act*.
- 3.2 By submission of a proposal the Proponent agrees to maintain in confidence all information provided by the City in relation to the RFP. The contents of the RFP and any information provided by the City or its consultants in relation to this RFP may not be used or disclosed by a Proponent for any purpose other than in relation to the proposed or actual submission of a proposal.

4.0 COPYRIGHT OR OWNERSHIP

- 4.1 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 Consultant. The Consultant 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 Consultant.

5.0 PRICING

- 5.1 Your proposal should identify the "Net Total Cost" (which must include materials costs, labour costs, expenses/disbursements, subconsultant(s) fees and expenses and any other charges) **excluding applicable taxes**, so as to be the final cost to the City for the proposed services.
- 5.2 The activities or tasks listed in the attached Terms of Reference are minimum requirements to be undertaken. PropONENTS may also provide separate pricing on additional requirements they feel would benefit the City in meeting its goal.
- 5.3 All prices proposed should be in Canadian funds.

6.0 INVOICES

- 6.1 All invoices paid as a result of this Request for Proposal will be paid as per the City's standard payment terms – Net 30 Days.
- 6.2 All invoices, quoting the City's purchase order number, should be submitted electronically to accounts payable at ap@parksville.ca

7.0 INDEMNIFICATION

- 7.1 In carrying out these works the Consultant, and/or their sub-consultant(s) will act as an independent Consultant(s). The Consultant must agree to keep the City indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the Consultant or its' employees who shall be and remain at all times and for all purposes, the servants or employees of the Consultant or their sub-consultant(s), save and except to the extent that such claims action or demands arise from or relate to the negligence, wrongful act or omission of the City, or any of its officers or employees.

8.0 CONFLICT OF INTEREST

8.1 Proponents must ensure that they are not in a position that may be perceived as a conflict of interest.

9.0 COMPLIANCE WITH LAW

9.1 The Consultant shall comply with, and observe, all applicable laws and relevant regulations of any federal, provincial or municipal government or authority applicable to the supply of the service.

10.0 BUDGET

10.1 Acceptance of any proposal may be subject to budget considerations and available funding. The procurement cannot be awarded if it exceeds the Council approved budget.

11.0 CANCELLATION

11.1 The City reserves the right to cancel this Request for Proposal 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.

11.2 The City reserves the right to cancel the Contract, at its sole and absolute discretion, with 30 days' written notice to the Consultant, and the Consultant will have no rights or claims against the City. The Consultant 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 Consultant for damages for breach of contract.

12.0 PROPONENT'S EXPENSES

12.1 Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

13.0 LIMITATION OF DAMAGES

- 13.1 No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, or as a result of the City's rejection of that Proponent's proposal, or as a result of the City's award of a Contract to another Proponent or no Proponent and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

14.0 RESPONSIBILITY OF PROPONENTS

- 14.1 Each Proponent is responsible for informing themselves as to the contents and requirement of this proposal. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the proposal and to prepare and submit their proposal. The City will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this proposal, or as a result of any misunderstanding or misinterpretation of the terms of the proposal on the part of any Proponent.
- 14.2 If a Proponent is in doubt as to the true meaning of any part of this Request for Proposals, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to the Engineering Department engineering@parksville.ca and, if deemed necessary by the City, an addendum will be issued in accordance with section 1.4. This procedure also applies should the City, of its own accord, wish to expand or delete any part of this Request for Proposal.

15.0 ACCURACY OF INFORMATION

- 15.1 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 RFP or any record or document associated with it.

16.0 SOLICITATION

- 16.1 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to the Mayor, any Councillor, officer or employee of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City shall be entitled to reject the Proposal.

17.0 PUBLICITY

- 17.1 The Consultant shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals or resulting Contract to the media or any member of the public without the prior written authorization of the City.
- 17.2 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.

18.0 EVALUATION PROCESS

- 18.1 An evaluation committee made up of City representatives will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value offered to the City and not necessarily the lowest price.
- 18.2 The City reserves the right to conduct pre-selection meetings with Proponents. The City further reserves the right to conduct post-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the selection committee.
- 18.3 The Proponent acknowledges that the City shall have the right to reject any and all proposals for any reason or to accept any Proposal which the City in its sole unrestricted discretion deems most advantageous to itself, including any Proposal that does not contain the content or form required by this Request for Proposal, or for failure to comply with the process for submission noted in this Request for Proposals. By submitting a proposal, 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' proposal whether or not such right of action arises in contract, negligence or any other cause of action.
- 18.4 The lowest or any proposal will not necessarily be accepted.

19.0 CONTRACT AWARD AND EXECUTION

- 19.1 The RFP and proposal of the selected Proponent shall become part of any contract initiated by the City. The selected Proponent shall be expected to enter into a contract that is substantially the same as the sample contract included. In no event should a Proponent submit its own standard contract terms and conditions as a response to this RFP. The Proponent should submit with its proposal any exceptions or contract deviations that its firm wishes to negotiate.
- 19.2 The Consultant will be required to enter into a written contract, in a form approved by the City Solicitor. The attached Appendix E – Professional Services Agreement will form the basis of the contract from this RFP.

20.0 INQUIRIES

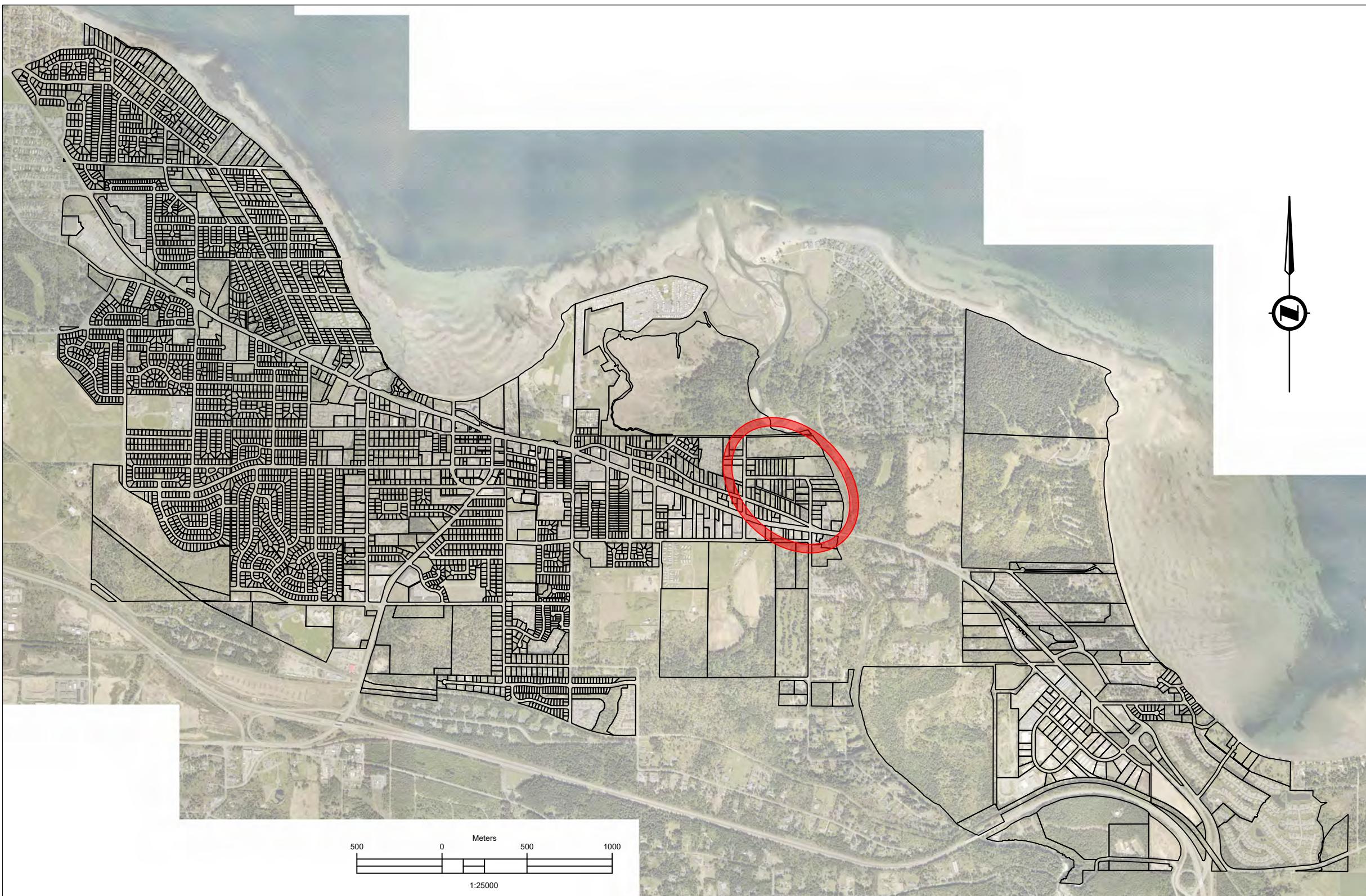
- 20.1 All inquiries regarding this Request for Proposal must be directed in writing to the Project Manager, Robert Downs, via email to engineering@parksville.ca. All questions should be received by **1 pm on February 4, 2026**.
- 20.2 The City will not be responsible for, and the Proponent shall not rely upon, information, instructions or clarifications given to a Proponent other than in the form of a written addendum issued by the City. Without limiting the foregoing, any verbal representations, promises, statements or advice made by any employees of the City shall not be relied upon.

APPENDIX A
LOCATION MAP



PARKSVILLE PATHWAY PHASE 2
LOCATION MAP

December 2025



APPENDIX B

PHASE 1 ISSUED FOR TENDER DESIGN

CLIENT



**City of
Parksville**

ADDRESS / CONTACT INFO.

100 JENSEN AVENUE EAST
PARKSVILLE, BC
V9P 2H3

PROJECT NAME

PARKSVILLE PATHWAY PROJECT

DESCRIPTION

PHASE 1

McELHANNEY PROJECT

2231-26006-01

STATUS

100% DESIGN / ISSUED FOR TENDER



LOCATION PLAN

SCALE: 1:5000



McElhanney

Suite 1
1351 Estevan Road
Nanaimo BC
Canada V9S 3Y3
Tel 250 716 3336

Prepared by
McElhanney

PERMIT TO PRACTICE
McElhanney Ltd.
Suite 1
1351 Estevan Road
Nanaimo BC
Canada V9S 3Y3
Tel 250 716 3336

PERMIT NUMBER: 1003299
Engineers and Geoscientists of BC

Design by Date
KB OCT 2024
Drawn by Date
KB OCT 2024
Checked by Date
MM OCT 2024
Approved by Date
PA 24-11-15 CONCEPTUAL DESIGN

No.	Date	Revisions	By
PD	25-09-19	100% DESIGN / ISSUED FOR TENDER	MM
PC	25-04-25	90% DESIGN	MM
PB	25-01-15	50% DESIGN	MM
PA	24-11-15	CONCEPTUAL DESIGN	MM

Developer
Location



**PARKSVILLE PATHWAY PROJECT
PHASE 1**

Project
City of Parksville Project No.
5330-20-PATH

Title
COVER SHEET
KEY PLAN & LOCATION PLAN

Scale
Horiz. Vert.
Consultant's Drawing No.
C001

Project No. 2231-26006-01

Sheet No. Rev. PD

GENERAL NOTES:

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF PARKSVILLE ENGINEERING STANDARDS AND SPECIFICATIONS. IF CITY OF PARKSVILLE DOES NOT HAVE A SPECIFICATION THEN MOTI OR MMCD SHALL GOVERN WITH APPROVAL FROM ENGINEER.
- 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 BY MANUAL DIGGING PRIOR TO CONSTRUCTION. ANY DISCREPANCIES ARE TO BE REPORTED TO THE CONTRACT ADMINISTRATOR.
- COORDINATES ARE GROUND LEVEL AND ALL ELEVATIONS ARE TO GEODETIC DATUM.
- ANY ALTERNATIVES TO SPECIFIED MATERIALS OR APPURTENANCES TO BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- THE LOCATIONS OF EXISTING SERVICES ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION. EXISTING AND PROPOSED SERVICES MAY REQUIRE ADJUSTMENT WHERE A CONFLICT OCCURS. THE ENGINEER SHALL NOTIFIED OF ANY CONFLICT.
- TRENCHING DETAIL TO COP STANDARD DWG S2. TRAVELED AREA BACKFILL TO BE IMPORTED GRANULAR MATERIAL COMPAKTED TO MINIMUM 95% MODIFIED PROCTOR.
- ALL SURFACES TO BE RESTORED TO EXISTING CONDITION OR BETTER.
- CONNECTION TO, OR ALTERATION OF, EXISTING CITY-OWNED UTILITIES, REQUIRES AUTHORIZATION BY THE CITY ENGINEER.
- A PERMIT TO WORK ON CITY PROPERTY, WILL BE REQUIRED WHERE CONSTRUCTION IS TO BE UNDERTAKEN IN CITY OF PARKSVILLE RIGHT-OF-WAYS AND/OR ON CITY OF PARKSVILLE OWNED UTILITIES OR PROPERTIES.
- UPON APPROVAL OF THE PERMIT THE CITY OF PARKSVILLE'S ENGINEERING DEPARTMENT SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF WORK.
- THE ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR TO COMPLY WITH ALL APPLICABLE MINISTRY OF ENVIRONMENT AND CLIMATE CHANGE AND FISHERIES & OCEANS CANADA AT ALL TIMES DURING CONSTRUCTION.
- CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AT LEAST 48 HOURS IN ADVANCE OF THE CONSTRUCTION FOR ALL REQUIRED UNDERGROUND LOCATES.
- CONTRACTOR TO CONFIRM LOCATION OF EXISTING UTILITIES AT ALL CROSSINGS AND CONNECTIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- CONTRACTOR TO CONFIRM THAT ELEVATION, LOCATION AND GRADIENT OF ASPHALT MATCH EXISTING PRIOR TO PLACEMENT OF ASPHALT OR CONCRETE.
- CONTRACTOR SHALL SUPPLY THE CITY WITH THE NAMES OF THE CONTRACTOR'S EMERGENCY PERSONNEL AND THEIR AFTER HOURS PHONE NUMBER.
- ALL TREES NOT BEING REMOVED IN THE CONSTRUCTION AREA SHALL BE PROTECTED.
- ADJUST ALL MANHOLES, WATER VALVES, HYDRO VAULTS, ETC. TO MATCH NEW CONSTRUCTION.
- LOCATION OF SERVICE CONNECTIONS MUST BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR TO PROVIDE A REPORT TO THE DIRECTOR OF ENGINEERING AND OPERATIONS OR DESIGNATE UPON COMPLETION OF INVESTIGATION.
- 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 BE REPLACED BY A B.C. LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- SURVEY PINS DISTURBED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY A B.C. LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- ALL REQUESTED CHANGES TO THE APPROVED ENGINEERING DESIGN DRAWINGS SHALL BE SUBMITTED IN WRITING TO THE CONTRACT ADMINISTRATOR.
- RESIDENTS DIRECTLY AFFECTED BY CONSTRUCTION, EMERGENCY SERVICES (E.G. FIRE, AMBULANCE), AND OTHER AFFECTED SERVICES (E.G. PUBLIC TRANSIT, POSTAL SERVICE, ETC.), SHALL BE GIVEN AT LEAST 2 DAYS NOTICE PRIOR TO THE START OF CONSTRUCTION. IF CONSTRUCTION ENTERS ONTO PRIVATE PROPERTY, THE CONTRACTOR WILL REQUIRE WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER PRIOR TO UNDERTAKING ANY WORK.
- 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 DESIGNATE.
- THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SIGNAGE, BARRIERS, FLASHING INDICATORS, ETC. AT ALL TIMES TO ENSURE THE SAFETY OF THE PUBLIC. TRAFFIC CONTROL WILL BE REQUIRED FOR ALL CONSTRUCTION WORKS WITHIN THE TRAVELED PORTION OF THE ROAD. NO ROAD SHALL BE CLOSED WITHOUT THE WRITTEN CONSENT OF THE DIRECTOR OF ENGINEERING AND OPERATIONS OR DESIGNATE.
- ALL PUBLIC ROADWAYS AFFECTED BY THE WORKS SHALL BE KEPT IN A CLEAN STATE AT ALL TIMES. DUST & SEDIMENT CONTROL MEASURES SHALL BE EMPLOYED & MAINTAINED DURING THE COURSE OF THE WORK.
- 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.
- ITEMS REMOVED & NOT INTENDED FOR RE-USE OR DISPOSAL ARE TO BE DELIVERED TO THE CITY'S OPERATION DEPARTMENT UNLESS OTHERWISE DIRECTED.
- HANDLING AND DISPOSAL OF ASBESTOS OR RESPIRABLE CRYSTALLINE SILICA CONTAINING MATERIALS TO BE IN ACCORDANCE WITH MOST CURRENT WORKSAFE BC GUIDELINES AND REGULATORY REQUIREMENTS.
- THE CONTRACTOR SHALL CONTACT THE CITY OF PARKSVILLE FOR "HYDRANT USE PERMIT" PRIOR TO USING ANY FIRE HYDRANTS. AVAILABILITY OF CITY WATER FOR CONSTRUCTION PURPOSES MAY BE LIMITED DURING PERIODS OF WATER RESTRICTIONS.

ROADWORK NOTES:

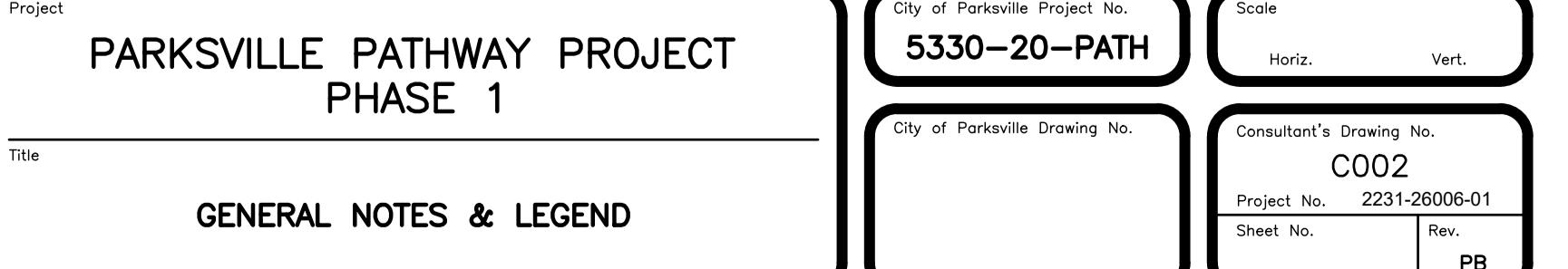
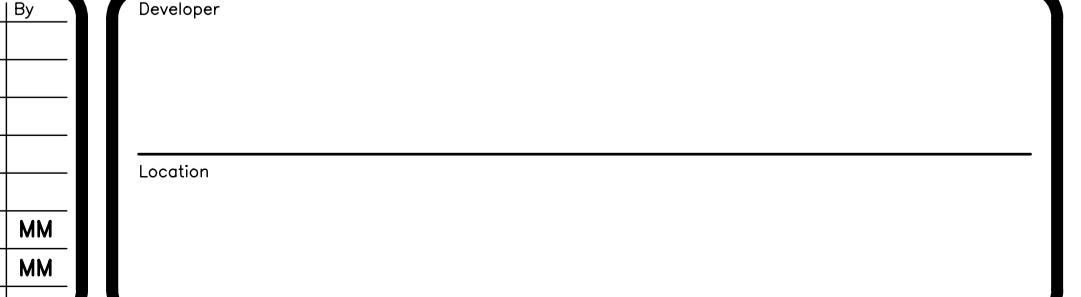
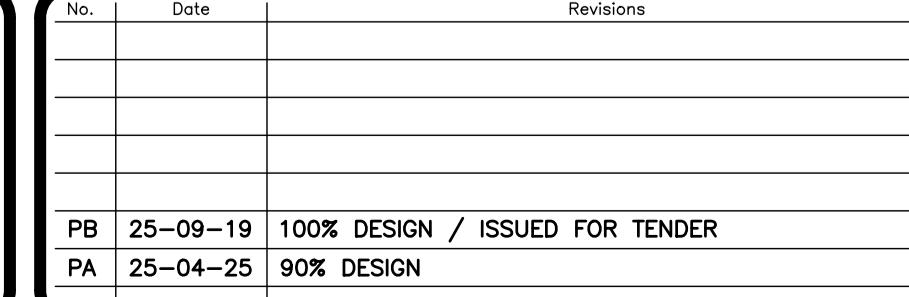
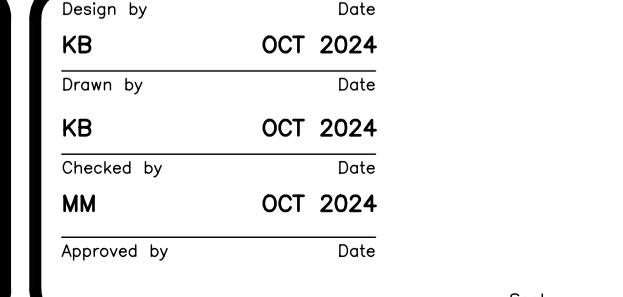
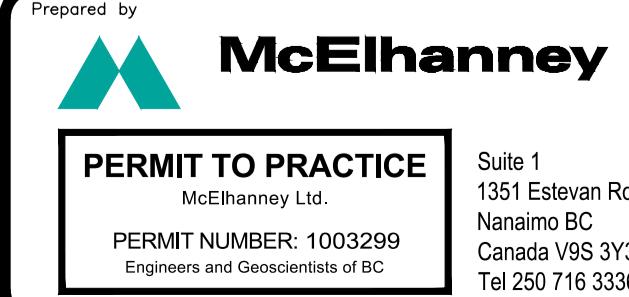
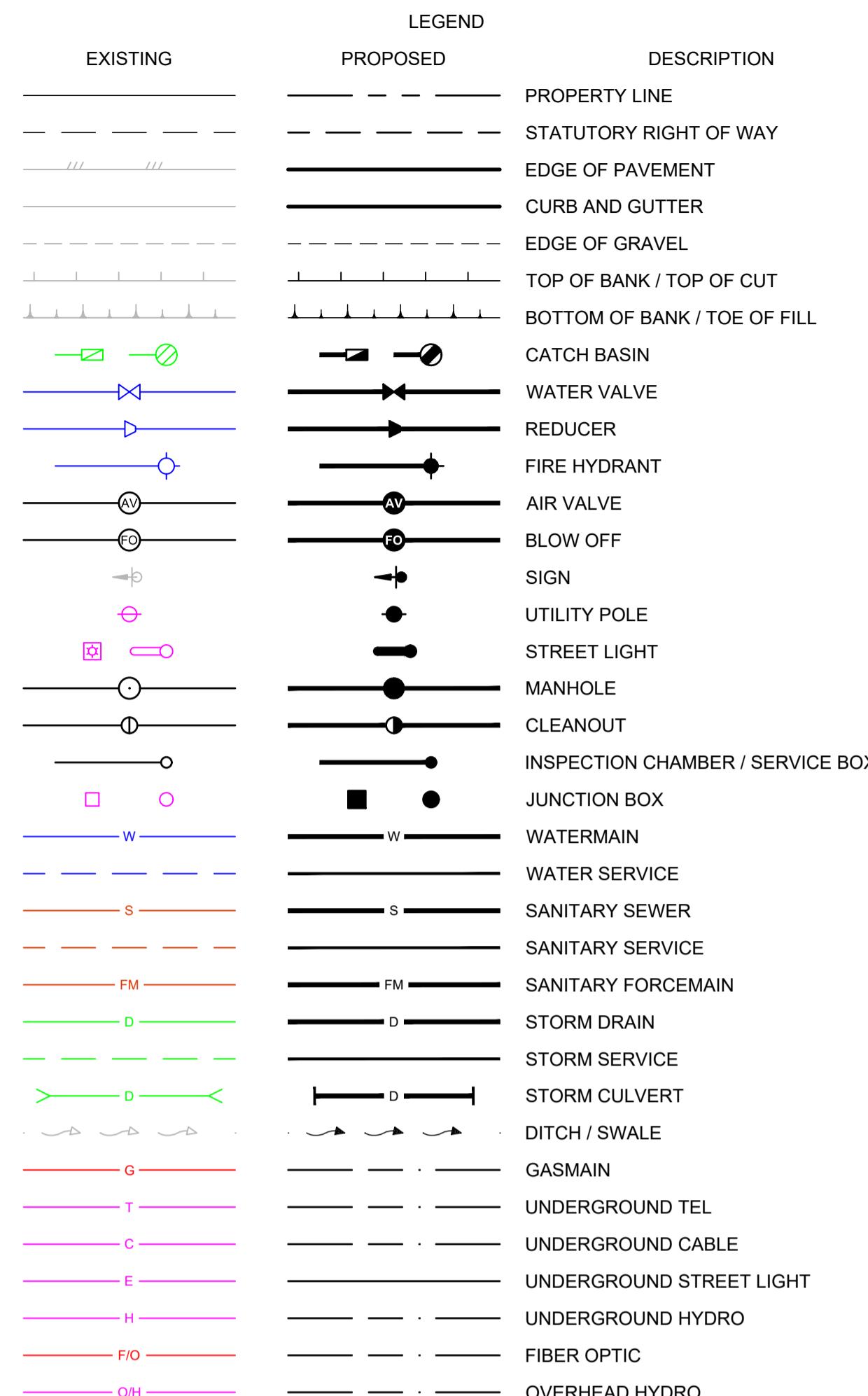
- THE CONTRACTOR SHALL EMPLOY A QUALIFIED GEOTECHNICAL TESTING ENGINEER FOR TESTING AND QUALITY CONTROL DURING THE PREPARATION OF SUBGRADE AND CONSTRUCTION OF THE DESIGN ROAD AND PATHWAY STRUCTURE. FREQUENCY OF TESTING SHALL BE IN ACCORDANCE WITH SECTION 7 OF THE ENGINEERING STANDARDS AND SPECIFICATIONS.
- ALL ROAD AND PATHWAY SUBGRADE, SUB-BASE, AND BASE STRUCTURES SHALL BE COMPAKTED TO A MINIMUM OF 95% MODIFIED PROCTOR. COMPAKCTION FOR EACH LAYER OF SUBGRADE, SUB-BASE AND BASE COURSE SHALL BE SPOT TESTED WITH A NUCLEAR DENSOMETER AND A PROOF ROLL SHALL BE PERFORMED WITH A LOADED SINGLE AXLE TRUCK PRIOR TO THE PLACEMENT OF EACH LAYER. THE CONTRACT ADMINISTRATOR SHALL BE GIVEN AT LEAST 48 HOURS NOTICE IN ADVANCE TO WITNESS A PROOF ROLL TEST.
- SUBGRADE TO BE APPROVED BY THE OWNER'S GEOTECHNICAL ENGINEER. ANY FAILURE OF THE SUBGRADE AFTER APPROVAL IS THE RESPONSIBILITY OF THE CONTRACTOR. ANY MITIGATION PROCEDURES REQUIRED TO PROTECT THE SUBGRADE IS THE RESPONSIBILITY OF AND AT THE EXPENSE OF THE CONTRACTOR.
- RECLAIMED ASPHALT PRODUCT (RAP) CONTENT IN HOT-MIX ASPHALT (HMA) SHALL NOT EXCEED 15% BY MASS.
- ASPHALT PAVING OF THE ROAD BASE SHALL NOT BE COMPLETED UNTIL ALL UNDERGROUND WORKS HAVE BEEN ACCEPTED COMPLETE BY THE ENGINEER AND ACCEPTED BY THE DIRECTOR OF ENGINEERING AND OPERATIONS. FREQUENCY AND TESTING OF HOT MIX ASPHALT CORES SHALL BE IN ACCORDANCE WITH SECTION 7 OF THE ENGINEERING STANDARDS AND SPECIFICATIONS.
- CONCRETE TESTING WILL BE REQUIRED FOR ALL CURB AND SIDEWALK STRUCTURES AND SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 7 OF THE ENGINEERING STANDARDS AND SPECIFICATIONS. SEVEN DAY TEST RESULTS FOR ALL CONCRETE CURBS SHALL BE COMPLETED AND SUBMITTED TO THE CITY PRIOR TO APPROVAL FOR PAVING.
- THE CITY WILL NOT PERMIT THE USE OF TRACK EQUIPMENT ON PAVEMENT WHICH IS NOT INTENDED FOR REPLACEMENT. SHOULD DAMAGE TO THE PAVED SURFACE OCCUR, THE CONTRACTOR WILL TAKE FULL RESPONSIBILITY FOR ALL REPAIRS. REPAIRS TO DAMAGED ASPHALT PAVING MAY INCLUDE REPLACEMENT OF THE PAVED SURFACE IF DEEMED NECESSARY BY THE DIRECTOR OF ENGINEERING AND OPERATIONS.
- ALL TRAFFIC SIGNAGE AND LINE PAINTING SHALL BE COMPLETED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED ON THE APPROVED ENGINEERING DESIGN DRAWINGS.
- ALL STREET SIGNAGE AS PER MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES OF CANADA (MUTC). TAC BIKEWAY TRAFFIC CONTROL GUIDELINES FOR CANADA - SECOND EDITION AND BC ACTIVE TRANSPORTATION DESIGN GUIDE.
- ALL ROADCUTS SHALL BE PATCHED WITH COLD-MIX WITHIN 24 HOURS OF COMPLETION OF EXCAVATION, UNLESS OTHERWISE APPROVED BY THE CONTRACT ADMINISTRATOR.
- ASPHALT SAW CUTS IN EXISTING ROAD WILL BE AS PER THE DIRECTION OF THE CONTRACT ADMINISTRATOR AT THE TIME OF CONSTRUCTION.
- ALL JOINTS WITH EXISTING ASPHALT TO BE CRACK SEALING.

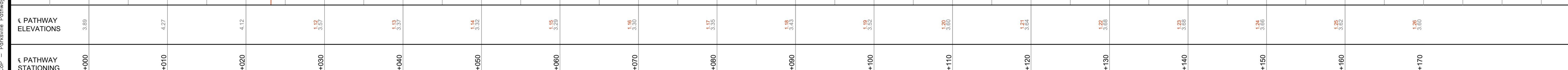
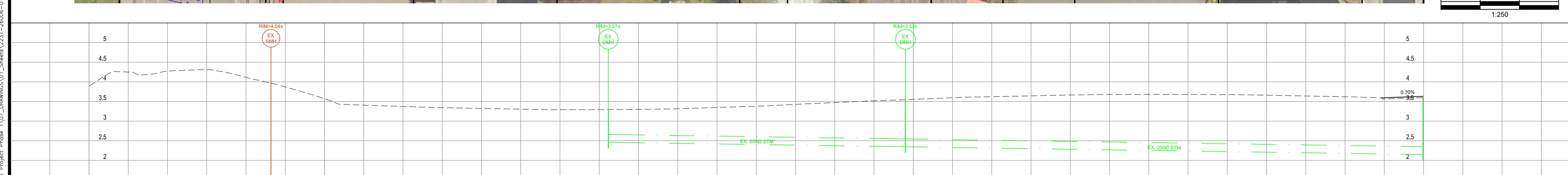
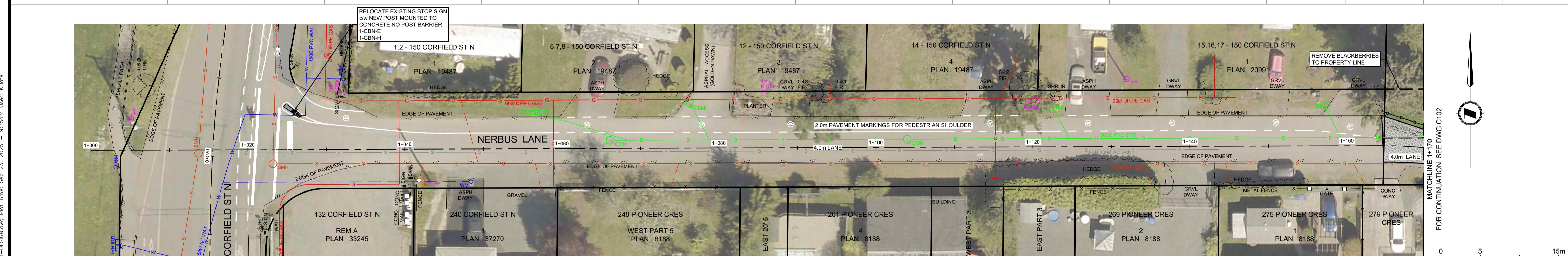
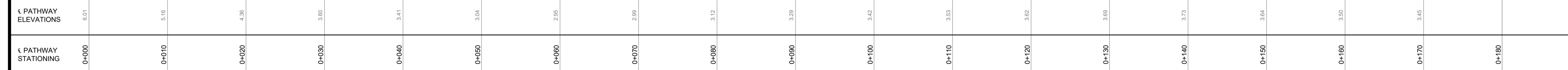
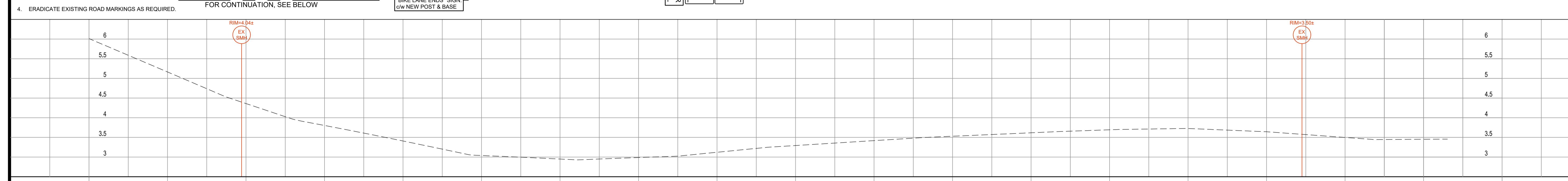
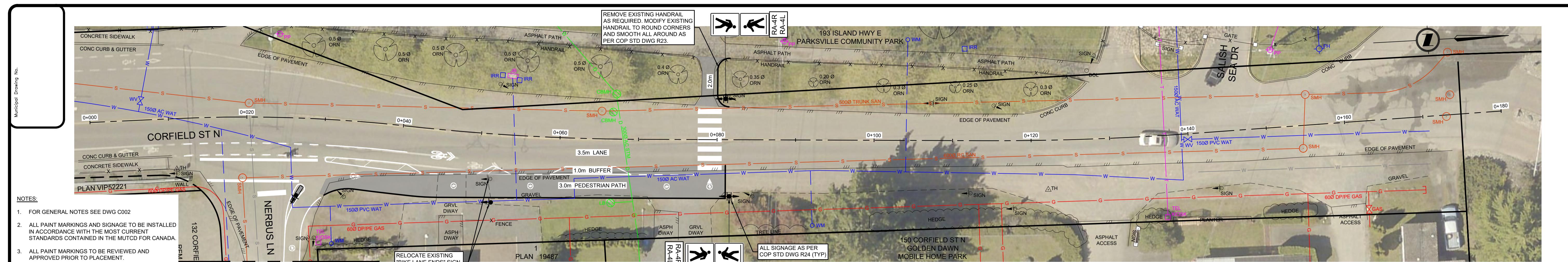
ENVIRONMENTAL NOTES:

- REFER TO PROJECT ENVIRONMENTAL MANAGEMENT PLAN FOR CONTRACTOR'S REQUIREMENTS. CONTRACTOR TO PREPARE A CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN.
- ALL WORK TO BE DONE IN ACCORDANCE WITH THE ENVIRONMENTAL MANAGEMENT PLAN.
- ALL MACHINERY TO BE CLEAN, FREE OF LEAKS AND IN GOOD MECHANICAL CONDITION. REFUELING OF ALL MACHINES TO BE OUTSIDE OF ESTABLISHED SETBACKS.
- ALL CONCRETE WORK MUST BE ISOLATED FROM WATER FOR A MINIMUM OF 48 HOURS AS CEMENT IS TOXIC TO AQUATIC HABITAT.
- MINIMIZE DISTURBANCE TO VEGETATION AND CREEK CHANNEL TO THE AREA ONLY REQUIRED TO PERFORM THE WORK.
- ALL HEAVY EQUIPMENT WORKING WITHIN THE WETTED PERIMETER OF THE WATERCOURSE SHALL BE USING NON-TOXIC AND BIODEGRADABLE HYDRAULIC AND LUBRICATION OILS.

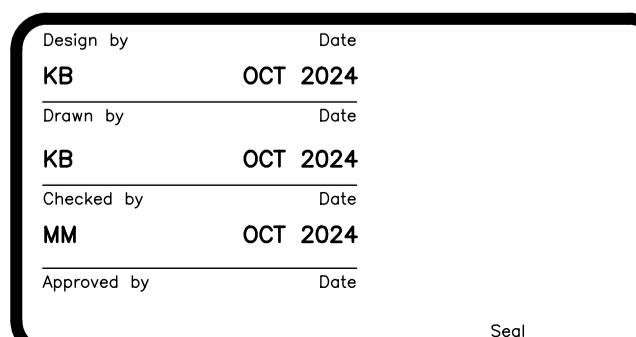
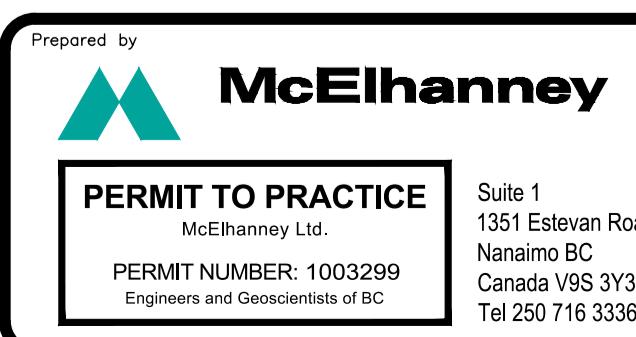
EROSION & SEDIMENT CONTROL:

- EROSION AND SEDIMENT CONTROL FOR THIS PROJECT WILL BE AS OUTLINED IN THE FISHERIES AND OCEANS CANADA AND MINISTRY OF WATER, LANDS AND AIR PROTECTION HANDBOOK ENTITLED "LAND DEVELOPMENT GUIDELINES FOR THE PROTECTION OF AQUATIC HABITAT, SEPTEMBER 1993" AND "ENVIRONMENTAL BEST MANAGEMENT PRACTICES FOR URBAN AND RURAL LAND DEVELOPMENT IN BRITISH COLUMBIA, JUNE 2004" AND "EROSION & SEDIMENT CONTROL GUIDELINE" BY THE CITY OF PARKSVILLE. IT IS INCUMBENT UPON THE CONTRACTOR TO ACQUIRE THESE GUIDELINES AND FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS THEREIN.
- THE CONTRACT ADMINISTRATOR AND THE CITY OF PARKSVILLE ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM IMPROPER EROSION AND SEDIMENT CONTROL MEASURES UNDERTAKEN BY THE CONTRACTOR.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT NO MUD, DIRT, SOIL, SILT OR ANY OTHER SUBSTANCES ARE SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY, OR AREAS THAT LEAD TO CATCH BASINS CONNECTED TO PUBLIC SYSTEMS. THE CONTRACTOR IS TO CLEAN ANY SUCH MATERIAL IMMEDIATELY.
- STREETS ARE TO BE SWEPT AS REQUIRED AND AFTER WORK STOPPAGE EACH DAY.
- ALL SITE ACCESS SHOULD BE MAINTAINED FOR THE DURATION OF CONSTRUCTION, IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, OR AREAS THAT LEAD TO CATCH BASINS CONNECTED TO PUBLIC SYSTEMS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL MATERIAL AS CONDITIONS DEMAND. THE PAD MAY BE REMOVED ONCE PERMANENT PAVEMENTS ARE IN PLACE AT THE SITE. A WHEEL WASH MAY BE REQUIRED IF THE TEMPORARY GRAVEL PAD IS NOT WORKING.
- PRIOR TO CONSTRUCTION, CLEARLY FLAG OR FENCE AREAS OF NO DISTURBANCE AS WELL AS ANY DESIGNATED TREES AND SHRUBS THAT ARE TO BE PRESERVED. MARKINGS SHOULD REMAIN IN PLACE THROUGHOUT CONSTRUCTION.
- STRIP AND GRUB ONLY THOSE AREAS NECESSARY FOR THE CURRENT CONSTRUCTION. STAGE CONSTRUCTION OPERATIONS TO LIMIT DISTURBANCE AND DO NOT STRIP ANY AREA UNTIL REQUIRED.
- SILT FENCING IS TO BE INSTALLED AROUND ALL STOCK/SPOIL PILES, OR PILES ARE TO BE OTHERWISE COVERED TO LIMIT EROSION AND SEDIMENT GENERATION.
- ROUTINE INSPECTION AND MAINTENANCE OF THE SYSTEM COMPONENTS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHOULD DESIGNATE AN ON-SITE PERSON TO BE RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT OF THE ESCP. AT A MINIMUM, INSPECT ALL BMP'S WEEKLY TO ENSURE PROPER FUNCTION WITH INSPECTION REPORTS PROVIDED TO THE ENGINEER AND THE CITY OF PARKSVILLE FOR REVIEW.
- PRIOR TO ANY ANTICIPATED SIGNIFICANT STORM EVENT THE DESIGNATED SITE PERSON IS TO INSPECT THE EROSION AND SEDIMENT CONTROL WORKS AND ENSURE THAT THEY WILL ADEQUATELY FUNCTION DURING THE ANTICIPATED EVENT. ANY DEFICIENCIES IN THE SYSTEM ARE TO BE ADDRESSED PRIOR TO THE STORM EVENT AND AN INSPECTION REPORT/ LIST OF ACTIONS TAKEN IS TO BE MADE AVAILABLE TO THE CITY UPON REQUEST.
- DURING AND/OR FOLLOWING EACH SIGNIFICANT STORM EVENT, THE DESIGNATED SITE PERSON SHOULD OBSERVE THE SETTLEMENT PONDS AND STORM DRAIN TO CONFIRM THAT TURBID WATERS FROM SOURCES ASSOCIATED WITH CONSTRUCTION ARE NOT ENTERING THE STORM DRAINAGE SYSTEM. TAKE IMMEDIATE CORRECTIVE ACTION IF INSPECTION INDICATES A PROBLEM. RECORD INSPECTION DATES, ANY SIGNIFICANT OBSERVATIONS, AND ACTIONS TAKEN, THEN INFORM THE ENGINEER IN CHARGE AND THE CITY OF PARKSVILLE.
- ALL RECEIVING CATCH BASINS, LAWN DRAINS, OR SUCH INLET STRUCTURES SHALL BE PROTECTED WITH AN APPROVED SILTATION FILTER PRODUCT AND MAINTAINED THROUGHOUT CONSTRUCTION. INLET/BASINS MAY ALSO REQUIRE PERIODIC CLEANING.

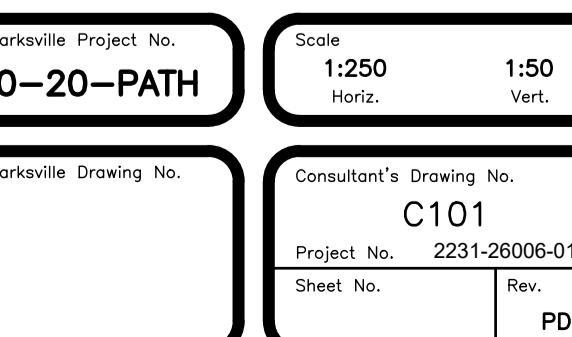
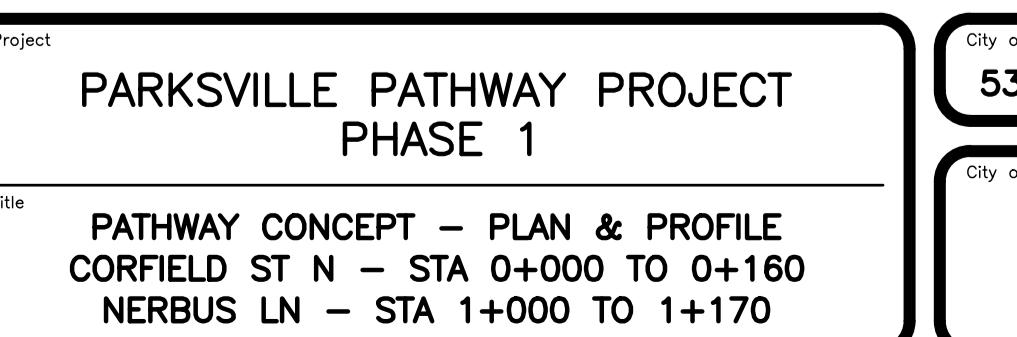
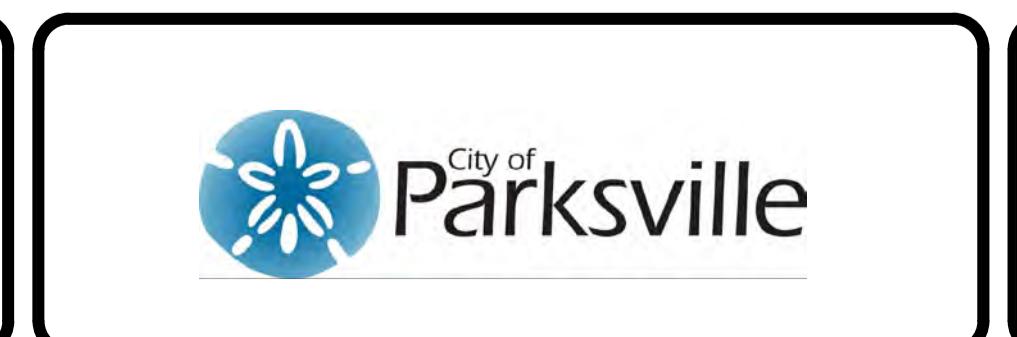
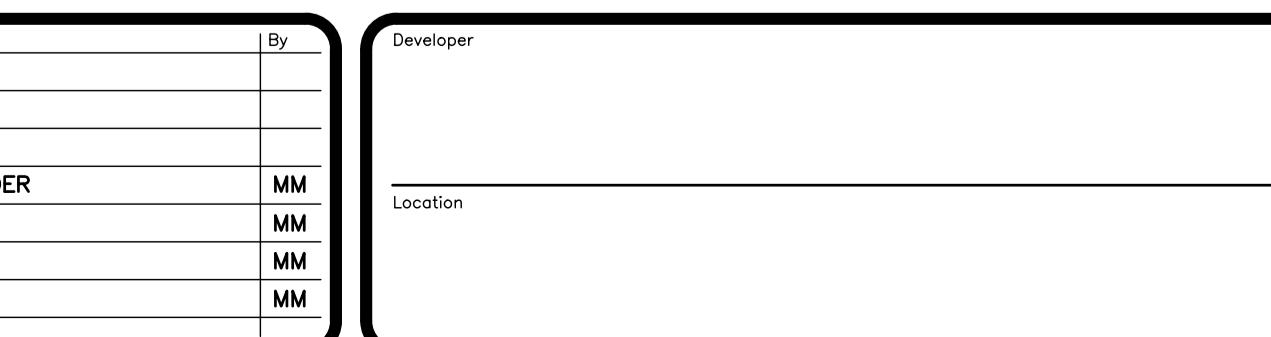


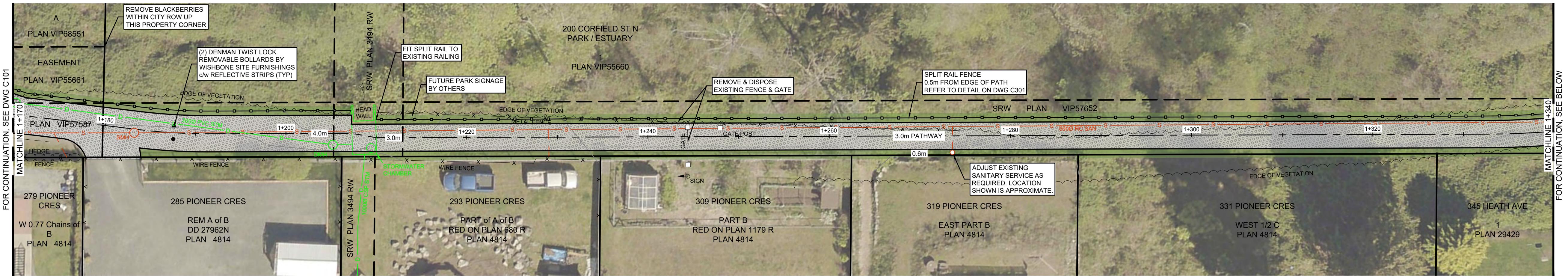


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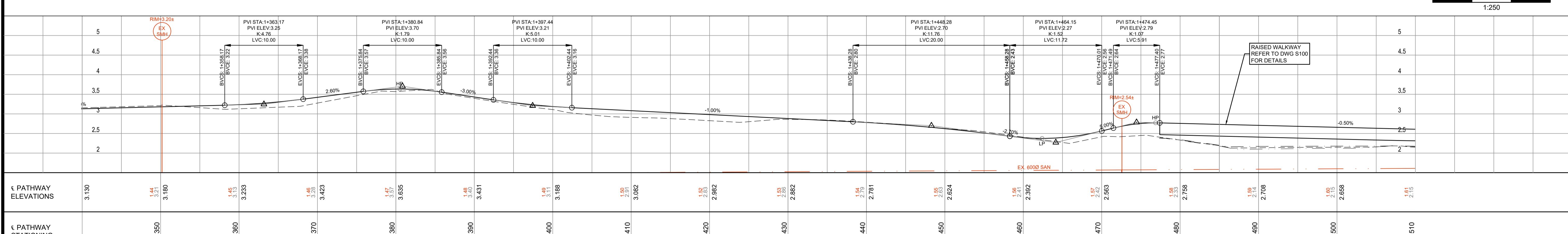
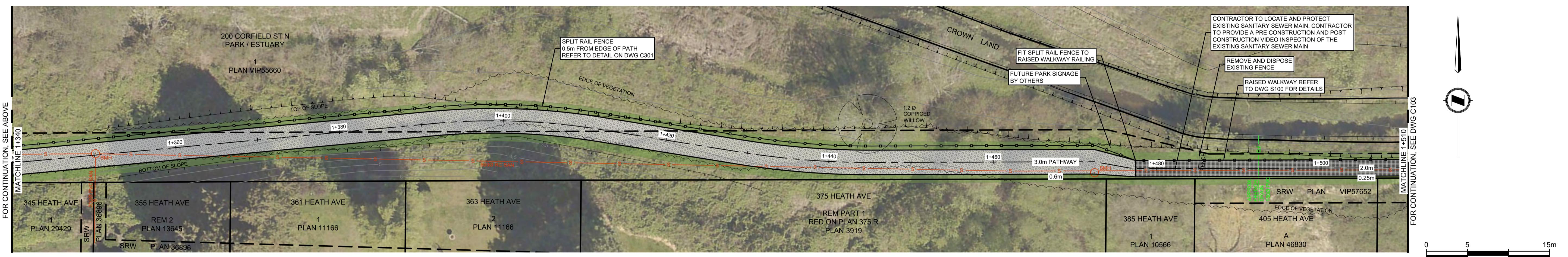
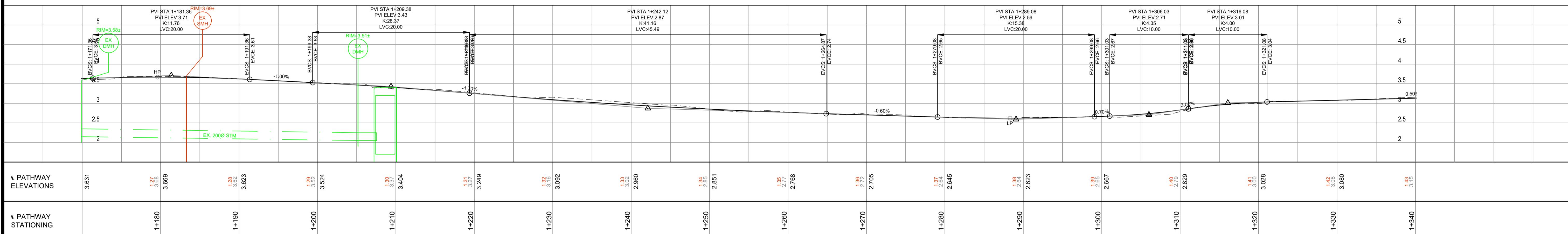
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PC	25-04-25	90% DESIGN
PB	25-01-15	50% DESIGN
PA	24-11-15	CONCEPTUAL DESIGN





NOTE

1. FOR GENERAL NOTES SEE DWG C00



Design by	Date
KB	OCT 2024
Drawn by	Date
KB	OCT 2024
Checked by	Date
MM	OCT 2024
Approved by	Date

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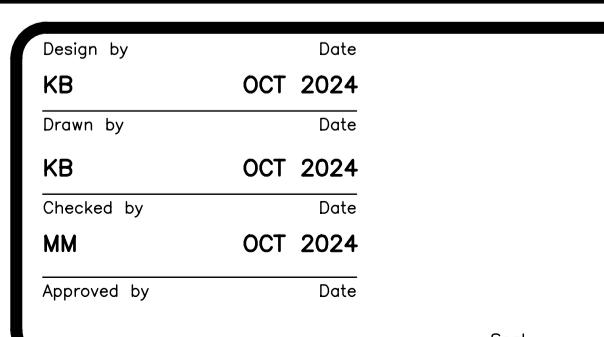
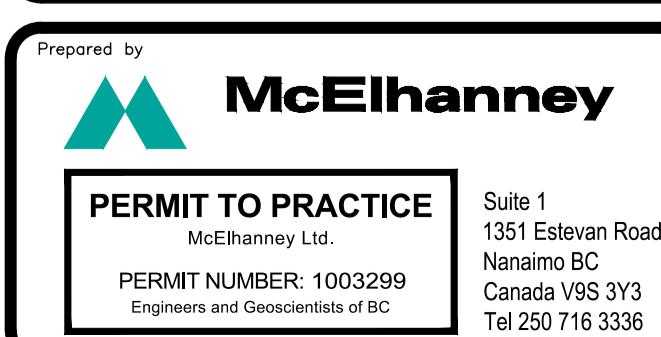
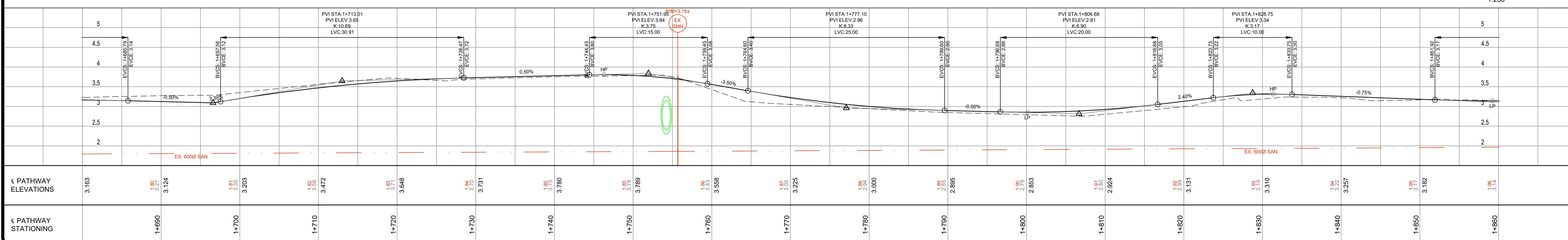
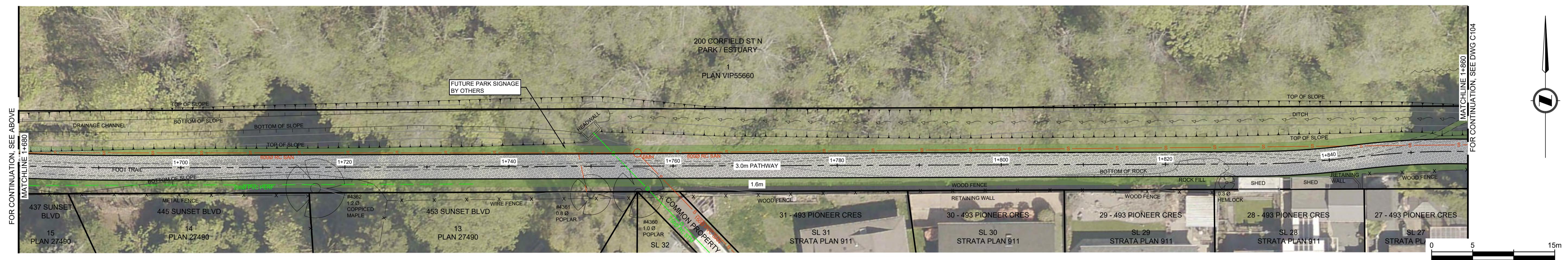
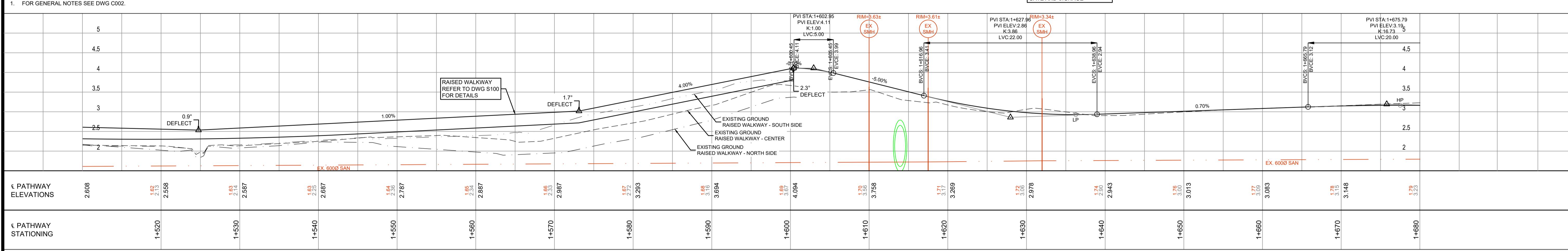
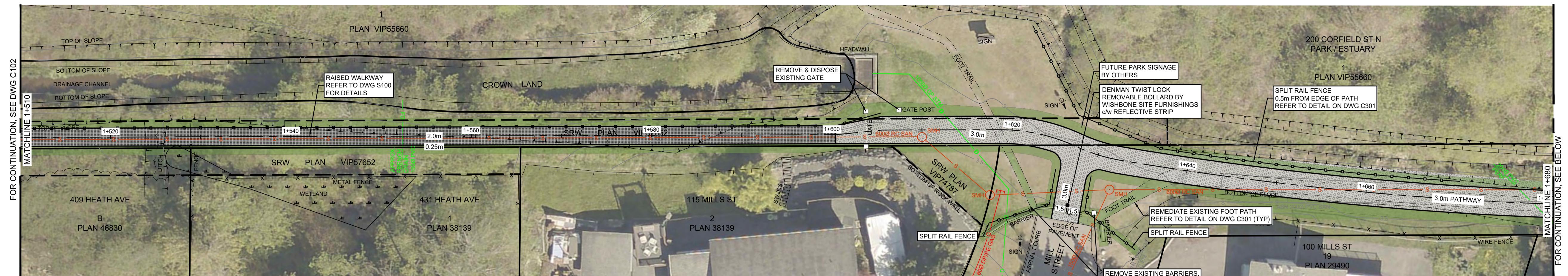
PARKSVILLE PATHWAY PROJECT PHASE 1

Title

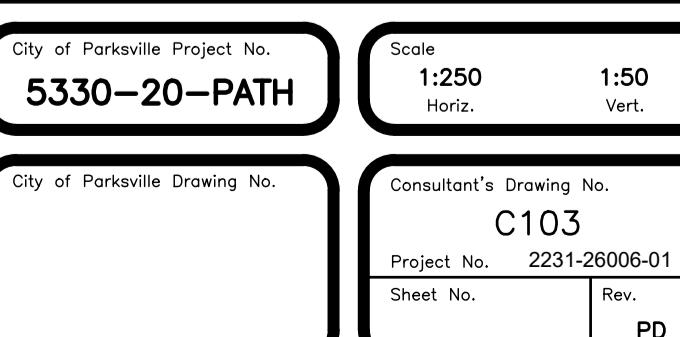
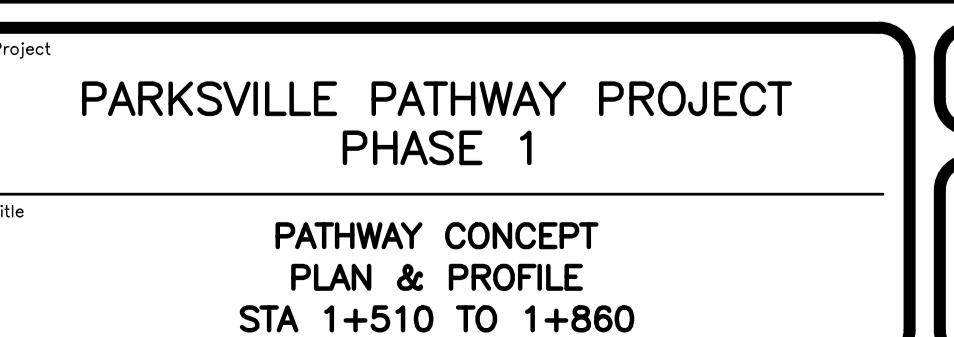
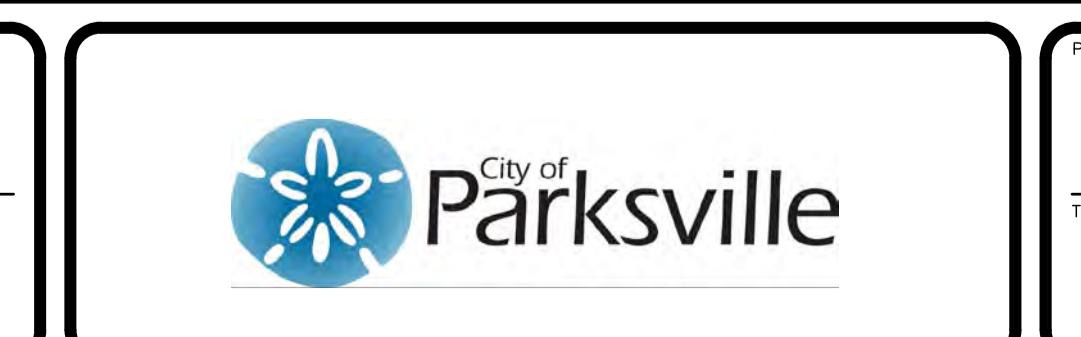
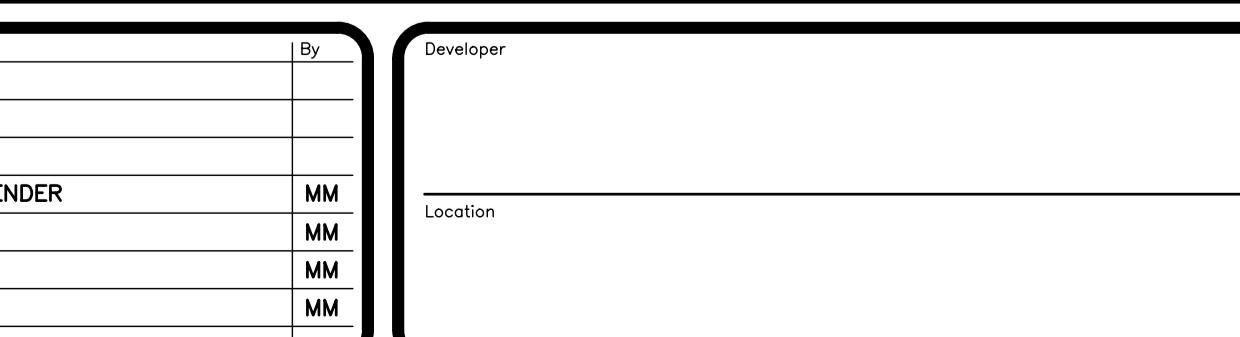
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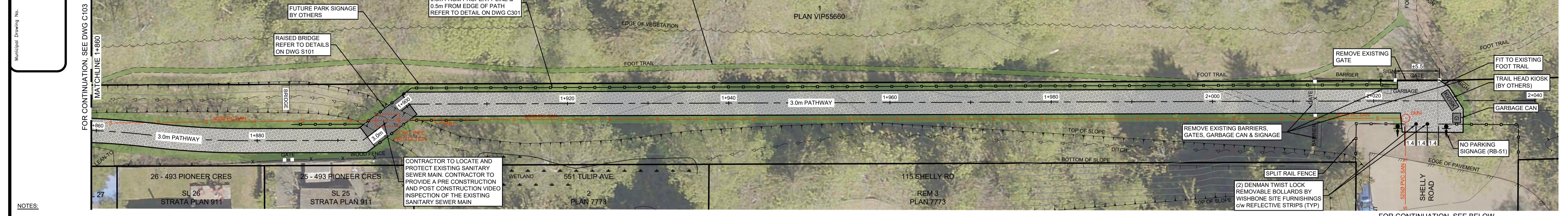
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Sheet No.		Rev.	

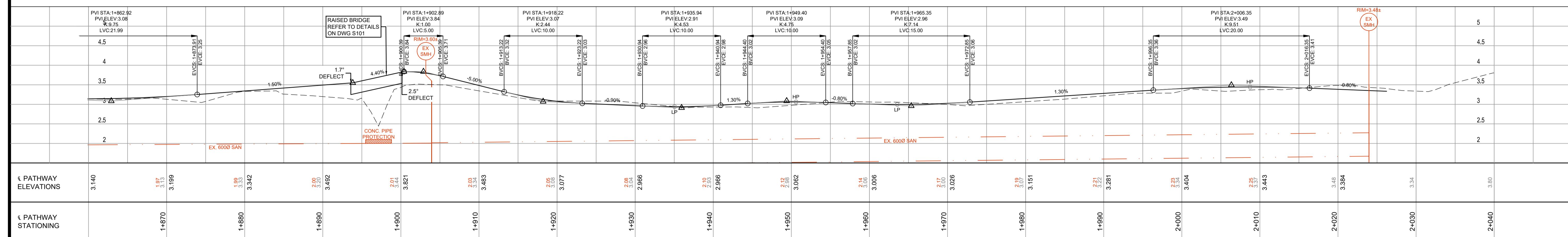


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PB	25-01-15	50% DESIGN
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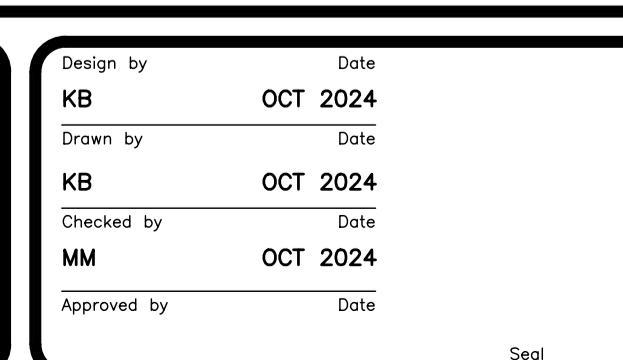
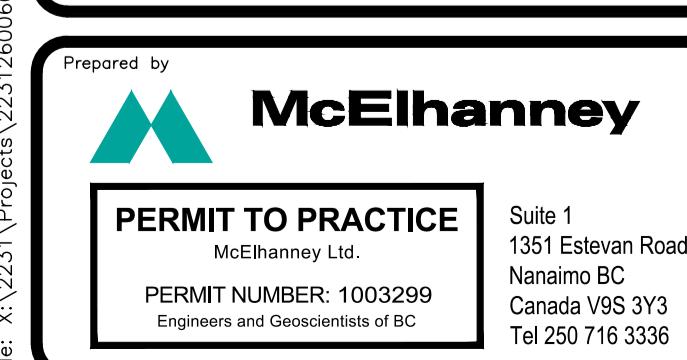




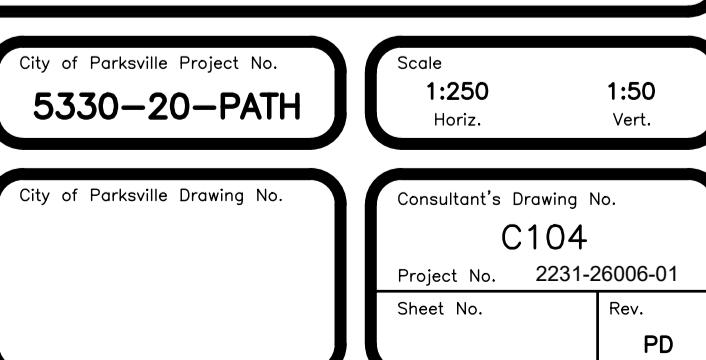
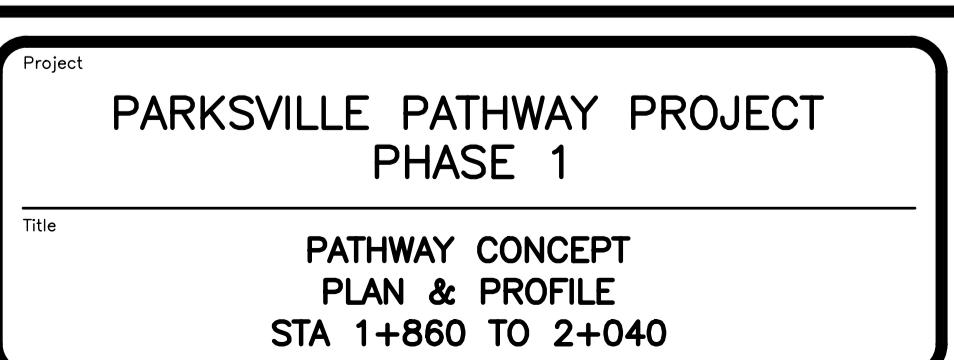
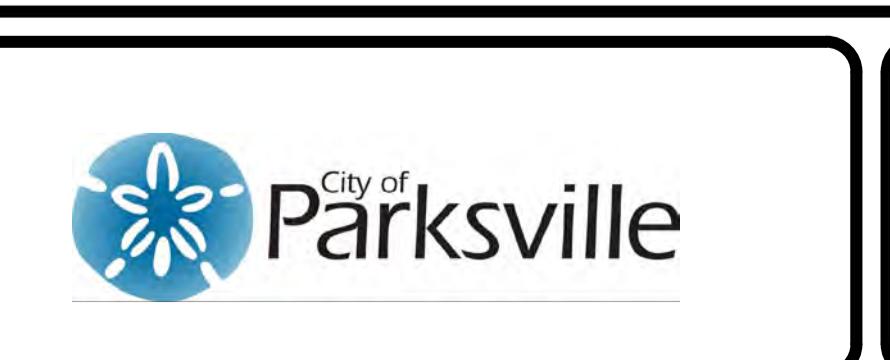
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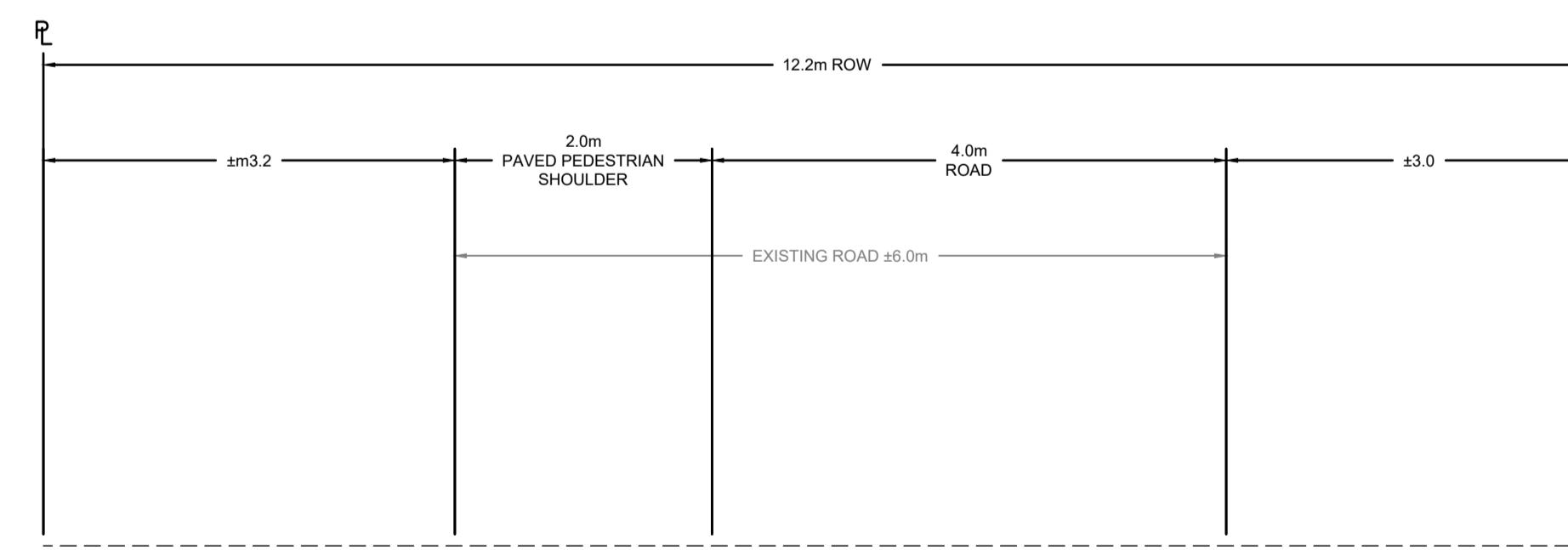
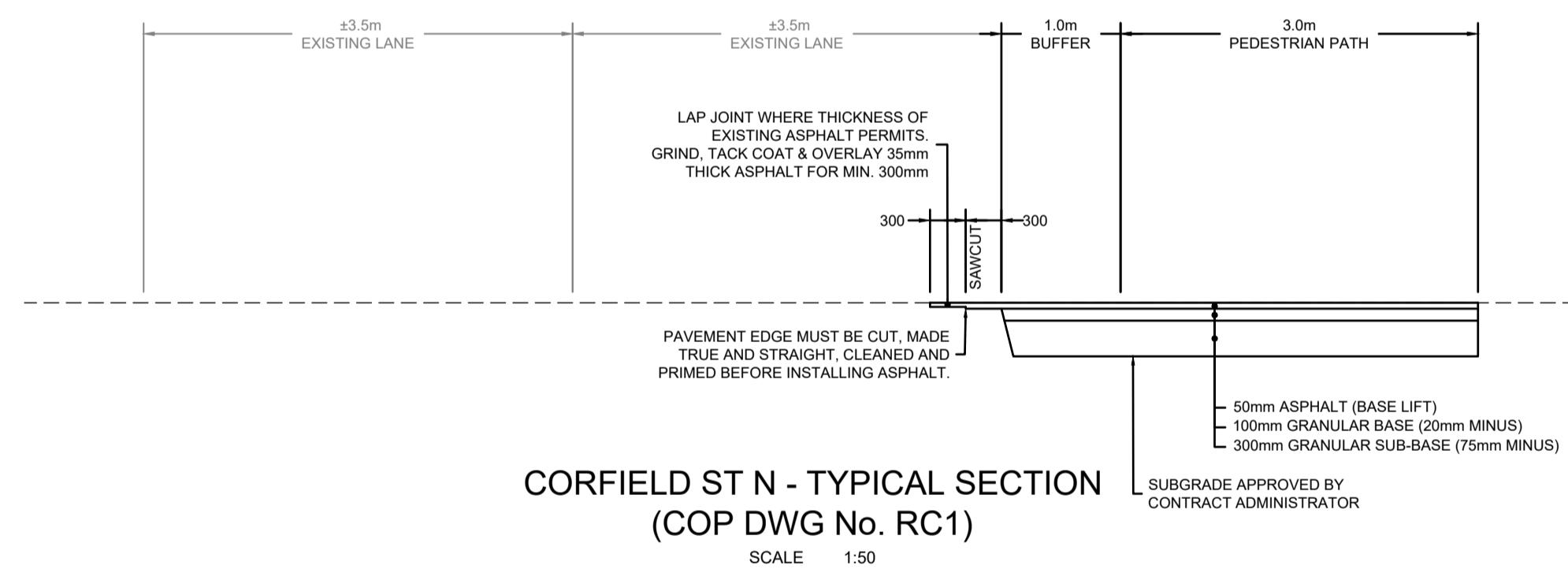
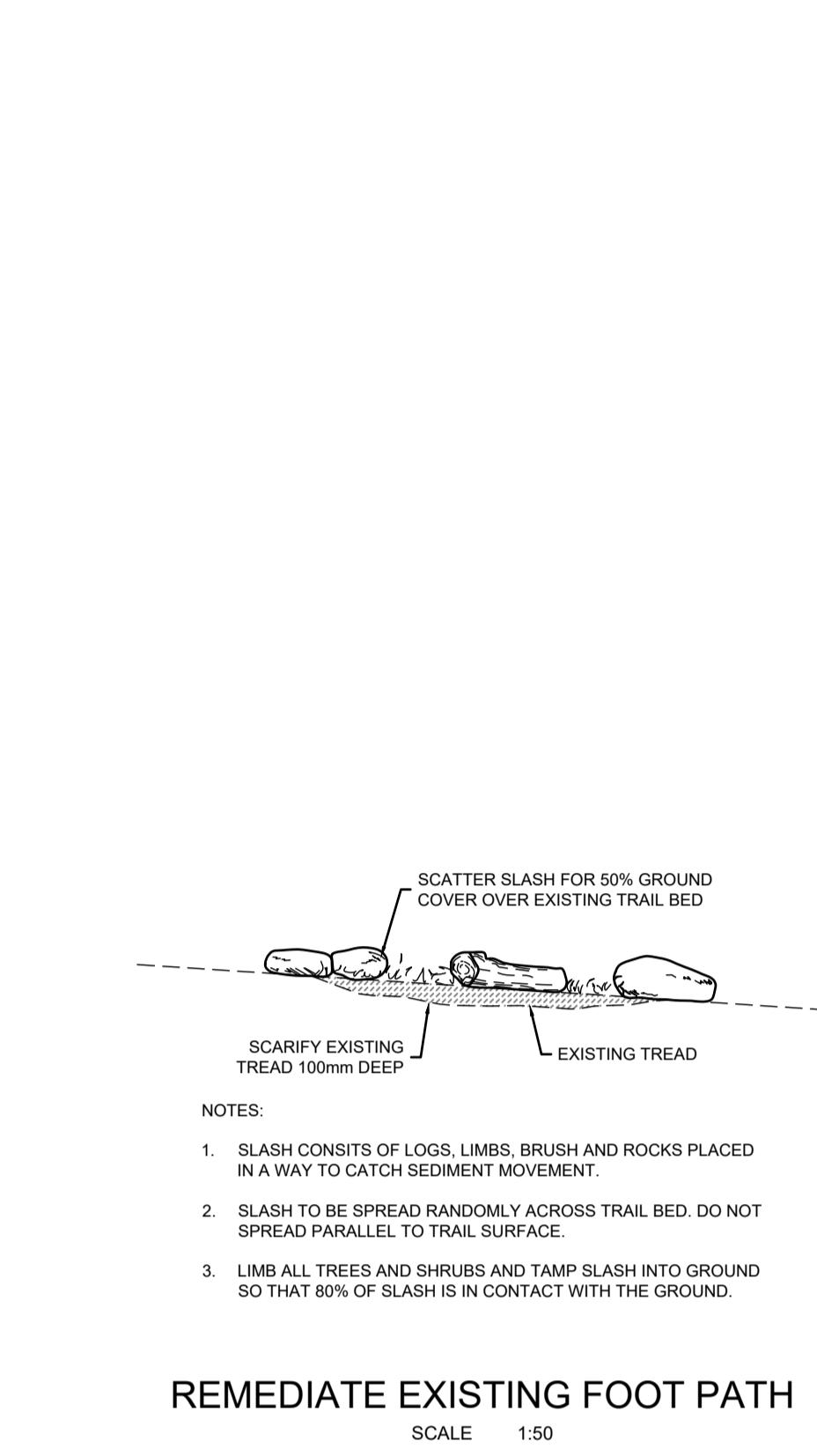
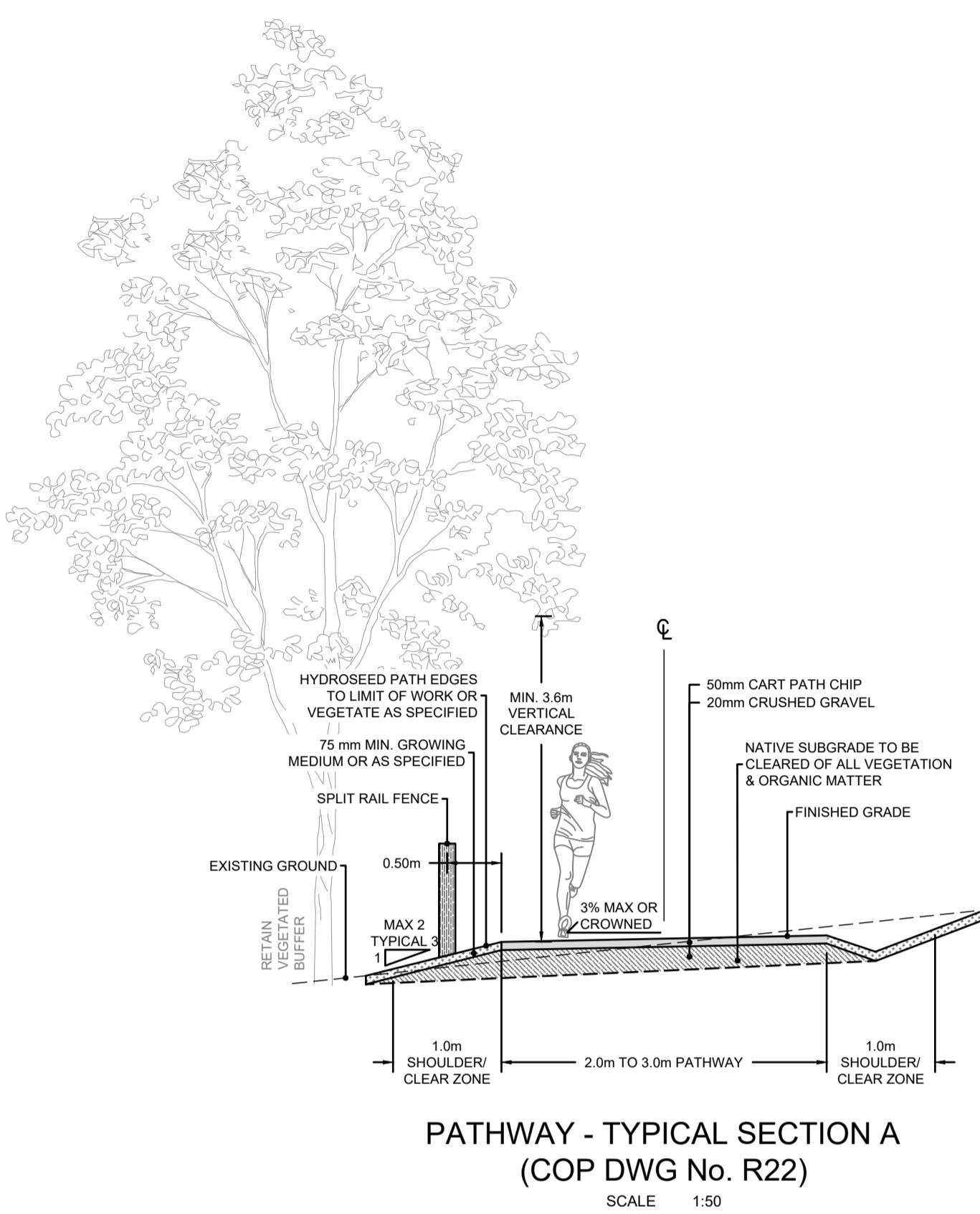
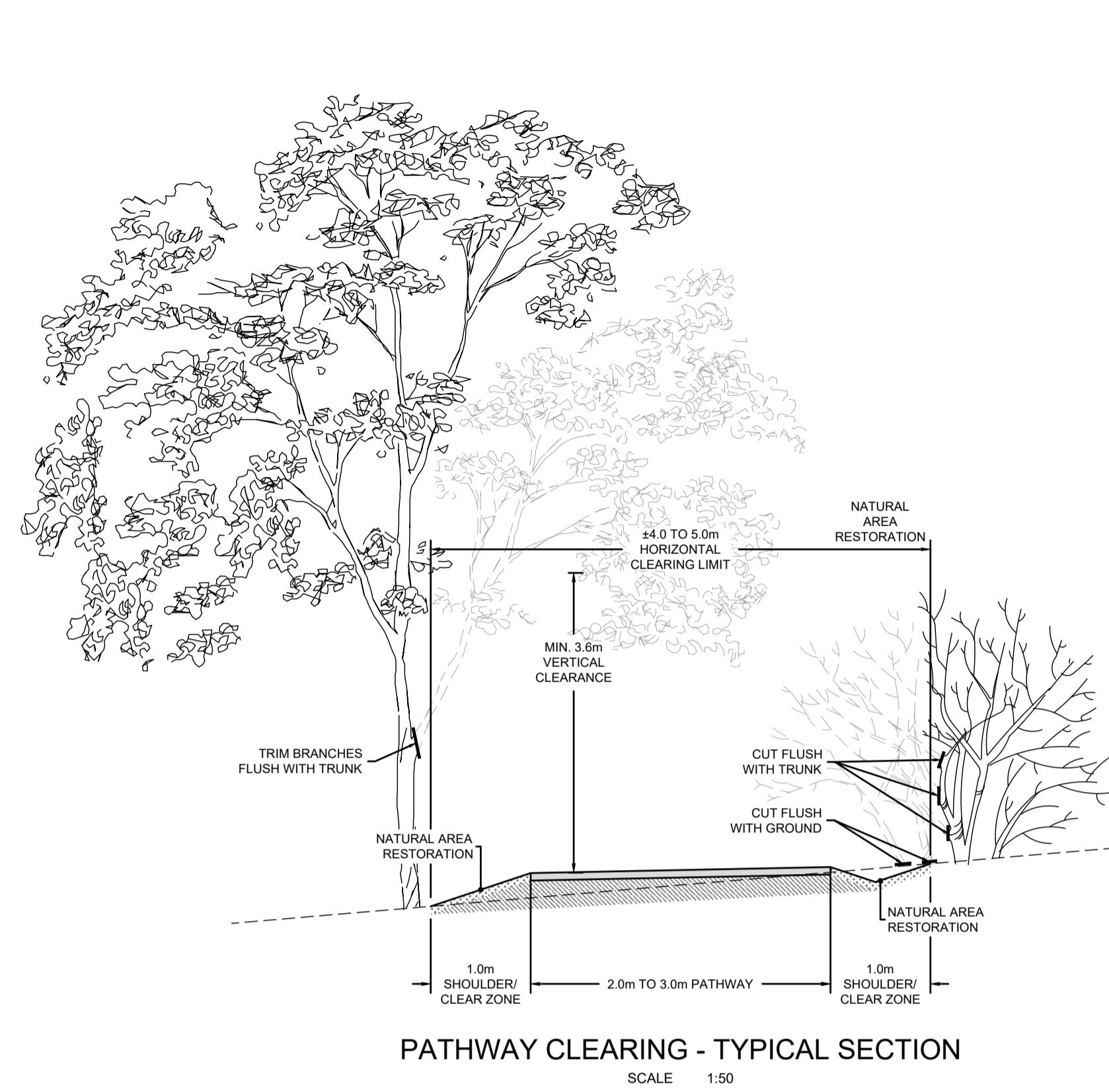


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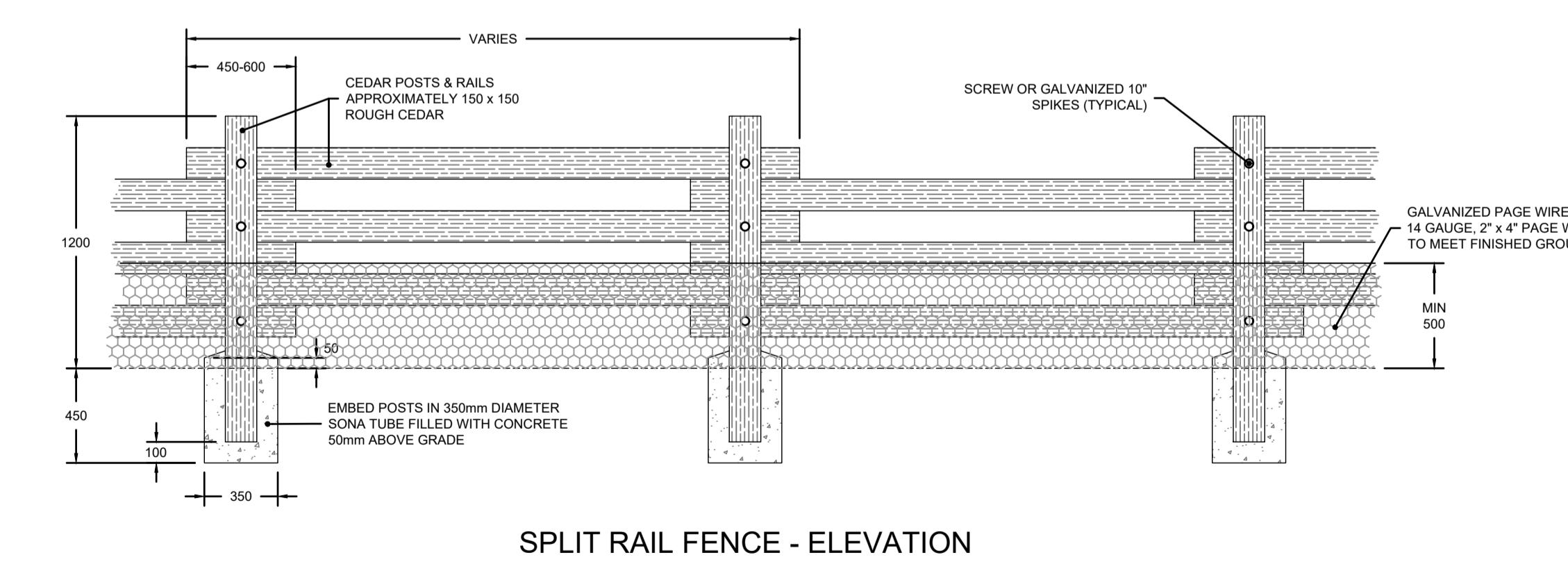
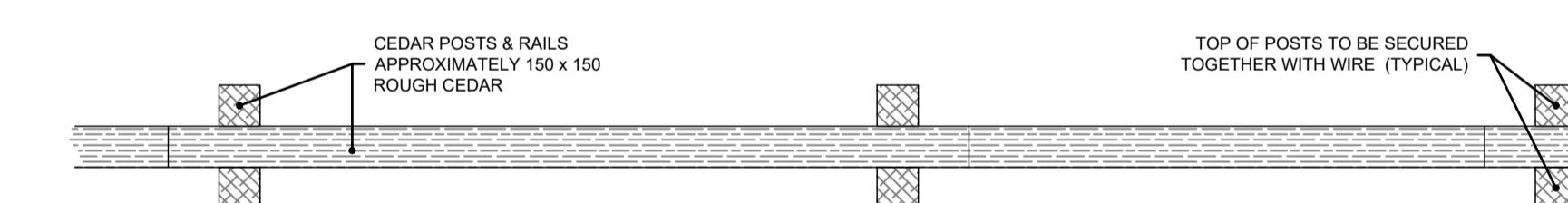
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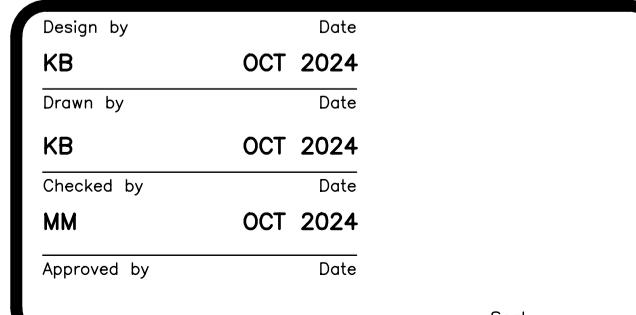
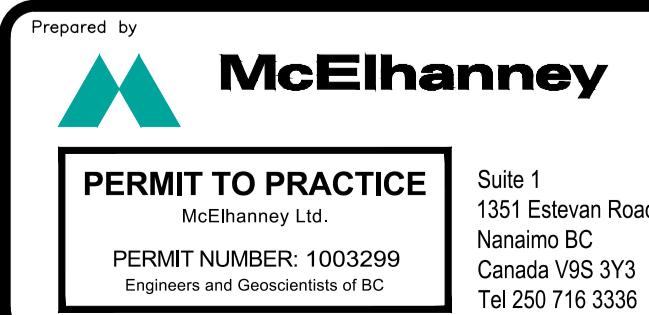


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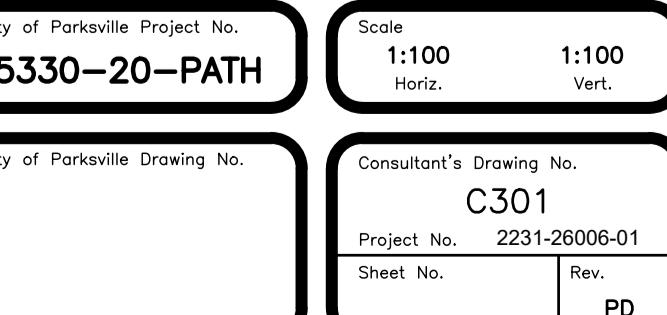
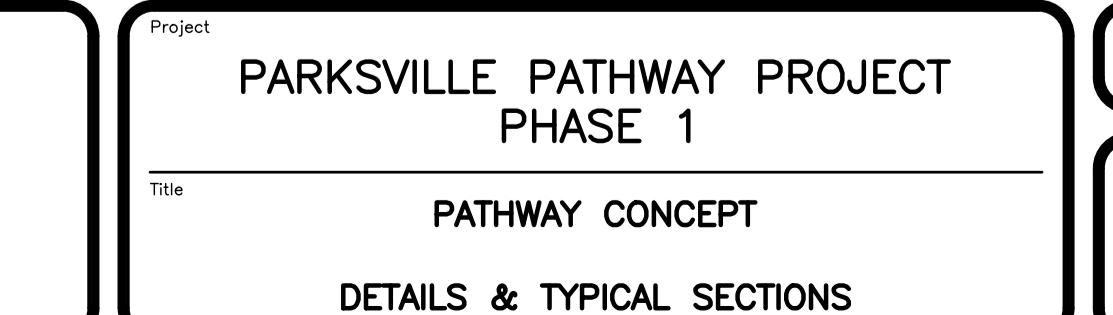


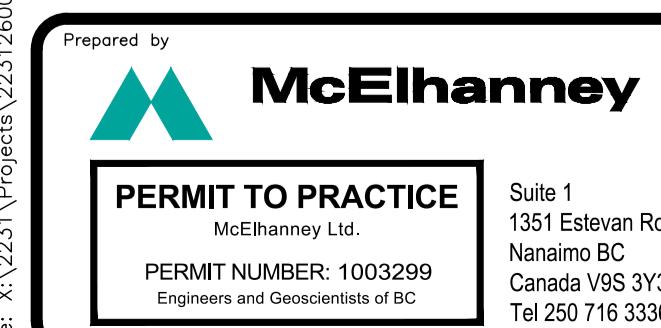
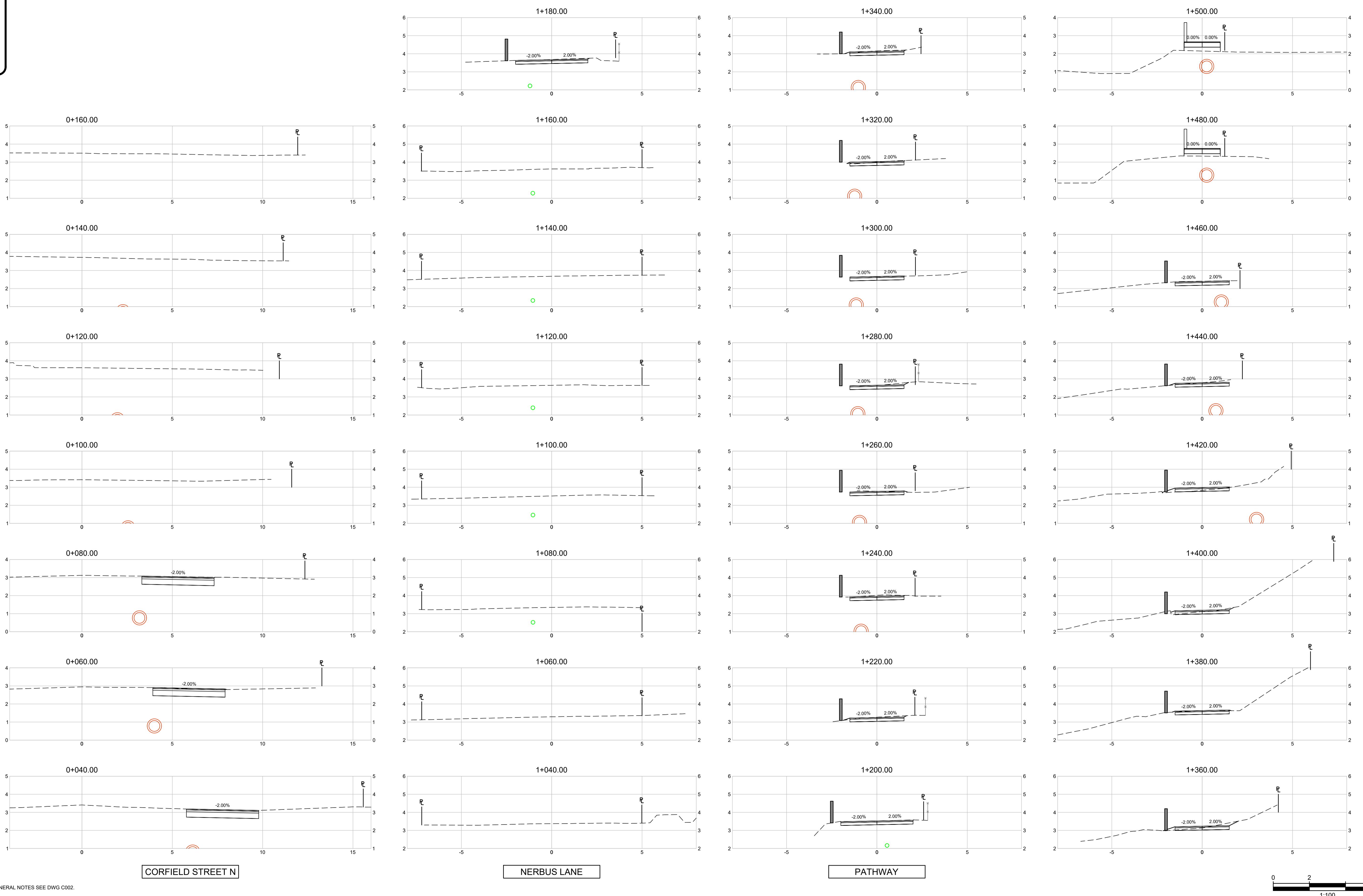
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PC	25-04-25	90% DESIGN	MM
PB	25-01-15	50% DESIGN	MM
PA	24-11-15	CONCEPTUAL DESIGN	MM

Developer
Location





No.	Date	Revisions	By
PD	25-09-19	100% DESIGN / ISSUED FOR TENDER	MM
PC	25-04-25	90% DESIGN	MM
PB	25-01-15	50% DESIGN	MM
PA	24-11-15	CONCEPTUAL DESIGN	MM

Developer _____
Location _____



PARKSVILLE PATHWAY PROJECT PHASE 1
PATHWAY CONCEPT
CROSS SECTION 1 OF 2

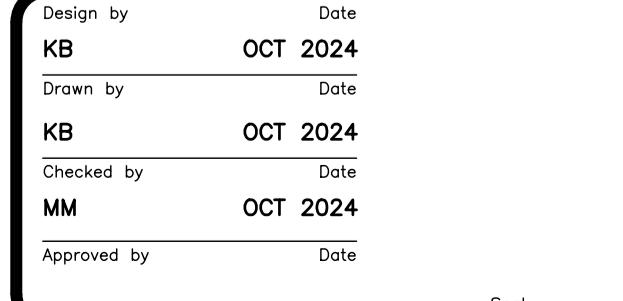
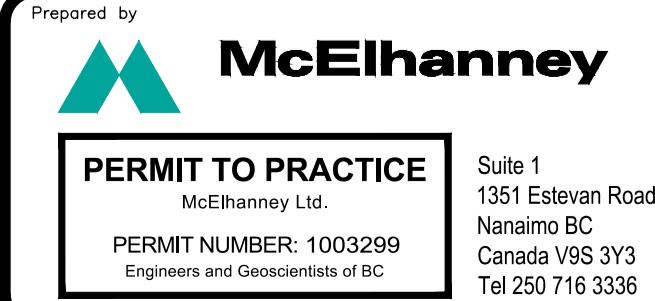
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City of Parksville Drawing No.	C401	Horiz.	1:100
Consultant's Drawing No.	Project No. 2231-2606-01	Vert.	



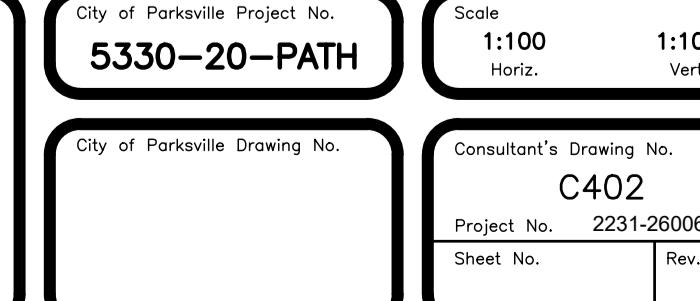
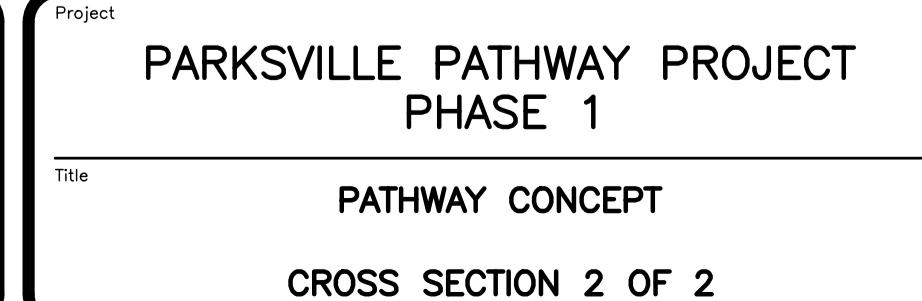
NOTES:

1. FOR GENERAL NOTES SEE DWG C002.

PATHWAY

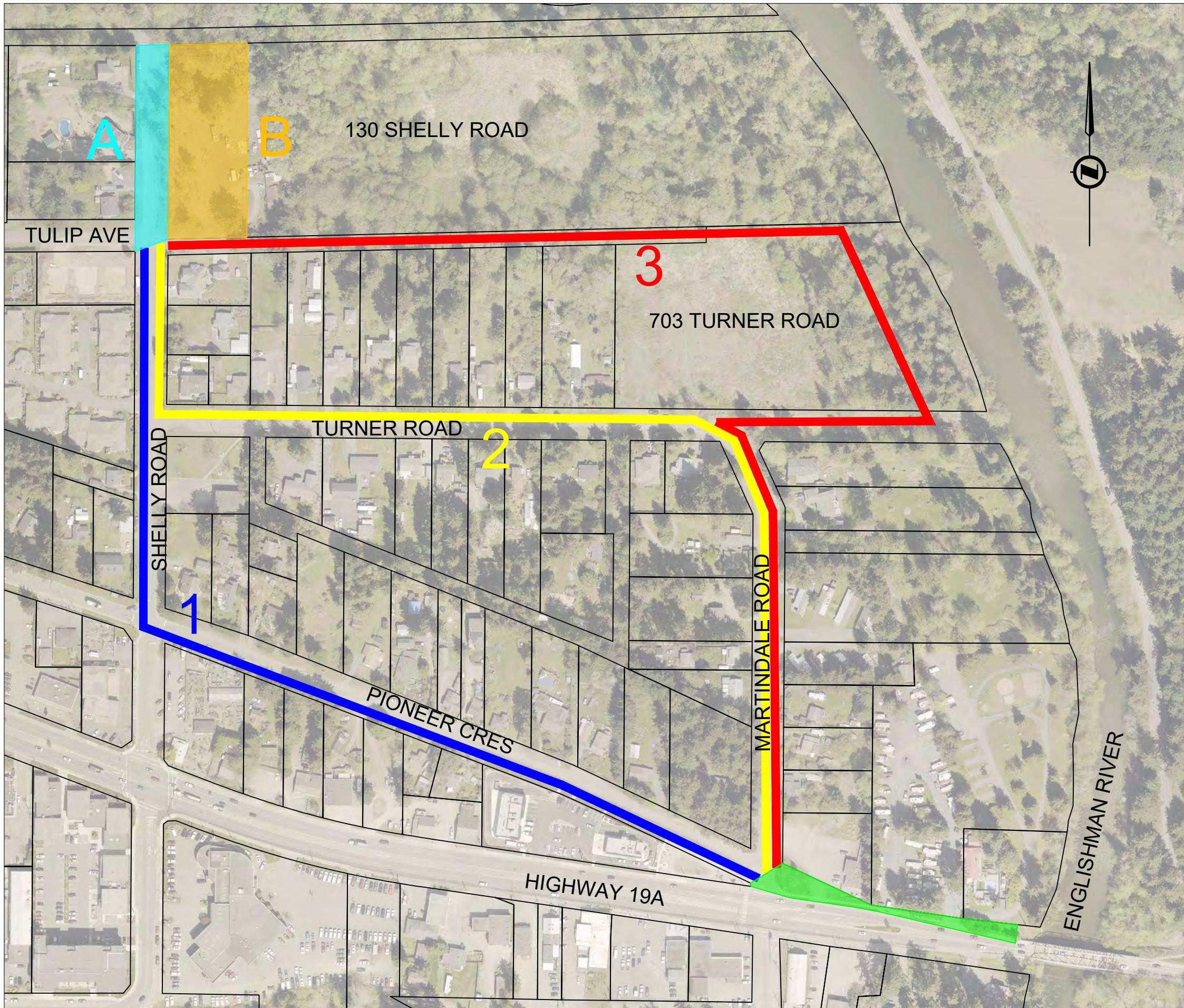
1:100


No.	Date	Revisions	By
PD	25-09-19	100% DESIGN / ISSUED FOR TENDER	MM
PC	25-04-25	90% DESIGN	MM
PB	25-01-15	50% DESIGN	MM
PA	24-11-15	CONCEPTUAL DESIGN	MM



APPENDIX C

ROUTE MAP



PARKSVILLE PATHWAY PHASE 2
PRELIMINARY ROUTING OPTIONS

JANUARY 2026

DESCRIPTION OF ROUTING OPTIONS BEGINNING AT NORTH END OF SHELLY ROAD.

A AND B ARE THE AVAILABLE ROUTING OPTIONS FROM NORTH END OF SHELLY ROAD TO APPROXIMATELY THE INTERSECTION OF TULIP AVE.

A - TRAIL REMAINS WITHIN SHELLY ROAD RIGHT OF WAY.

B - TRAIL UTILIZES CITY'S SRW OVER 130 SHELLY ROAD TO STAY OUT OF ROAD RIGHT OF WAY.

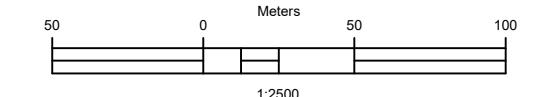
1, 2 AND 3 ARE THE AVAILABLE ROUTING OPTIONS FROM THE INTERSECTION OF TULIP AVE TO THE INTERSECTION OF PIONEER CRES AND MARTINDALE ROAD.

1 - TRAIL IS CONSTRUCTED ALONG SHELLY ROAD AND PIONEER CRES.

2 - TRAIL IS CONSTRUCTED ALONG SHELLY ROAD, TURNER ROAD, AND MARTINDALE ROAD.

3 - TRAIL IS CONSTRUCTED ALONG THE UN-BUILT TULIP AVE RIGHT OF WAY, ALONG AN SRW OVER 703 TURNER ROAD, ALONG THE ACCESS ROAD EXTENSION OF TURNER ROAD, AND ALONG MARTINDALE ROAD.

THE SECTION FROM PIONEER CRES AND MARTINDALE ROAD INTERSECTION TO THE ENGLISHMAN RIVER BRIDGE SHOULD REMAIN WITHIN CITY RIGHT OF WAY AND NORTH OF THE VEHICULAR TRAVEL LANES ON HWY 19A.



APPENDIX D
SITE PHOTOS

Appendix D - Site Photos - December 17, 2025

Martindale Road to Englishman River Bridge



Facing SE from intersection



Facing NW



Facing W



Facing W



Facing E



Facing W



Facing E



Facing E



Facing E



Facing E

Route 1 - From Pioneer/Martindale intersection to Shelly/Tulip intersection



Facing W



Facing W



Facing W



Facing W



Facing W



Facing W



Facing N



Facing N



Facing E



Facing N



Facing E



Facing N



Facing E

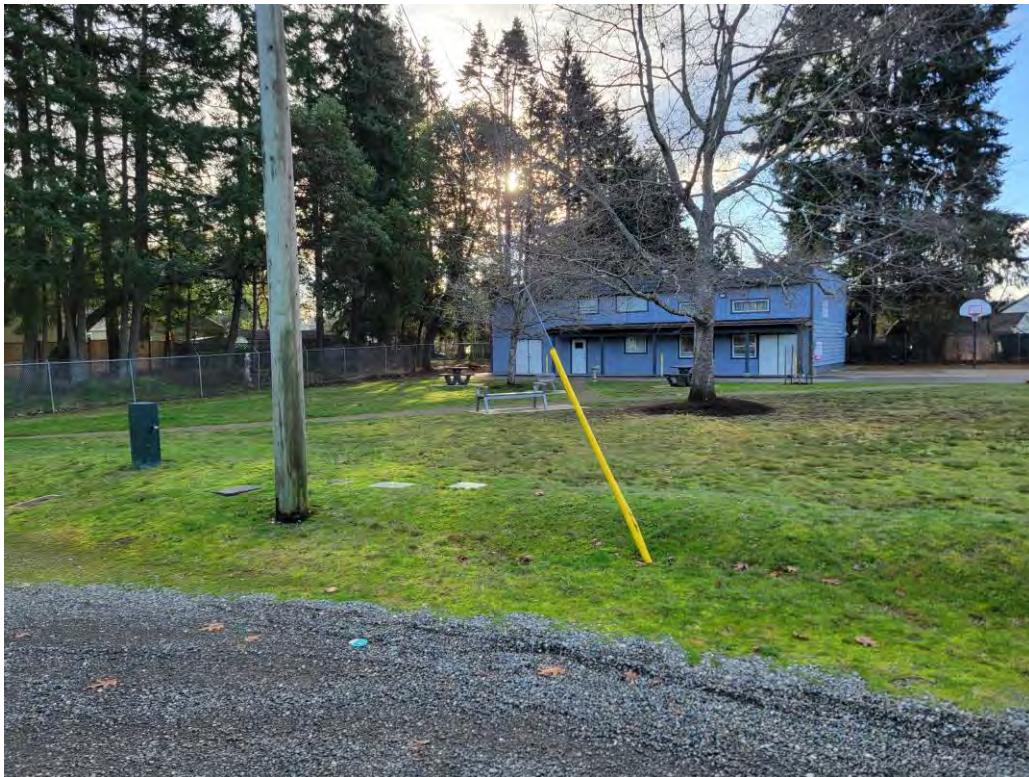


Facing N



Facing N

Route 2 - From Shelly/Turner intersection to Pioneer/Martindale intersection



Facing S



Facing E



Facing E



Facing E



Facing E



Facing W



Facing SE



Facing S



Facing S



Facing S



Facing S



Facing S

Route 3 - From Shelly/Tulip intersection to Turner/Martindale intersection



Facing E



Facing E



Facing E



Facing E - Steep bank down ahead



Facing S - Side view of steep bank



Facing W - View back to steep bank and puddling.



Facing SE- Pink stakes denote 130 Shelly Road property. Significant puddling observed.



Facing S- Route runs right to left. Significant puddling observed.



Facing SE - Significant puddling observed



Facing S- Route runs right to left.



Facing W



Facing E



Facing E



Facing E



Facing E



Facing E



Facing E



Facing E - At 703 Turner property line (SRW begins here)



Facing W - Clearing in previous photo is just through this vegetation.



Facing S - Pond/channel crossing



Facing E



Facing W - Trail turns south from here.



Facing S - Trail continues south from here.



Facing S



Facing S



Facing S



Facing S



Facing N - Trail turns west from here



Facing W - Trail continues west from here



Facing W



Facing W - Trail reaches Turner/Martindale intersection

Option A - From Shelly/Tulip intersection to north end of Shelly



Facing N



Facing N



Facing N

Option B - From Shelly/Tulip intersection to north end of Shelly



Facing N - From Tulip



Facing NE - From Shelly/Tulip intersection



Facing NE - From Shelly



Facing NE - From Shelly



Facing SE - From Shelly cul de sac



Facing E - From Shelly cul de sac

APPENDIX E

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

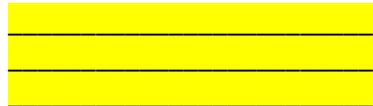
for the
PARKSVILLE PATHWAY PROJECT PHASE 2

THIS AGREEMENT dated for reference the [REDACTED] day of [REDACTED], 2026.

BETWEEN:

CITY OF PARKSVILLE
PO BOX 1390
100 JENSEN AVENUE EAST
PARKSVILLE, BC V9P 2H3
(The "City")

AND:



(the "Consultant")

WHEREAS:

- A. The City wishes to engage the Consultant for the provision of services described in this Agreement; and
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants, and conditions herein contained, and in consideration of the payment of one (\$1.00) dollar by the City to the Consultant (the receipt and sufficiency the Consultant acknowledges) the parties hereto, hereby covenant and agree as follows:

1.0 SERVICES

1.1 Services

The City hereby retains the Consultant to provide the services for the project as described in the Terms of Reference in **Schedule "A"**, which is attached hereto and incorporated herein, for the fulfilment and completion of this Agreement (the "Services" and the "Project", respectively). **Schedule "A"** shall include, but is not limited to: a brief project description, objectives, identification of key employees and Subconsultants, project phases (if applicable), and task descriptions.

1.2 Amendment of Services

The City may, from time to time, by written notice to the Consultant, make changes to the Services, and the Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties, and may include an increase or decrease of the fees and/or schedule. Such changes to the Services shall be by written amendment to this Agreement, signed by the City and the Consultant, prior to commencement of any such changes to the Services. All other terms of this Agreement shall apply to any changes of the Services. The City shall not be liable to pay additional compensation to the Consultant for any changes to the Services performed without prior written authorization of such changes in the form of an amendment.

1.3 Supplemental and On-Call Services

The Consultant shall, if requested in writing by the City, perform supplemental services including on-call, as-needed services, (the "Supplemental Services") at the hourly rates shown in **Schedule "B"**, which is attached hereto and incorporated herein. The Consultant shall not provide any Supplemental Services in excess of the Services unless previously authorized in writing by the City, and attached to this Agreement as a schedule by way of amendment. All other terms of this Agreement shall apply to any Supplemental Services.

1.4 Standard of Care

The Consultant shall perform the Services and any applicable Supplemental Services: (a) with the degree of care, skill, and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered; (b) in accordance with current professional practices and industry standards; and (c) in conformance with all applicable laws, rules, regulations, ordinances, codes, and orders of governmental bodies, agencies, and courts having jurisdiction applicable at the time the Services are rendered.

2.0 AGREEMENT TERM

2.1 Delivery Schedule

Services shall be completed by the Consultant in accordance with the delivery schedule shown in **Schedule "C"** (the "Delivery Schedule"), which is attached hereto and incorporated herein. The parties may from time to time, by amendment, alter the Delivery Schedule. The Consultant acknowledges that time is of the essence with respect to the provision of Services, and accordingly, the Consultant shall provide the Services pursuant to the Delivery Schedule or any applicable amendment.

2.2 Recovery Schedule

If at any time the Consultant discovers that the Delivery Schedule cannot be met, the Consultant shall immediately advise the City in writing and provide a revised Delivery Schedule for the City's review and approval. The revised Delivery Schedule shall be attached to this Agreement as an amendment.

2.3 Authorization to Proceed

Upon receipt by the City from the Consultant of the insurance certificate, business licence confirmation and WorkSafeBC registration number, as required by this Agreement (and any further documents that may be required prior to issuance of a purchase order, as may be set out in this Agreement), the City shall issue a purchase order to the Consultant (the "Purchase Order"). Issuance of the Purchase Order authorizes the Consultant to proceed with the Services, and the Consultant shall not proceed with any Services unless they have received a Purchase Order from the City.

2.4 Agreement Term

The term of this Agreement shall begin on the reference date on page 1 of this Agreement and, unless previously terminated, this Agreement shall expire three months from the date that the City makes final payment to the Consultant for Services rendered (the "Term"), except for provisions in this Agreement that shall survive the termination or expiry of this Agreement.

2.5 Supplemental and On-Call Services

The Consultant shall perform any Supplemental Services as set out in Section 1.3 in a timely manner or in accordance with agreed-upon completion dates or time periods.

3.0 FEES FOR SERVICES

3.1 Maximum Authorized Expenditure

In consideration of the performance of the Services, the City shall pay the Consultant a maximum total fee, not to exceed [written number] (\$_____) dollars, which amount includes disbursements but excludes applicable federal and provincial taxes, (the "Maximum Authorized Expenditure"), as detailed in **Schedule "B"** which is attached hereto and incorporated herein. Progress payments shall be based on work completed to date, based on tasks outlined in the Services identified in **Schedule "A"**.

3.2 Adjustment of Fees

The City may increase or decrease the Maximum Authorized Expenditure by written notice to the Consultant and incorporated by way of an amendment to the Agreement. Should the Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of Services, the Consultant shall so advise the City's Project Representative, in writing, within ten (10) days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees or disbursements to the Consultant.

3.3 Hourly Rates

Unless noted otherwise in this Agreement, payment for all professional services (labour), including payment for Supplemental Services, shall be made by the City to the Consultant in accordance with the hourly rates included in **Schedule "B"**.

3.4 Subconsultants and Disbursements

For this Agreement, all reimbursable expenses are included with the Maximum Authorized Expenditure as set out in **Schedule "B"**. Unless noted otherwise in **Schedule "B"**, invoices for Subconsultant services and disbursements shall be paid by the City to the Consultant at actual cost without mark-up. The Consultant shall be solely responsible for payment to Subconsultants and vendors of disbursement goods and services, and the City shall not be responsible or liable for any payments to Subconsultants and disbursement vendors.

4.0 APPLICATION FOR PAYMENT

4.1 Invoicing Frequency

The Consultant shall submit invoices to the City on or before the twentieth (20th) day of each month for services performed in the preceding month. If the City approves the amount of such invoices, the City shall pay such invoices within thirty (30) days from the date the invoice is received by the City.

4.2 Invoice Components

As a minimum, each invoice submitted by the Consultant shall include:

- (a) Purchase Order number;
- (b) Brief status report summarizing Services completed during the preceding month;
- (c) Budgeted amount for each task outlined in the Services per Schedule "A";
- (d) Budgeted amount for each additional task included in approved Amendments, if any;
- (e) Costs incurred for each task outlined in Schedule "A" in the preceding month;
- (f) Amount earned and invoiced to date for each task, including total amount;
- (g) Amount paid to date for each task, including total amount;
- (h) Percentage of amount of invoice divided by the Maximum Authorized Expenditure;
- (i) Percentage of amount earned to date divided by the Maximum Authorized Expenditure;
- (j) Total amount payable for the current invoice, including Subconsultants, disbursements, and applicable taxes;
- (k) Copies of invoices from Subconsultants; and
- (l) Copies of invoices or receipts for Disbursements.

4.3 Payment in Proportion to Completed Services

The City shall not be obligated to pay the Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage complete based on invoice components provided for in Section 4.2.

4.4 City Review of Invoices

The City shall not be responsible for any interest on any amount of the Consultant's invoice where payment is delayed because the City wishes to review, audit, or otherwise seek clarification concerning the Consultant's invoices.

4.5 Withholdings

The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by applicable federal or provincial statutes for the Consultant, its employees, and Subconsultants.

4.6 Inspection and Audit

The Consultant shall preserve all books, payrolls, accounts, and other records with respect to any time and expenses which the City is or has been required to pay as a result of performance of the Services, including but not limited to, hours worked, details of all disbursements, and percentage of work completed, and shall make the same available for inspection and audit by the City's representatives during the Term of this Agreement and for two years thereafter.

The City shall have the right to attend at the Consultant's office and audit the Consultant's files and records in respect of the Project and Services upon forty-eight (48) hours advance written notice, during normal business hours. Any error in a claim for payment or the amount of a payment disclosed on audit shall be adjusted between the parties.

5.0 CONSULTANT'S EMPLOYEES

5.1 Qualified Employees

The Consultant shall provide only professional employees and Subconsultants who have the qualifications, experience, and capabilities to perform the Services.

5.2 Listed Employees and Subconsultants

The Consultant shall perform the Services using only the key employees and Subconsultants listed in **Schedule "A"**.

5.3 Substitution of Employees or Subconsultants

- (a) The Consultant shall not dismiss or substitute any key employee or Subconsultant listed in **Schedule "A"** without the prior written approval of the City, such approval not to be withheld unreasonably. The City shall not approve removal or substitution of employees or Subconsultants for the reason that the Consultant or its affiliates has called on such individual to perform services for another client of the Consultant.
- (b) If, at any time, the City reasonably objects to the performance, experience, qualifications, or suitability of any of the Consultant's employees or Subconsultants, then the Consultant shall, on written request from the City, replace such employee or Subconsultant. The Consultant shall, subject to scheduling and staffing considerations make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- (c) Regardless of whether or not the City consents to, or requests a substitution of any employee or Subconsultant of the Consultant, the City shall not be liable to pay additional compensation to the Consultant for any replacement or substitution.

5.4 Sub-agreements with Subconsultants

The Consultant shall incorporate the terms and conditions of this Agreement into all agreements with Subconsultants in respect of the Services as necessary to preserve all rights of the City under this Agreement. The Consultant shall be fully responsible to the City for all acts and omission of Subconsultants and of persons employed by any Subconsultant or by the Consultant.

5.5 Not an Agent of the City

Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of the Consultant, or the employer of anyone working for the Consultant, and the Consultant must not do anything that would result in anyone working for the Consultant being considered an employee of the City. The Consultant is not, and must not claim to be, an agent of the City.

5.6 Independent Contractor

The Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods, or processes by which the Consultant performs the Services.

The Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. The Consultant shall be solely liable for the work quality and conditions of any partners, employees, and Subconsultants.

6.0 INDEMNIFICATION AND INSURANCE

6.1 Indemnity

The Consultant shall indemnify and save harmless the City and its elected and appointed officials, employees, agents, and contractors from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements on a solicitor and own client basis), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused, based upon, occasioned by or attributable to,

- a) any personal injury or death, damage to or loss of property;
- b) wilful or negligent acts or omissions or other actionable wrongs; and
- c) any loss or damage of any kind

connected with or related in any way to the performance or breach of this Agreement by the Consultant. The Consultant's liability to indemnify the City and its elected and appointed officials, employees, agents, and contractors under this section does not limit or affect any other rights or remedies the City may have against the Consultant in respect of the Consultant's performance or breach of this Agreement.

6.2 Survival of Indemnity

The indemnity described in Section 6.1 shall survive the termination or expiry of this Agreement and, notwithstanding such termination or expiry, shall continue in full force and effect for the benefit of the City, its elected officials, appointed officers, employees, agents, and contractors.

6.3 Consultant's Insurance Policies

Without limiting the effect of the foregoing provisions, the Consultant shall, at all times during the continuance of this Agreement, maintain insurance with an insurer(s) satisfactory to the City and licensed to work in British Columbia in accordance with the following terms:

- (a) Comprehensive General Liability insurance in the amount of five million dollars (\$5,000,000) inclusive per occurrence for bodily injury and property damage.
- (b) Automobile Public Liability and Property Damage insurance in the amount of two million dollars (\$2,000,000) per occurrence per owned, non-owned, or hired vehicle.
- (c) Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000) in the aggregate for all claims per year.
- (d) Ensure that the Services are carried out in conformity with the *Worker's Compensation Act*, R.S.B.C. 996, c. 492, as regards to employee coverage, benefits, and safety regulations.
- (e) Be responsible for any deductible amounts under the policies.

6.4 Insurance Certificates

Prior to receiving a Purchase Order from the City, the Consultant shall provide Certificate(s) of Insurance to the City which satisfies the City that the insurance required herein has been obtained and is in force. The City shall be named as an Additional Insured on any General Liability Policy obtained by the Consultant as required by this Agreement. The policies shall also contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation or material change in the policies.

7.0 CITY BUSINESS LICENCE

Prior to receiving a Purchase Order from the City, the Consultant shall obtain and maintain a valid City of Parksville Business Licence for the duration of the Agreement. Costs associated with the licence are the responsibility of the Consultant.

8.0 WORKSAFE BC COVERAGE

8.1 WorkSafe BC Compliance

The Consultant agrees that it shall procure in British Columbia and carry and pay for, full WorkSafe BC coverage for itself and all workers, employees, servants, and others engaged in or upon any work which is the subject of this Agreement. The Consultant agrees that the City may deduct any unpaid premiums, assessments, or penalties for such WorkSafe BC coverage from any monies owing by the City to the Consultant, where the Consultant fails to make such payments on demand by the City. The City shall have the right to withhold payment under this Agreement until WorkSafe BC premiums, assessments, or penalties in respect of the Services performed in fulfilling this Agreement have been paid in full.

8.2 WorkSafe BC Registration

Prior to receiving a Purchase Order from the City, the Consultant shall provide the City with the Consultant's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Consultant is registered in good standing with WorkSafe BC, and that all premiums and assessments have been paid to the date thereof.

8.3 WorkSafe BC Indemnity

The Consultant shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties, and proceedings arising out of or in any way related to unpaid WorkSafe BC premiums, assessments, or penalties owing from any person or corporation engaged in the performance of Services under this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations, and practices of WorkSafe BC. Such indemnity shall survive the termination or expiry of this Agreement.

9.0 CITY INFORMATION AND RESOURCES

9.1 Available Information

The City shall make available to the Consultant all relevant information, plans, maps, reports, specifications, standards, and data pertinent to the Project which is in the hands of the City and is required by the Consultant to perform the Services. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable to do so.

9.2 City Resources

The City acknowledges that the Consultant's ability to provide the Services in accordance with this Agreement shall be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by the Consultant (the "City Resources"). To the extent that the City fails to provide City Resources, the Consultant shall not be liable for any resulting delay in the Services or failure to meet the Delivery Schedule, but in no event shall such delay or failure to provide City Resources constitute a breach of this Agreement by the City, nor shall the Consultant be entitled to extra compensation for same.

9.3 Obligations of Consultant

No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of the Consultant, and all responsibility related to performance of the Services shall be and remain with the Consultant.

10.0 OWNERSHIP AND USE OF MATERIALS

10.1 Ownership of the Materials

All reports, designs, sketches, drawings, plans, specifications, calculations, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, other documents or products produced by the Consultant under this Agreement (collectively, the "Material") are and shall remain the property of the City even though the Consultant or another party has physical possession of them. The Consultant hereby waives, in favour of the City, any moral rights the Consultant, its employees, or Subconsultants may have in the Material. Until the expiry or earlier termination of this Agreement, the Consultant may retain copies, including reproducible copies, of the Material.

10.2 Delivery and Use of Material

All Material shall be transferred and delivered by the Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request. Material created electronically must be submitted in a format and medium acceptable to the City. The Material may be used by the City in any manner for the intended purpose or as part of its operations associated with the Material.

10.3 Survival of Ownership and Use Provisions

It is understood and agreed that the covenants contained in Sections 10.1 through 10.2, inclusive, shall survive the expiry or earlier termination of this Agreement, and that those Sections are severable for such purpose.

11.0 CONFIDENTIALITY

11.1 No Disclosure

The Consultant shall keep confidential and shall not disclose, publish, or release any information, data, or secret of the City to any person other than representatives of the City duly designated for that purpose, in writing by the City, and shall not use for the Consultant's own purposes, or for any purpose other than those of the City, any information, data, or secret the Consultant may acquire as a result of the performance of the Services.

11.2 Freedom of Information and Protection of Privacy Act

The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (FOIPPA), that the City may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the City to refuse to disclose a record containing third party confidential information is limited as set out in section 21 of FOIPPA. If the Consultant considers that information supplied by it to the City in connection with the performance of the Services is confidential information that should not be disclosed to a person making a request under FOIPPA, the Consultant shall identify this information to the City, indicate that the information is supplied in confidence, and refer to FOIPPA and section 21 of FOIPPA in this regard. The Consultant acknowledges and agrees that the City may be required to disclose Consultant information even where the Consultant stipulates that such information is supplied in confidence. The Consultant acknowledges and agrees that any information included in this Agreement (including in the schedules to this Agreement) is not supplied in confidence.

11.3 Advertising

The Consultant shall submit to the City any proposed advertising or publicity by the Consultant, referring to the City, the Project, or performance of the Services, for written approval prior to issue.

12.0 ASSIGNMENT

The Consultant shall not assign this Agreement, in whole or in part, except with the prior written consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned. Any attempt to assign this Agreement without such consent shall be void and of no effect. However, the Consultant shall be permitted to assign this Agreement to any entity into, by, or with which the business or assets of the Consultant have been merged, acquired, consolidated, or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided that the Consultant first provides the City with reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction), and a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform the Services of this Agreement.

13.0 TERMINATION OF AGREEMENT

13.1 Termination for Cause or Default

The City reserves the right to immediately cancel all or any part of this Agreement if the Consultant or any Subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such cancellation shall be in writing, may be without notice, and shall not result in any penalty or other charges to the City. Without limitation, the Consultant is in default of its obligations contained in this Agreement if the Consultant, or any Subconsultant:

- (a) Fails to supply sufficient, properly skilled workers or proper workmanship, products, materials, tools, and equipment to perform the Services;
- (b) Fails to observe or comply with all laws or ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, provincial, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- (c) Fails to observe or comply with the City's reasonable instructions;

- (d) Breaches any Conflict of Interest provision in article 15 of this Agreement; or
- (e) Otherwise violates any provision of this Agreement.

13.2 Termination for Convenience

The City may, at its option, terminate this Agreement at any time during the Term, and, if such option is exercised, then this Agreement shall terminate fifteen (15) business days after the date such written notice is received, or deemed received, by the Consultant.

13.3 Steps after Termination

Upon termination of this Agreement by the City, the City shall pay the Consultant for the Services rendered and disbursements incurred by the Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from the Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

13.4 Force Majeure

Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed, prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder is reduced or eliminated by any course, except financial, for reasons beyond its control, including but not limited to: fire, explosion, war, riots, strikes, labour disputes, and governmental laws, orders, or regulations.

14.0 APPLICABLE LAWS AND BYLAWS

14.1 Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the Courts of Nanaimo, British Columbia and agree that any action under this Agreement be brought in such courts.

14.2 Codes and Bylaws

The Consultant shall provide the Services in compliance with all applicable federal, provincial, regional, and municipal codes, bylaws, and regulations.

14.3 Interpretation of Codes

The Consultant shall, as a qualified and experienced professional, interpret codes, bylaws, and regulations applicable to the performance of the Services.

14.4 Licenses and Registrations

During the term of this Agreement, the Consultant and all Subconsultants shall possess and maintain licences, registrations, and permits where required by legislation to perform the Services.

15.0 CONFLICT OF INTEREST

15.1 Conflict of Interest

The Consultant, the Consultant's employees, and Subconsultants:

- (a) Shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring the impartiality of the Consultant or its employees into question;

- (b) Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision might further their private interests;
- (c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- (d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, the Consultant shall promptly declare it to the City;
- (e) Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligations of the Consultant to such other person, firm, or corporation; and
- (f) Warrant and represent that neither the Consultant, the Consultant's Employees, nor the Subcontractor has any financial or personal relationship or affiliation with any City elected official, officer or employee, or any of their immediate family members that the Consultant has not disclosed in writing to the City prior to the execution of this Agreement. The Consultant shall notify the City should any such relationship or affiliation arise during the performance of the Services under this Agreement.

16.0 DISPUTE RESOLUTION

16.1 Dispute Resolution Procedures

The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set out in this Section.

16.2 Negotiations

First, the City's Project Representative and the Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Chief Administrative Officer, or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

16.3 Arbitration

If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the first negotiation, either party may, by notice to the other party, submit the Dispute for resolution under the *Commercial Arbitration Act*. Within seven (7) days of delivery of such notice, the parties shall jointly appoint a single arbitrator. The cost of the arbitration (including fees of arbitrators) shall be borne equally by the parties, and each party shall bear its own costs of participating in arbitration. The arbitration shall take place in the Parksville, British Columbia area. The award of the arbitrator shall be final and binding upon the parties.

17.0 PROJECT REPRESENTATIVES AND NOTICES

17.1 City's Project Representative

The City appoints the person named below as the City's Project Representative for the purposes of this Agreement (the "City's Project Representative").

17.2 Consultant's Project Manager

The Consultant appoints the person named below as its Project Representative for the purposes of this Agreement (the "Consultant's Project Manager").

17.3 Communications and Notices

All communications between the City and the Consultant regarding this Agreement, including performance of the Services, shall be between the City's Project Representative and the Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, or if by mail, five (5) calendar days after posting.

The addresses for delivery shall be as follows:

City of Parksville

Project Representative: [REDACTED]
PO Box 1390, 100 Jensen Avenue East
Parksville, BC V9P 2H3
Telephone No.: (250) [REDACTED]
Email Address: [REDACTED]

The Consultant

Project Manager: [REDACTED]
[Mailing Address]
[City, Province, Postal Code]
Telephone No.: [REDACTED]
Email Address: [REDACTED]

18.0 GENERAL

18.1 Headings

The heading or captions appearing in this Agreement are inserted for convenience.

18.2 Amendment

This Agreement may be amended only by written amendment to this Agreement, signed by both parties.

18.3 Validity of Provisions

If any provision of this Agreement is invalid or unenforceable, it shall be severed from the Agreement and shall not affect the enforceability or validity of the remaining provisions of the Agreement.

18.4 Conflict between Agreement and Schedules

In the event of a conflict between a provision in this Agreement and a provision in a Schedule attached to this Agreement, the provisions in this Agreement shall prevail.

18.5 Legally Binding Agreement

This Agreement shall benefit and be legally binding on the parties and their successors and permitted assigns.

18.6 Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations, and agreements shall be a waiver of any subsequent breach or of any other covenant, obligation, or agreement, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

18.7 Entire Agreement

This Agreement, including the Schedules attached hereto, and any Purchase Order issued pursuant to clause 2.3 and referencing this Agreement, constitutes the entire agreement between the parties with respect to the terms, conditions, and Services and supersedes all earlier proposals, understandings, communications, representations, and agreements, whether oral or in writing. Any amendment to this Agreement shall prevail over any other provision of this Agreement, in the event of an inconsistency between them.

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

EXECUTED THIS day of , 2026, at Parksville, in the Province of British Columbia.

CITY OF PARKSVILLE

CONSULTANT

Director

Name of Signing Officer

Corporate Officer

Legal Name of Consultant

Mayor

Address (City, Province, Postal Code)

Attachments:

Schedule "A" Terms of Reference (Project and Services)

Schedule "B" Hourly Rates and Fees for Services

Schedule "C" Delivery Schedule