

Owner: The City of Parksville
(NAME OF OWNER)

Contract: City of Parksville 2026 Pavement Program
(TITLE OF CONTRACT)

Reference No. 5400-10-PAV
(OWNER'S CONTRACT REFERENCE NO.)

The Owner invites tenders

for: Completion of paving work within the City of
Parksville, including various associated tasks.

(BRIEF DESCRIPTION OF THE WORK)

**Contract Documents
are available at:**

Electronic copies of the tender documents are available at no charge and are
attached to this Invitation to Tender. Contact engineering@parksville.ca with
any questions.

(LIST ADDRESSES FOR DOCUMENT PICKUP)

**Tenders are scheduled to
close:**

Tender Closing Time: 11:00 AM, Local Time

Tender Closing Date: June 25, 2026

Address: City of Parksville, Engineering Department

100 Jensen Avenue East, Second Floor

Parksville, BC

V9P 2H3

(ADDRESS WHERE TENDERS MUST BE SUBMITTED)

**NAME OF OWNER'S
REPRESENTATIVE**

Robert Downs, Engineering Technologist Supervisor, City of Parksville
250-951-2484

(PHONE)

1.0 Introduction.....IT - 1

2.0 Tender DocumentsIT - 1

3.0 Submission of TendersIT - 2

4.0 Additional Instructions to Tenderers.....IT - 3

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

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

Owner: The City of Parksville
(NAME OF OWNER)

Contract: City of Parksville 2026 Pavement Program
(TITLE OF CONTRACT)

Reference No. 5400-10-PAV
(OWNER'S CONTRACT REFERENCE NO.)

1.0 Introduction

1.1 These Instructions apply to and govern the preparation of tenders for this *Contract*. The *Contract* is generally for the following work:

Completion of pavement work within the City

of Parksville, including various associated tasks.

(BRIEF DESCRIPTION OF THE WORK)

1.2 Direct all inquiries regarding the *Contract*, to:

Robert Downs, Engineering Technologist Supervisor,
City of Parksville

engineering@parksville.ca

Address: PO Box 1390
100 Jensen Avenue E
Parksville, BC

Phone: 250 951 - 2484
Fax: _____ - _____

2.0 Tender Documents

2.1 The tender documents which a tenderer should review to prepare a tender consist of all of the *Contract Documents* listed in Schedule 1 entitled “Schedule of Contract Documents”. Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the drawings listed in Schedule 2 to the Agreement, entitled “List of *Contract Drawings*”.

2.2 A portion of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the Instructions to Tenderers - Part II, General Conditions, Specifications and Standard Detail Drawings, and the **City of Parksville Engineering Standards and Specifications**. They are those contained in the publications entitled “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings” and “**City of Parksville Subdivision Servicing Bylaw, 2017, No. 1540**”. Refer to Schedule 1 to the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most recent edition as of the date of the *Tender Closing Date*. All sections of these publications are by reference included in the *Contract Documents*.

2.3 Any additional information made available to tenderers prior to the *Tender Closing Time* by the *Owner* or representative of the *Owner*, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the *Contract Documents*. Such additional information is made available only for the assistance of tenderers who must make their own judgment about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the *Owner* nor any representative of the *Owner* gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

3.0 Submission of Tenders

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

Robert Downs, Engineering Technologist Supervisor,
City of Parksville.

(TITLE OF POSITION)

on or before:

Tender Closing Time: 11:00 AM, Local Time

Tender Closing Date: June 25, 2026

at

Address: Engineering Department, City of Parksville

100 Jensen Avenue East, Second Floor

Parksville, BC V9P 2H3

Fax: _____ - _____

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

4.0 **Additional
Instructions to
Tenderers**

- 4.1 **Budget**
The City's remaining budget for pavement overlay and associated works in 2026 is approximately \$540,000. Portions of this budget will be used for related tasks outside the scope of this Tender. The City reserves the right to expand or reduce the scope of work as required to remain on budget.
- 4.2 **Cancellation**
The City reserves the right to cancel this Invitation to Tender at any time and for any reason, and will not be responsible for any loss, damage, cost, or expense incurred or suffered by any Proponent as a result of that cancellation.
- 4.3 **Right to Reject**
The Proponent acknowledges that the City shall have the right to reject any and all tenders for any reason or to accept any Tender which the City in its sole unrestricted discretion deems most advantageous to itself, including any Tender that does not contain the content or form required by this Invitation to Tender, or for failure to comply with the process for submission noted in this Invitation to Tender. By submitting a tender, the Proponent acknowledges the City's right under this clause and absolutely waives any right of action against the City for the City's failure to accept the Proponents' tender whether or not such right of action arises in contract, negligence, or any other cause of action.
- 4.4 **Award of Tender**
Contracts over \$500,000 entail a staff report, and approval by City of Parksville Council for award. This procurement cannot be awarded if it exceeds Council approved budget.
- 4.5 **Site Examination**
The Contractor shall visit the project site and surrounding properties and satisfy themselves as to the existing conditions of the area before submitting a bid.
- 4.6 **Conflicting Standards**
The Contractor shall verify the governing standard with the Contract Administrator wherever they believe a discrepancy may exist.
- 4.7 **Accuracy of Information**
The City makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in this Invitation to Tender or any record or document associated with it.

4.8 Publicity

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

4.9 Tender Evaluation

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

4.10 Living Wage Employer Policy

Per the appended City of Parksville Policy 6.18, the successful proponent must complete the Living Wage Employer Declaration included within prior to execution of the contract.

Owner: City of Parksville

(NAME OF OWNER)

Contract: City of Parksville 2026 Pavement Program

(TITLE OF CONTRACT)

Reference No. 5400-10-PAV

(OWNER'S CONTRACT REFERENCE NO.)

To Owner:

**WE, THE
UNDERSIGNED:**

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

_____ ;

(ADDENDA, IF ANY)

1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

**ACCORDINGLY WE
HEREBY OFFER**

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and

2.2 to achieve Substantial Performance of the *Work* on or before _____; and

(WORK DURATION OR DATE)

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

WE CONFIRM:

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

- WE CONFIRM:**
- 4.1 that the following appendices are attached to and form a part of this tender:
- 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers – Part II; and
- 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers – Part II.
- WE AGREE:**
- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of Sixty (60) calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice (“*Notice of Award*”) by which the *Owner* accepts our tender we will:
- 5.1.1 within Fifteen (15) Days of receipt of the written *Notice of Award* deliver to the *Owner*:
- .1 a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor’s obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;
- .2 a Baseline Construction Schedule, as provided by GC 4.6.1;
- .3 a “clearance letter” indicating that the tenderer is in WorkSafeBC compliance; and
- .4 a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place and;
- 5.1.2 within two (2) *Days* of receipt of written “*Notice to Proceed*”, or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and
- 5.1.3 sign the Contract Documents as required by GC 2.1.2.
- WE AGREE:**
- 6.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:
- 6.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

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

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

6.1.3 the face value of the *Bid Security*; and

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

**OUR ADDRESS IS AS
FOLLOWS:**

Phone: _____

Fax: _____

Attention: _____

This Tender is executed this
_____ day of _____, 20 _____.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

City of Parksville 2026 Pavement Program

(TITLE OF CONTRACT)

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

General

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

PAVEMENT PROGRAM

SCHEDULE OF QUANTITIES AND PRICES

ITEM	MMCD SECTION	PARA	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	AMOUNT (\$)
1.01	32 01 16.7	1.5.1	Milling and Removal of Asphalt (40mm ± 10mm)	m ²	as required		
1.02	32 01 16.7	1.5.1	Milling and Removal of Asphalt (60mm ± 10mm)	m ²	7,470		
1.03	32 01 16.7	1.5.1	Milling and Removal of Asphalt (80mm ± 10mm)	m ²	as required		
1.04	31 22 16	1.4.1 1.4.3	Removal of Unsuitable Base Course	m ³	as required		
1.05	31 22 16	1.4.1 1.4.2	Import of Base Course for Reshaping Roadbed	tonne	411		
1.06	32 12 13.1	1.5.1	Tack Coat	m ²	as required		
1.07	32 12 13.2	1.5.1	Prime Coat	m ²	as required		
1.08	32 12 16	1.5.1, 1.5.2	Asphalt	tonne	934		
1.09	32 17 23	1.5.2, 1.5.3	Industrial Way Line Painting	LS			
						PROPOSAL PRICE	
						GST	
						TOTAL PRICE INCLUDING GST	

Tenderer's Initials _____

City of Parkville 2026 Pavement Program

(TITLE OF CONTRACT)

See paragraph 5.3.3 of the Instructions to Tenderers – Part II.

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

City of Parksville 2026 Pavement Program

(TITLE OF CONTRACT)

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

PROJECT	OWNER / CONTACT NAME PHONE and FAX	WORK DESCRIPTION	VALUE (\$)
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
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	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		
	Owner / Contract _____ Phone () _____ Fax () _____		

Tenderer's Initials _____

BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

_____ day of _____, 20____.

Contract: City of Parksville 2026 Pavement Program
(TITLE OF CONTRACT)

Reference No. _____
(OWNER'S CONTRACT REFERENCE NO.)

BETWEEN:

The The City of Parksville

(NAME OF OWNER)

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- | | | |
|--|-----|--|
| Article 1 The Work Start / Completion Dates | 1.1 | The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u>Contract Documents</u> . |
| | 1.2 | The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u>Notice to Proceed</u> . The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u>Contract Documents</u> and will achieve <u>Substantial Performance</u> of the <i>Work</i> on or before _____ subject to
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
the provisions of the <u>Contract Documents</u> for adjustments to the <u>Contract Time</u> . |
| | 1.3 | Time shall be of the essence of the <i>Contract</i> . |

Article 2 Contract Documents

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

Article 3 Contract Price

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

Article 4 Payment

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

Article 5 Rights and Remedies

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

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

Article 6 Notices

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

The *Owner*:

The City of Parksville

PO Box 1390, 100 Jensen Avenue East

Parksville, BC, V9P 2H3

Phone: 250 951-2484

Attention: _____

The *Contractor*:

Fax: _____

Attention: _____

The Contract Administrator:

Robert Downs, Engineering Technologist Supervisor, City of Parksville

engineering@parksville.ca

100 Jensen Avenue East, Parksville, BC

Fax: _____

Attention: _____

6.2 A communication or notice that is addressed as above shall be considered to have been received

1.1.4 immediately upon delivery, if delivered by hand; or

1.1.5 immediately upon transmission if sent by fax and received in hard copy; or

1.1.6 after 5 Days from date of posting if sent by registered mail.

6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the Contract Administrator changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.

6.4 The sender of a notice by fax assumes all risk that the fax is received in hard copy.

Article 7 General

7.1 This *Contract* shall be construed according to the laws of British Columbia.

7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

7.3 The headings included in the Contract Documents are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the Contract Documents.

7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.

7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Schedule 1 Schedule of Contract Documents

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

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

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

(ADDENDA, IF ANY)

8.2 Supplementary General Conditions

8.2.1. Access to Information Legislation

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

8.2.2. Standards and Specifications

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

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

8.2.3. Rates of Pay

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

8.2.4. Payment Terms

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

8.2.5. Construction Staging Plan

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

8.2.6. Traffic Control

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

- 8.2.7. Environmental Protection
All erosion and sediment management plans and protection shall be in place before any disturbance of soils or excavation.
- 8.2.8. Permits
A permit for Work in City Property is required to be secured from the City of Parksville before any on-site activities can begin. The Contractor is required to secure this permit and adhere to the conditions therein.
- 8.2.9. Construction Layout
The Contractor will be responsible for all construction layout of the work required to execute the contract and construct the works in accordance with the design, standard specifications, and other listed specifications forming part of the Contract.
- 8.2.10. Materials Testing
The Contractor is responsible for materials testing in accordance with Section 7 of Parksville's Engineering Standards and Specifications. Copies of all testing results will be provided to the Contract Administrator for approval.
- 8.2.11. Property Restoration
The Contractor will be required to employ construction methods that minimize all disruption to private and public property. Disruption beyond the authorized limits will be reinstated at the Contractor's expense. Disruption of private and public lands obtained and used by the Contractor as a storage facility, temporary staging area, or any other construction related purpose will be the responsibility of the Contractor to maintain and re-instate.
- 8.2.12. Residence and Business Access
Vehicle and pedestrian access shall be maintained at all times to all residences and businesses.
- 8.2.13. Existing Utilities
The Contractor is responsible for locating all existing utilities as well as service connections in the project area prior to commencing work. Damage resulting from the failure to accurately locate or maintain utilities and services will be sole responsibility of the Contractor.
- 8.2.14. Notice to Residents and Businesses
The Contractor shall provide notice to the Owner no later than four days before the start of construction. The Owner will be responsible for delivering letters to the affected residents and business premises.
- 8.2.15. Copyright or Ownership
All documents, reports, working papers or other materials submitted to the City shall become the sole and exclusive property of the City, in the public domain, and not the property of the Contractor. The Contractor will be required to assign any and all copyright to the City. The City will have exclusive rights to copy, edit, publish, and re-use all material in connection with this project and as reference material for future works at the City without further compensation to the Contractor.

8.2.16. Cancellation

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

8.2.17. Archaeological

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

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

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

8.4 Supplementary Specifications

SS 1 – Not Used

CITY OF PARKSVILLE

POLICY

SUBJECT: <i>Living Wage Employer</i>	POLICY NO: 6.18
	RESO. NO: 16-225
	CROSS REF:
EFFECTIVE DATE: September 19, 2016	APPROVED BY: Council
REVISION DATE:	RESO. NO:
	PAGE 1 of 4

OBJECTIVES

This policy is intended to ensure contractors, sub-contractors and service providers who are working on City premises or engaging in municipal projects pay all their staff involved in the tasks an hourly rate equivalent to or higher than the current living wage.

PURPOSE

The purpose of this policy is to clarify the City's requirements for providing a living wage.

DEFINITIONS

Declaration is a document signed by a service provider, contractor or sub-contractor confirming their compliance with paying a living wage to all employees engaged in with the city's projects or services.

Living Wage is the hourly rate of pay that enables a household consisting of two parents, working full time at 35 hours weekly, and two children, aged 4 and 7 years, to provide food, clothing, shelter and transportation and participate in activities deemed to be a ordinary element of life in the community. The living wage is calculated annually by the District 69 Living Wage for Families Coalition and is based on Statistics Canada information.

IMPLEMENTATION AND ENFORCEMENT

1. The Living Wage Policy shall take effect for all new contracts authorized after October 1, 2016. Existing contracts that come up for renewal will be re-assessed in compliance with the Living Wage policy.
2. The City, as a Living Wage Employer, will ensure all City staff, union and exempt, will be paid no less than the living wage as established in the year of ratification of any collective agreement with the City's unions.
3. The City will include a requirement in its competitive bidding processes (request for proposals, invitations to tender, quotes, etc.) declaring the bid must include a living wage for all employees engaged in the project or service.
4. All parties who will be entering in to a contract with the City will be required to sign the living wage declaration as part of the final contract.
5. The Living Wage Policy does not apply to volunteers, students seeking work experience as part of an educational program or employees or non-profit organizations that lease space or property from the City of Parksville.
6. The Living Wage Policy applies in the following circumstances:
 - a. An employee of the of the business, a contractor or a sub-contractor is conducting work or providing services on City property;
 - b. The work or services are being provided for a period of seven hours or longer per occasion.
7. The City of Parksville will conduct a compliance audit of a contractor, sub-contractor or service provider if a complaint is received in writing alleging non-compliance with the living wage requirements. Should it be determined there is a breach of the policy, the party must compensate employees at the living wage for the particular time period identified, at no further cost to the City. Failure to comply may result in termination of the contract at the City's discretion, at no further cost to the City.

APPENDIX I

Living Wage Employer Declaration



I, _____, as a duly designated officer of

Company: _____

Address: _____

confirm that all employees and sub-contractors under our contract with the City as outlined below are paid not less than the “Living Wage” as calculated annually by the District 69 Living Wage for Families Coalition.

I acknowledge this requirement extends only to those employees and sub-contractors’ employees performing work on City premises or engaged in City projects for durations in excess of 7 hours per occasion.

I understand the City will conduct audits when necessary if and when a notification of a potential breach of compliance is received by the City. I understand if a breach of compliance is determined to have occurred, the City reserves the right to cancel the contract without penalty at any time once said breach is confirmed and authenticated.

Contract Name and Reference:

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Authorized Signatory:

Date:

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