REQUEST FOR TENDER No. 2706

Parkway Trail Asphalt Repair 2020

ISSUED: July 22, 2020

CLOSING LOCATION:
Purchasing Department
2020 Labieux Road
Nanaimo, BC
V9T 6J9

ESTABLISHED CLOSING DATE AND TIME:
Tenders must be received prior to:
August 12, 2020 at or before 3:00 PM (15:00 hours) Pacific Time

INQUIRIES:
Silvia Reid, SCMP, Buyer
purchasinginfo@nanaimo.ca

Late Submissions will not be considered

Due to COVID-19 precautions, Tender openings will not be open to the public. The Tenders will be opened in the Purchasing Department immediately after the Established Closing Date and Time of this RFT and the results will be posted on the City of Nanaimo website at https://www.nanaimo.ca/bid-opportunities/.
Table of Contents

Section 1.0  Introduction......................................................................................................................... 5
  1.1  Project Overview ...................................................................................................................... 5
  1.2  Tender Submission .................................................................................................................. 5
  1.3  Tender Submission Content and Requirements....................................................................... 5
  1.4  Award ....................................................................................................................................... 5
  1.5  Definitions .................................................................................................................................. 5

Section 2.0  Instructions to Bidders .................................................................................................... 7
  2.1  Closing Date/Time/Location/Submission Formats..................................................................... 7
  2.2  Signature .................................................................................................................................... 7
  2.3  Bid Validity .............................................................................................................................. 7
  2.4  Inquiries and Clarifications Related to this RFT ...................................................................... 7
  2.5  Amendment to Tenders .......................................................................................................... 8
  2.6  Addenda / Question and Answers ............................................................................................ 8
  2.7  Error in Submission ................................................................................................................ 8
  2.8  Withdrawal of Tenders ........................................................................................................... 9
  2.9  Ownership of Tenders / Submissions ..................................................................................... 9
  2.10 No Claim for Compensation ................................................................................................ 9
  2.11 Conflict of Interest ................................................................................................................. 9
  2.12 Solicitation of Council Members and City Staff .................................................................... 9
  2.13 No Collusion ........................................................................................................................ 10
  2.14 Joint Submission ................................................................................................................... 10
  2.15 Providing Regulated Service and or Supply ......................................................................... 10
  2.16 Freedom of Information and Privacy Protection Act (FOIPPA) .......................................... 10
  2.17 Litigation Clause .................................................................................................................... 10
  2.18 Checking of Tenders ............................................................................................................. 11
  2.19 Opening of the Tenders ......................................................................................................... 11
  2.20 Notification of Award .......................................................................................................... 11
2.21 Pre-Condition of Award Requirements ....................................................... 12

Section 3.0 General Terms and Conditions .......................................................... 13

3.1 Right of the City to Cancel the RFT Process ................................................. 13
3.2 Acceptance and Rejection of Tenders ............................................................ 13
3.3 Gifts and Donations ....................................................................................... 13
3.4 Contractor Performance ............................................................................... 13
3.5 Business Licence .......................................................................................... 14
3.6 Invoicing and Payment ............................................................................... 14
3.7 Performance of the Work ............................................................................ 14
3.8 Key Personnel .............................................................................................. 14
3.9 Indemnification ............................................................................................ 15
3.10 Form of Contract ......................................................................................... 15
3.11 Insurance ...................................................................................................... 15
3.12 Safety / WorkSafe BC ................................................................................ 16
3.13 Contractor is Prime Contractor ................................................................. 17
3.14 Sub-Contractors .......................................................................................... 17
3.15 Independent Contractor ............................................................................ 18
3.16 Force Majeure ............................................................................................. 18
3.17 Governing Law ............................................................................................ 18
3.18 Permits and Regulations ............................................................................ 18
3.19 Lien Holdback ............................................................................................ 18
3.20 Termination of Contract ............................................................................ 19
3.21 Cancellation ................................................................................................. 19
3.22 Minimum Rate of Pay ................................................................................ 19
3.23 Dispute Resolution ..................................................................................... 20
3.24 Time is of the Essence .............................................................................. 20

Section 4.0 Project Specifications ........................................................................ 21

4.1 Project Overview .......................................................................................... 21
4.2 Qualified Personnel and Sub-Contractors ................................................... 21
4.3 Parkway Trail Section Maps............................................................................................ 21
4.4 Scope of Work ................................................................................................................... 22
4.5 Hot Mix Asphalt and Gravel Specifications (Attachment 2) ........................................... 22
4.6 Examine the Site of the Work.......................................................................................... 23
4.7 General Notes.................................................................................................................. 23
4.8 Optional Work – Information Only.................................................................................. 24
4.9 Parkway Trail Section Maps............................................................................................ 24

Attachment 1 - City of Nanaimo Manual of Engineering Standards and Specifications, Edition No. 11, Section 12.0, Asphaltic Concrete Paving ................................................................. 29

Appendix A – Minimum Rate of Pay................................................................................... 42
Appendix B – Prime Contractor Preconstruction Meeting Form ......................................... 45
Schedule A – Form of Tender (Fillable Form)
Section 1.0 Introduction

1.1 Project Overview

The City is seeking a qualified Contractor for asphalt repair Work of existing asphalt trails throughout the Parkway Trail as further described in Section 4.0 Project Specifications.

Schedule A - Form of Tender is posted separately as a Microsoft Fillable Form. Schedule A (A-3) Signature must be signed by a person authorized to legally bind the Bidder to statements made in response to this RFT.

1.2 Tender Submission

Submission of a Tender implies acceptance of the existing conditions of the site.

1.3 Tender Submission Content and Requirements

Complete and submit Schedule A Form of Tender which consists of Schedule A, A-1, A-2 and A-3. Schedule A-3 must be signed must be signed by an authorized person in a position to legally bind the Bidder to statements made in response to this Request for Tender.

1.4 Award

Acceptance by the City of the Bidder's offer is on the condition that the Bidder is in full compliance with all requirements of this RFT, is able to complete the Work prior to October 30, 2020.

1.5 Definitions

The following definitions apply to the interpretation of the Bid Document;

a. “Addendum/Addenda” means a change, or addition, or correction significant enough to be formally made to this RFT within the competitive time-period. Addenda are posted on the City’s website.

b. “Bidder” means the Legal Entity, Company or Corporation providing a response to this RFT.

c. “City” means the City of Nanaimo.

d. “Closing Location” means the location that all bids for this RFT will be accepted at.

e. “Contract” means a legal document and any attachments that bind the City and all other parties subject to the provisions of the Contract(s).
f. “Contractor” means the successful Bidder to this RFT who enters into a Contract with the City for the Project requested in this RFT.

g. “Established Closing Date and Time” means the deadline for the submission of Tenders as set out herein.

h. “May” used in this document denotes permissive.

i. “Project” is the Parkway Trail Asphalt Repair 2020 Project as described in this RFT Document.

j. “Request for Tender” (RFT) means the document issued by the City to solicit submissions to provide goods, services or construction for the City.

k. “Shall” or “Will” or “Must” used in this document denotes imperative.

l. “Sub-Contractor” means a legal entity approved by the City that may undertake the execution of a part of the Work pursuant to a Contract with the Bidder, and includes both “brokers” and “Sub-Contractors”.

m. “Successful Bidder” means a Bidder whose tender submission or submissions has been accepted by the City. Also referred to as the Contractor.

n. “Tender or Submission” also referred to as a Bid means the Bidder’s response to the RFT and includes all the Bidder’s attachments.

o. “Work” means the total goods and services required by the Request for Tender, as described herein to complete the asphalt repair work on Parkway Trail sections.
Section 2.0 Instructions to Bidders

2.1 Closing Date/Time/Location/Submission Formats

It is the sole responsibility of the Bidder to submit their response to the Purchasing Department prior to the Established Closing Date and Time as follows:

i. **By hand/courier delivery:** Bidders should submit one (1) original hard copy and one (1) electronic version in MS Word/PDF format submitted on an external flash drive. The Tender **MUST** be enclosed and sealed in an envelope/package clearly marked: “**RFT 2706 Parkway Trail Asphalt Repair 2020; attention: Silvia Reid**” and delivered and addressed to the Purchasing Department, City of Nanaimo, 2020 Labieux Road, Nanaimo, BC V9T 6J9.

Late Tenders or Tenders received by facsimile will not be considered. In addition, Tenders delivered to an incorrect location will not be considered. Hand delivered Tenders **MUST** be in a sealed opaque envelope, marked on the outside with the Bidders name, title of the project and reference number.

It is the Bidder’s sole responsibility to ensure their Tender is received when, where and how it is specified in this RFT document. The City is not responsible for lost, misplaced or incorrectly delivered Submissions.

The time clock in the Purchasing Department office is the official timepiece for the receipt of all Submissions delivered by hand/courier.

2.2 Signature

Schedule A Form of Tender (A-3) **must** be signed by a person authorized to legally bind the Bidder to statements made in response to this RFT.

2.3 Bid Validity

Tender submissions must be valid for sixty (60) days.

2.4 Inquiries and Clarifications Related to this RFT

All inquiries regarding this RFT are to be directed in writing via email to the following:

Silvia Reid, Buyer; purchasinginfo@nanaimo.ca

All enquiries must be received no less than five (5) business days before the Established Close Date and Time. Questions received after this date will be responded to at the City’s discretion, and responses cannot be guaranteed.
Information obtained from any other source is not official and no verbal communication will modify the terms of this RFT.

Bidders are required to check the City’s website for all information up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.

2.5 Amendment to Tenders

Bidders may amend their Tenders after submission provided each revision is submitted and is received at the Closing Location and before the Established Closing Date and Time.

An authorized signatory of the Bidder must sign revisions.

Revisions received after the Closing Time will not be considered or accepted.

2.6 Addenda / Question and Answers

If the City determines that an Addendum is necessary, it will be posted on the City’s website, and it shall become part in parcel of the RFT Documents.

- Questions that alter the method, pricing and or specifications of the submission will be posted in the form of an Addenda, and must be signed and included with the submission.

- Questions for clarification that do not alter the method and pricing of the submission will be posted in the form of a Question and Answer document and will not require a signature or to be returned with the submission.

Information obtained from any other source is not official and cannot be relied upon. No verbal communication will affect or modify the terms of this RFT.

Bidders are required to check the City’s website for all information issued up to the Established Closing Date and Time at the following website; https://www.nanaimo.ca/bid-opportunities/.

It is the responsibility of the Bidder to ensure that it has received any Addenda issued.

2.7 Error in Submission

No Submission shall be altered, amended, or withdrawn after the Established Closing Date and Time of the RFT. Negligence on the part of the Bidder in preparing their Tender confers no right for withdrawal of the Tender after it has been opened.

While the City has taken considerable efforts to ensure an accurate representation of information in each respective RFT, the information contained in the RFT is supplied solely as a guideline for the Bidder.
and is not necessarily comprehensive or exhaustive. Nothing in a City RFT is intended to relieve the Bidder from forming their own opinions and conclusions in respect of the matters addressed in the RFT.

2.8 Withdrawal of Tenders

The Bidder may withdraw their Tender at any time prior to the Established Closing Date and Time by submitting an email to purchasinginfo@nanaimo.ca; subject line should be identified with the following; “RFT No. 2706 Parkway Trail Asphalt Repair 2020”, and thereafter the Submission will not be considered.

2.9 Ownership of Tenders / Submissions

All Tenders, including attachments and any documentation, submitted to and accepted by the City in response to this RFT become the property of the City.

2.10 No Claim for Compensation

The Bidder will bear all costs associated with or incurred in the preparation and submission of the Tender.

Further to the preceding paragraph, the Bidder, by submitting a Tender acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder, as a result of or arising out of submitting a Tender. In addition, due to the City’s acceptance or non-acceptance of their Tender or any breach by the City of the bid Contract between the City and each of the Bidders or arising out of any Contract award not made in accordance with the express or implied terms of the RFT documents.

2.11 Conflict of Interest

By submitting a Tender, the Bidder warrants that neither it nor any of its officers, or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship with an employee of the City. In addition, has no affiliation with any elected official or employee of the City or their immediate families, which may be seen by the City to create a conflict.

2.12 Solicitation of Council Members and City Staff

Bidders and their agents will not contact any member of the City Council or City Staff with respect to this RFT, other than the City Representative named in this document or authorized by Purchasing, at any time.
2.13 No Collusion

Bidders will not discuss or communicate with one another on the preparation of their Tender. Each Bidder will ensure that its participation and that of its team members, in the RFT process is conducted without collusion or fraud. Failure to comply with this requirement may lead to disqualification without further notice or warning.

2.14 Joint Submission

In the case of joint submissions, one party must assume overall responsibility, for communications within the RFT process and be identified accordingly in the Tender, but all parties must be jointly and severally responsible for completion of any resulting Contract.

2.15 Providing Regulated Service and or Supply

The service and or supply as provided under this Agreement must comply with the most current legislated regulations and or standards as modified from time to time.

2.16 Freedom of Information and Privacy Protection Act (FOIPPA)

The City advises Bidders that submissions may be subject to the provisions of FOIPPA and the Community Charter. Bidders who wish to ensure particular parts of their submission are protected from disclosure under FOIPPA should specifically identify those portions that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing criteria may be subject to disclosure to third parties. Personal information provided in the submission will be collected pursuant to FOIPPA and the Community Charter. The personal information will not be released except in accordance with the FOIPPA. Questions about the collection of your personal information may be referred to the Legislative Services Department at (250) 755-4405, or via email at foi@nanaimo.ca.

2.17 Litigation Clause

The City may at its sole discretion, reject a Tender submitted by Bidders if the Bidder, or any officer or director of the Bidder is or has been engaged either directly or indirectly through another corporation in a legal action against the City, its elected or appointed officers and employees in relation to:

(a) Any other Contract for works or Services; or

(b) Any matter arising from the City’s exercise of its powers, duties or functions under the Local Government Act for another enactment within five years of the date of this Request for Tender.
In determining whether to reject a Tender under this clause, the City will consider whether the litigation is likely to affect the Bidder’s ability to work with the City. In addition to work with its consultants and representatives and whether the City’s experience with the Bidder indicates that, the City is likely to incur increased employees and legal costs in the administration of this Contract if it is awarded to the Bidder.

2.18 Checking of Tenders

Tenders will be opened and checked by the City to ensure that:

a. All Tenders submitted comply with the terms and conditions of the RFT Documents;

b. All arithmetic extension calculations are correct;
   Where there is an obvious error in extensions, additions or computations, the City shall be entitled to correct such errors based on the unit prices supplied, and the corrected total shall be considered as representing the intention of the Bidder, and shall be used as the basis for comparison of Bids. For greater certainty, any failure by a Bidder to insert a unit price where required shall be deemed to be a $0.00 value;

c. All items as specified have been bid on; and

d. No claims or litigation proceedings have been instituted by the Bidder against the City, or in turn by the City against the Bidder.

2.19 Opening of the Tenders

There will be no public opening for this RFT due to COVID-19 precautions. Tenders will be opened in the Purchasing Department immediately after the Established Closing Date and Time of this RFT and the results will be posted on the City of Nanaimo website at https://www.nanaimo.ca/bid-opportunities/.

2.20 Notification of Award

The Successful Bidder will be notified in writing and upon notification of acceptance of their Tender and will be required to satisfy the Pre-Conditions of Award Requirements as set out in Section (2.21) below.

All Bidders are directed to regularly check the City’s website for results of the opportunity as unsuccessful Bidders will not be notified in writing.
2.21 Pre-Condition of Award Requirements

The Successful Bidder will be required to provide the following documentation within ten (10) calendar days after notification of acceptance of their Tender. A Contract is not formed, and no Work shall commence until the Pre-Condition of Award Requirements below are satisfied and a purchase order is issued.

a. Proof of City of Nanaimo or Inter-Community Business License;
b. Provide the insurance requirements as identified in Section (3.11) below for the duration of the Project; and
c. WorkSafe BC clearance letter.
Section 3.0 General Terms and Conditions

3.1 Right of the City to Cancel the RFT Process

The City is not bound to select a Bidder or accept any Submission and reserves the right in its sole discretion to postpone or cancel this RFT process at any time for any reason whatsoever at the sole discretion of the City. The City reserves the right to cancel this RFT if all Submissions are over budget.

3.2 Acceptance and Rejection of Tenders

The City reserves the right to:
  a. Assess the ability of the Bidder to perform the contract and may reject any Tender where, in the City’s sole estimation, the personnel and/or resources of the Bidder are insufficient;
  b. In the event of an obvious uneven bid, the City reserves the right to attain clarification from the Bidder;
  c. Reduce the Scope of Services required within the RFT and adjust the price to reflect such change after award of a Contract.

The City may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the City may, as a condition of acceptance of the Tender; request a Bidder to correct a minor or inconsequential irregularity with no change in the Tender.

The determination of what is or is not a minor bid irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the City.

3.3 Gifts and Donations

The Successful Bidder will ensure that no representative of the Successful Bidder will offer or extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the City. The Successful Bidder will report any attempt by any employee of The City to obtain such favours to the City of Nanaimo’s Chief Administrative Officer.

3.4 Contractor Performance

The Contractor will be evaluated on their performance throughout the term of this Agreement. Contractors achieving a less than satisfactory rating under the evaluation will be notified and required to create and implement a corrective action plan that addresses any shortfall in the Contractor’s performance. If the Contractor fails to create or implement the corrective action plan or if the Contractor’s performance level does not improve The City may take further action including but not limited to cancelling the Agreement and/or suspension of the Contractor from future bidding.
opportunities.

3.5 Business Licence

The Contractor shall obtain and maintain a City of Nanaimo Business License or an Inter-Community Business License for the duration of the Contract. Failure to verify possession of a valid Business License is cause for Contract cancellation.

3.6 Invoicing and Payment

Invoices should be sent to the City’s Accounts Payable Department at the following email address; finance.division@nanaimo.ca and should include as a minimum:

a. Purchase Order number;
b. Contract Document Number, if applicable;
c. City contact full name (first and last);
d. Separate line for each trail section, quantity, description, unit price, extended total;
e. Separate line for gravel, quantity, unit price and extended total;
f. Applicable taxes shown as a separate line item.

Payment term is Net (30) days from receipt of an accurate invoice. Electronic Funds Transfer (EFT) is the preferred method of payment. EFT is a direct deposit into the Contractor’s bank account.

The City reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing without penalty.

No payment for extras shall be made by the City, unless the City’s designated project Manager authorizes such extras.

3.7 Performance of the Work

The Contractor must perform all Work in accordance with all the terms and conditions of the Contract, in accordance with all applicable Law, and in accordance with best industry practice.

3.8 Key Personnel

The City may require the Contractor to submit to the City a list of Key Personnel (inclusive of Sub-Contractors), which the Contractor is proposing for performance of the Work.

If the Contractor’s list of its proposed Key Personnel has been approved by the City, the Contractor must not make any substitution of the approved Key Personnel without prior written consent of the City. The City’s consent must not be reasonably withheld however, the Contractor’s substitute must be of equivalent experience or qualifications or both.
3.9 Indemnification

The Contractor shall indemnify and save harmless the City and its Council Members, officers, servants, employees, volunteers and agents from and against all claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including, but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property). Where the same or any of them are based upon or arising in any way out of or connected with this RFT document, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the indemnified parties or any of them.

3.10 Form of Contract

The Contract Documents include and consist of:

a. The RFT document, all attachments to the RFT document and all addenda and question and answers issued by the City (if any);

b. The Successful Bidder’s Submission;

c. Insurance as described herein;

d. WorkSafe BC;

e. City of Nanaimo Business License or Inter-Community Business License;

f. The City’s official purchase order(s); and

g. May contain other documentation not mentioned herein, as mutually agreeable.

3.11 Insurance

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Contract term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Nanaimo. The policy shall include The City of Nanaimo as an additional insured in respect of all operations performed by or on behalf of the Contractor.

**Commercial General Liability Insurance** in an amount not less than two million ($2,000,000) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Contract and this insurance must:

a. Include the City of Nanaimo as an additional insured;

b. Include a cross liability or severability of interest clause;

c. Completed operations;

d. Contractual liability clause;

e. Personal Injury and Property Damage sections are to provide coverage on an "occurrence basis";

f. Contractors’ Equipment coverage;
g. Be endorsed to provide the City of Nanaimo with (30) days advance written notice of cancellation or material change;

**Automobile Liability Insurance** covering both owned and non-owned automotive vehicles. This policy shall be written with a minimum two million ($2,000,000) inclusive and shall provide coverage for this amount against legal liability for bodily injury or death or damage to property of others and passenger hazard.

All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

If the insurance policy(ies) expire before the end of the term of this Contract, the Contractor must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

The Contractor shall provide, maintain, and pay for, any additional insurance which is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

The Contractor shall place and maintain, or cause any of its Sub-Contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

It is the responsibility of the Successful Bidder to supply valid insurance certifications to cover the project Work schedule and or term of Contract.

### 3.12 Safety / WorkSafe BC

The Contractor and any approved Sub-Contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor agrees and shall:

i. Provide at its own expense the necessary WorkSafe BC compensation coverage for all it employees and partners employed or engaged in the execution of the Work;

ii. Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirements of the Workers’ Compensation Act and Regulations; and

iii. Be solely responsible for ensuring all Sub-Contractors have proper Work Safe BC coverage.
The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

The Contractor understands and undertakes to comply with all of the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Safety Data Sheets (SDS)" will be shipped along with the Goods and any future SDS updates will be forwarded.

### 3.13 Contractor is Prime Contractor

The Contractor to this Contract is designated and assumes the responsibility as the *Prime Contractor* per WorkSafe BC OH&S Regulations Section 20.1A Qualified contractor, Section 20.2 Notice of Project and 20.3 Coordination of Multiple Employer Workplaces and Workers’ Compensation Act, Section 24 Coordination of Multiple -Employer Workplaces. The Bidder must also understand the general duties of the Owner as defined in the Workers’ Compensation Act, Section 25 General duties of owner. The Bidder must have the necessary qualification and be willing to accept the responsibilities as *Prime Contractor* for this Contract.

**Prime Contractor information is included in:**

- Appendix B Prime Contractor Preconstruction Meeting Form

### 3.14 Sub-Contractors

Contractors who are using Sub-Contractors are to use only the Sub-Contractors listed in Schedule A (A-1) of the Submission and the Contractor will not add or remove any such listed Sub-Contractors from the Work without prior written approval from the City’s designate.

Where there are Sub-Contractors to be employed throughout the term of this Contract, then:

a. The Contractor will bind all Sub-Contractors to the terms of the Contract, as applicable to the Sub-Contractors Work.

b. The Contractor will preserve and protect the rights of the City with respect to any Work performed under Sub-Contract and incorporate the terms and conditions of this Contract into all sub-contracts as necessary to preserve the rights of the City under this Contract.

c. The Contractor shall require each of its Sub-Contractors to provide comparable insurance to that set forth herein.


d. The Sub-Contractor must comply with all conditions and safety regulations of WorkSafe BC and must be in good standing and must maintain this standing throughout the term of the Contract.

e. All Sub-Contractors are the responsibility of the Contractor.
f. The Contractor will be as fully responsible to the City for acts and omissions of Sub-Contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

3.15 Independent Contractor

The Contractor, their Sub-Contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and Sub-Contractors are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.

3.16 Force Majeure

Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control. This will include but not be limited to fires, explosions, floods, strikes, pandemics, Work stoppages, slowdowns, or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities.

3.17 Governing Law

The laws of the Province of British Columbia shall govern this Contract.

3.18 Permits and Regulations

In carrying out its obligations of the Contract, the Contractor shall comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

The Contractor must obtain and pay for all permits and licenses required to enable the Contractor to do all things necessary to perform the contract according to the provisions of the Contract.

3.19 Lien Holdback

In accordance with the Builder’s Lien Act, the City will hold back a Builder’s Lien Fund from all payments due and payable to the Contractor. The City will not pay any interest to the Contractor on the Builder’s Lien Fund.

If the City is not required to hold back a Builder’s Lien Fund, the City may nevertheless, at its discretion, hold back an equivalent amount of money as would be held back in the Builder’s Lien Fund from each payment made under the Contract to the Contractor until construction completion.
3.20 Termination of Contract

The City reserves the right, at its sole discretion, to terminate the agreement, in whole or in part, if the Successful Bidder receives three (3) written notices for any one or more of the following reasons:

- Failure to deliver the promised Services at the required time and location; or
- Failure to provide qualified personnel to perform the Services; or
- Failure to provide satisfactory Work; or
- Fails to meet the City’s standard of expected and agreed level of Services and performance; or
- Performing unsafe acts while on City property that could pose a threat to the safety of the City Staff or Public: Safety infractions; or
- Places unknown Personnel, Sub-Contractor or assignment of the Services to others; or
- Is found to be in default or arrears standing at WorkSafe BC; or
- Fails to provide the necessary insurance or if the required insurance lapses; expired insurance (CGL or Auto); or
- Expired business license; or
- Any other reason considered appropriate, at the sole discretion of the City.

Upon termination of the Contract, the City will be under no further obligation to the Successful Bidder, except to pay to any outstanding amounts that the Successful Bidder may be entitled to receive up to the date of termination. Such termination will not result in any penalty to the City.

3.21 Cancellation

The Contract may be cancelled by either party for any reason without cause or penalty upon thirty (30) calendar day’s written notice.

3.22 Minimum Rate of Pay

The Collective Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401 says that:

Every Agreement / Contract made by the Employer for construction, remodeling, repair, or, demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:

"Minimum rate of pay for work performed under this Agreement or under Sub-Contract shall be as classified in the current Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401."
As per Appendix A - Minimum Rate of Pay.

3.23 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising from the Agreement; using the dispute resolution procedures set out in this section or otherwise agreeable.

a. **Negotiation:** The parties will make reasonable efforts to resolve any Disputes by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

b. **Mediation:** If all or any portion of a Dispute cannot be resolved by good faith negotiations within (30) days, either party may by notice to the other party refer the matter to mediation. Within (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Nanaimo, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

c. **Litigation:** If within (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

3.24 Time is of the Essence

The Bidder acknowledges that time is of the essence with respect to the Work requirements contained herein.
Section 4.0  Project Specifications

4.1  Project Overview

This Project requires asphalt repair Work of existing asphalt trails throughout the Parkway Trails as identified in the Parkway Trail Section Maps included in Section 4.9.

The Work shall include all labour, supervision, equipment, root removal, materials, set-up, mobilization, clean-up and all other things and activities necessary for or incidental to the commencement, performance and completion of the Work as described in the Project Specifications and identified in the section maps.

The Work can start shortly after Contract award. All Parkway Trail sections are to be completed October 30, 2020.

4.2  Qualified Personnel and Sub-Contractors

The Contractor will perform the Work using its own professional personnel who have the qualifications, experience and capabilities to perform the Work, and those sub-contractors as may be listed in Schedule A Form of Tender (A-1) Bidder Information.

4.3  Parkway Trail Section Maps

Maps are included in Section 4.9. The trail sections are identified in blue, the potential staging and access areas are identified by green circle on the Parkway Trail Section Maps. For examining the site of the Work, the City has marked each trail section with a start and end by orange paint across the width of the trail with an arrow.

- **Charmer Way to Dunster Road Section**
  - Approximately 265 metres long x 2.5 meters wide
  - Potential Staging Areas and Access to Trail: Brannen Lake Boat Ramp @ Dunster Rd

- **South End of Jingle Pot Road Section (Near 2100 Jingle Pot Road)**
  - North of Rest Stop: Approximately 215 metres long x 2.5 meters wide
  - Potential Staging Areas and Access to Trail: Venuti Way Staging and Jingle Pot Rd access

- **Third Street and Serauxmen Stadium Sections [consists of (3) sections]**
  - 3 sections 35m long, 57m long and 38m long all x 2.5 meters wide
  - Potential Staging area and Access to Trail: Serauxmen Stadium Parking lot, 745 Third Street.
4.4 **Scope of Work**

Contractors are responsible for determining and familiarization with existing conditions, critical dimensions and limitations, (included the subsurface) making the BC1 Call prior to doing the work and will be responsible for accurate measurements and quantities of required materials prior to submitting their Tender.

1. Grind in place existing asphalt or remove asphalt and supply base material as per City Engineering specifications.

2. Grade, shape and compact entire trail sections as required. The existing asphalt can be ground and left in place, graded, compacted for paving, but required approval for the proposed grounded asphalt base gradation for the project prior to the installation of the base from the Parks Operations Department. The gradation limits for the grounded asphalt must be as per City Engineering specifications for the based gravel.

3. Supply, place and compact crushed gravel stone base as required particularly in the problem root areas as needed and grade and shape as required. The Contractor shall save all weigh tickets and receipts for the gravel and submit to the City with the invoice. Payment will be for actual amount used.

4. Machine lay hot mix asphalt on trail sections and compact to match existing. Reinstate 0.5 meter shoulder to asphalt level and tamp and exposed edges on a 45 degree angle.

5. Any visual roots or roots which may or will affect the asphalt integrity will require removal. Dig out and legally dispose of tree roots that have damaged the existing asphalt path, remove and dispose any exposed roots once asphalt has been removed.

**4.5 Hot Mix Asphalt and Gravel Specifications (Attachment 1)**

All hot mix asphalt and gravel (materials) must comply with the City of Nanaimo Manual of Engineering Standards and Specifications, Edition No. 11, Section 12.0, Asphalitic Concrete Paving, which are included in Attachment No. 1 to Section 4.0, Project Specifications.
Paved surface – 50mm Thick Asphalt (compact thickness) in accordance with the City of Nanaimo Standards and Specifications Asphaltic Concrete Paving Specifications, Section 12.0. Payment for asphaltic concrete pavement will be at the unit price square metre shown in Schedule A Form of Tender, (A-2) Contract Price. Payment by square metre will be based on the actual area of asphaltic concrete pavement laid. The price by square metre shall include final base preparation, supply of aggregate and asphaltic cement, mixing, weighing, transporting, placing, compacting and all other work incidental thereto.

4.6 Examine the Site of the Work

No site meeting has been scheduled. For examining the site of the Work the City has identified trail sections, the sections are marked with a start and end by orange paint across the width of the trail with arrow. Any visual roots or roots which may or will affect the asphalt integrity will require removal.

The Bidder must examine the site of the Work before submitting its Tender, either personally or through a representative, and satisfy themselves as to the nature and location of the Work, local conditions, the nature and quality of the materials to be used, the equipment and facilities needed, preliminary to and during the execution of the Work, the means of access to the site, availability of space for on-site accommodations, all risk, contingencies and circumstances which may affect the Tender, and all other matters which may, in any way affect the Work to be performed under the Contract.

The Bidder is fully responsible for obtaining all information required for the preparation of the Tender and for the execution of the Work. No considerations will be given for extras resulting from conditions that would have been evident during a routine site visit, and no extras will subsequently be allowed to cover errors, omissions or oversights on the part of the Bidder.

It is the Bidders responsibility to determine the existing conditions, critical dimensions and limitations. The Bidder, upon award of a contract, will be responsible for accurate measurements and quantities of required materials prior to installation.

4.7 General Notes

a. The Contractor shall meet with the City’s Project Manager, prior to starting the Work to confirm the job locations and provide a tentative schedule.
b. Traffic Control: It is the Contractor’s responsibility to determine if traffic control is required.
c. Warranty and Rectification of Defects: Without restricting any warranty or guarantee implied or stipulated by law, the contractor will, at this own expense, rectify and make good any defect or fault, however caused, that appears in the Work within twelve (12) months from the date of total performance.
d. The Contractor shall employ a site supervisor who is responsible for the performance of the Work.
e. The Contractor will maintain the site in a clean and safe condition at all times, and will remove from the site and the surrounding properties any debris from the Work upon the completion of the job. Failure to do this will result in the cleaning and removal being instituted by the City and the cost deducted from the amount owing to the Contractor.

f. Hours of Work: Monday to Saturday 7:00 a.m. – 9:00 p.m., Sundays and Statutory Holidays 9:00 a.m. – 9:00 p.m., in accordance with City of Nanaimo Noise Bylaw 1994, No. 4750.

g. Utilities & Washroom Facilities: Contractors are required to make their own provisions for utilities and washroom facilities, if required.

h. The Contractor, at his own cost, shall store all materials provided for the work. Materials shall be so stored as to ensure the preservation of their quality and fitness for the work, and shall be so protected from vandalism and theft. The City is not responsible for vandalism or theft of materials.

4.8 Optional Work – Information Only

The City at its sole and absolute discretion may choose to proceed with the Optional Work, and if so, the scope of work and fees will be negotiated with the successful Bidder. Optional Work may include asphalt repair work to Parkway Trail South, near 10th, approximately 110 meters long x 2.5 wide.

4.9 Parkway Trail Section Maps

The trail sections are identified in blue. The potential staging areas and access points are identified by green circle. For Northfield Section North and South the potential staging and access areas are the same.

Parkway Trail Section Maps included in 4.9:

- A-1: Charmer Way to Dunster Rd Section Map
- A-2: South End of Jinglepot Section Map
- A-3: Third Street and Serauxmen Stadium Section Map
- A-4: 10th Street near Junction Ave Section Map
A-2: South End of Jinglepot Section Map
A-3: Third Street and Serauxmen Section Map
A-4: 10th Street near Junction Ave. Section Map
**SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Section No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope</td>
<td>12.20</td>
</tr>
<tr>
<td>Special Mixes</td>
<td>12.21</td>
</tr>
<tr>
<td>Aggregate</td>
<td>12.23</td>
</tr>
<tr>
<td>Asphalt Cement</td>
<td>12.24</td>
</tr>
<tr>
<td>Asphalatic Concrete Mix Design Criteria</td>
<td>12.25</td>
</tr>
<tr>
<td>Job Mix and Plant Calibration</td>
<td>12.26</td>
</tr>
<tr>
<td>Tack Coat</td>
<td>12.27</td>
</tr>
</tbody>
</table>

**INSTALLATION**

<table>
<thead>
<tr>
<th>Description</th>
<th>Section No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsibility for Alignment, Grade and Base</td>
<td>12.40</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>12.41</td>
</tr>
<tr>
<td>Cutting and Removal of Existing Pavement</td>
<td>12.42</td>
</tr>
<tr>
<td>Adjustment of Services</td>
<td>12.43</td>
</tr>
<tr>
<td>Testing</td>
<td>12.44</td>
</tr>
<tr>
<td>Tack Coat</td>
<td>12.45</td>
</tr>
<tr>
<td>Transportation of Hot Plant Mix</td>
<td>12.46</td>
</tr>
<tr>
<td>Placement</td>
<td>12.47</td>
</tr>
<tr>
<td>Compaction</td>
<td>12.48</td>
</tr>
<tr>
<td>Joints</td>
<td>12.49</td>
</tr>
<tr>
<td>Cleaning</td>
<td>12.50</td>
</tr>
<tr>
<td>Asphalatic Concrete Acceptance Requirements</td>
<td>12.51</td>
</tr>
</tbody>
</table>
12.20  **SCOPE**

.1 This specification outlines the requirements for the production, placing and compaction of hot mix, hot laid asphalt concrete for pavement construction and other uses.

12.21  **SPECIAL MIXES**

.1 For general purposes, such as road pavement, the requirements of this specification, and the 19mm aggregate gradation shall apply unless otherwise approved by the City Engineer.

.2 For special purposes, such as patching, the paving of shoulders, boulevards, walkways and sidewalks, and the construction of curb, gutter or combination curb and gutter, the requirements of this specification, particularly in respect to the mix design aggregate requirements, and the level of testing, shall be subject to amendment by the Engineer.

12.22  **NOT USED**

12.23  **AGGREGATE**

.1 Aggregate for asphaltic concrete shall be composed of hard, angular, durable, crushed gravel free from silt or clay lumps, cementation, organic material, frozen material and other deleterious materials.

.2 The aggregate gradation shall fall within the following limits when tested in accordance with ASTM C136 and ASTM C117.

<table>
<thead>
<tr>
<th>Size</th>
<th>19mm</th>
<th>12mm</th>
<th>10mm</th>
<th>12.5mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>19 mm</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>12.5 mm</td>
<td>70-100</td>
<td>90-100</td>
<td>100</td>
<td>90-100</td>
</tr>
<tr>
<td>9.5 mm</td>
<td>55-90</td>
<td>75-95</td>
<td>90-100</td>
<td></td>
</tr>
<tr>
<td>4.75 mm</td>
<td>35-70</td>
<td>45-75</td>
<td>55-85</td>
<td></td>
</tr>
<tr>
<td>2.36 mm</td>
<td>25-57</td>
<td>30-60</td>
<td>35-70</td>
<td>28-58</td>
</tr>
<tr>
<td>1.18 mm</td>
<td>18-45</td>
<td>20-45</td>
<td>25-55</td>
<td></td>
</tr>
<tr>
<td>0.60 mm</td>
<td>13-34</td>
<td>15-35</td>
<td>15-40</td>
<td></td>
</tr>
<tr>
<td>0.30 mm</td>
<td>8-26</td>
<td>6-20</td>
<td>8-25</td>
<td></td>
</tr>
<tr>
<td>0.15 mm</td>
<td>5-17</td>
<td>4-15</td>
<td>5-18</td>
<td></td>
</tr>
<tr>
<td>0.075 mm</td>
<td>2-8</td>
<td>2-10</td>
<td>2-10</td>
<td>2-10</td>
</tr>
</tbody>
</table>

* (REVISED NOVEMBER 2016)

.3 Recycled Asphalt Pavement (RAP):

(a) RAP is sourced from asphalt millings or excavated road mix. Suitable RAP shall not contain any other additives including, but not limited to, sulphur, crumb rubber, asphalt rubber, asbestos, produced sand, paving fabrics and reinforcement grids. Crush and screen so that 100% of the reclaimed asphalt pavement materials passes the 19mm screen before mixing. *(REVISED NOVEMBER 2016)*
(b) RAP must be fed to the plant by separate feed systems capable of being sampled and metering at the design rate. *(REVISED NOVEMBER 2016)*

.4 All sample gradations shall fall within the gradation limits, and any deviations between the samples and the project gradation curve, based on the mix design, shall not exceed the following limits:

<table>
<thead>
<tr>
<th>Sieve Size (mm)</th>
<th>Maximum Permissible Tolerance % by Weight Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.75 - 19.0</td>
<td>± 4.5</td>
</tr>
<tr>
<td>1.18 - 2.36</td>
<td>± 4.0</td>
</tr>
<tr>
<td>0.60</td>
<td>± 3.5</td>
</tr>
<tr>
<td>0.30</td>
<td>± 3.0</td>
</tr>
<tr>
<td>0.15</td>
<td>± 2.0</td>
</tr>
<tr>
<td>0.075</td>
<td>± 1.0</td>
</tr>
</tbody>
</table>

.5 A minimum 75% of the material retained on a 4.75 sieve shall have at least 2 fractured faces. Percentages shall be determined by particle mass. *(REVISED NOVEMBER 2016)*

.6 (a) Deleterious material (clay lumps, soft shale, coal wood or mica) by weight shall not exceed 3% in the lower course nor 1.5% in the surface course. *(REVISED NOVEMBER 2016)*

(b) The maximum percentage of flat and elongated particles shall be 10% by mass for coarse aggregates.

(i) Flat particles are defined as those particles with a ratio of width to thickness greater than three (3).

(ii) Elongated particles are defined as those particles with a ratio of length to width greater than three (3).

.7 Aggregate deficient of material passing the 0.075mm sieve shall have approved mineral filler added. Mineral filler shall be only material passing the 0.075mm sieve and shall be finely ground particles of limestone, hydrated lime, Portland cement or other approved non-plastic materials when tested in accordance with ASTM D4318.

.8 The moisture content of the aggregate after leaving the drier and before mixing shall not be more than 0.5% by weight.

.9 The following tests may be required to confirm the gravel source is suitable for use in the production of aggregate for asphaltic concrete:

(a) Soundness of Aggregates to ASTM C88

(i) Maximum loss by mass after 5 cycles with MgSO₄
   - Coarse aggregate = 15%
   - Fine aggregate = 18%
(b) Micro-Deval Abrasion to ASTM D6928  *(REVISED NOVEMBER 2016)*
   
   (i) Maximum loss factor = 18%  *(REVISED NOVEMBER 2016)*

(c) Sand Equivalent to ASTM D2419

   (i) Minimum = 40

(d) Absorption of Aggregate to ASTM C127

   (i) Maximum absorption by mass = 2%

(e) Petrographic Examination to ASTM C295.

10. Additional Requirements for Superpave Aggregates: *(REVISED NOVEMBER 2016)*

   (a) Aggregates for Superpave mixes shall have properties and the gradation limits as specified below and in accordance with the latest version of the Asphalt Institute’s *Superpave Series Publication – Superpave Mix Design (current version)*. Changes and/or variations from these limits shall be outlined within the Contract Special Provisions. *(REVISED NOVEMBER 2016)*

   (i) 90% fractured aggregate with a 12.5mm nominal maximum size, including sufficient manufactured fines to provide fine aggregate angularity. *(REVISED NOVEMBER 2016)*

   (ii) The aggregates must meet all the requirements for angularity, toughness, deleterious materials, clay content, and flat and elongated particles. *(REVISED NOVEMBER 2016)*

   (iii) Design ESAL’s will be 10 – 30 million. *(REVISED NOVEMBER 2016)*

12.24 ASPHALT CEMENT

.1 Performance grade 64-22 or penetration grade 80–100 asphalt cement shall be in accordance with MOTI SS 952. Asphalt cement shall be prepared from the refining of petroleum oils and be homogenous, free from water and shall not foam when heated to 175°C. Vacuum Tower Asphalt Extender (VTAE) shall not be incorporated into the binder. *(REVISED NOVEMBER 2016)*

.2 The Contractor shall inform the Engineer of the name of his asphalt supplier and shall ensure that each load of asphalt is accompanied with a flow sheet showing compliance with the preceding requirements. Such flow sheets shall be submitted to the Engineer.
12.25 ASPHALTIC CONCRETE MIX DESIGN CRITERIA

.1 Marshall Mixes: (REVISED NOVEMBER 2016)

(a) The asphalt mix design for pavements shall be carried out under Marshall design criteria using the designated equipment and procedures as contained in the Asphalt Institute’s Mix Design Methods for Asphalt Concrete MS-2, latest edition. (REVISED NOVEMBER 2016)

(b) If requested by the Engineer, the Contractor shall supply an asphaltic concrete mix design conforming to the following specifications as based on the Marshall method of design (Asphalt Institute Manual series No. 2 (MS-2) for approval: (REVISED NOVEMBER 2016)

<table>
<thead>
<tr>
<th></th>
<th>Local</th>
<th>Collector</th>
<th>Arterial</th>
<th>Special Mixes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Number of blows each face of test specimen</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>50</td>
</tr>
<tr>
<td>(b) Minimum % voids in mineral aggregate (VMA), based on Bulk SG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 mm Aggregate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>19 mm Aggregate</td>
<td>13</td>
<td>13</td>
<td>13</td>
<td>13</td>
</tr>
<tr>
<td>12 mm Aggregate</td>
<td>14</td>
<td>14</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>10 mm Aggregate</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>(c) % air voids in compacted mixture, surface and lower course</td>
<td>3-5</td>
<td>3-5</td>
<td>3-5</td>
<td>3-5</td>
</tr>
<tr>
<td>(d) Minimum modified Marshall load, N @ 60°C</td>
<td>5000</td>
<td>7000</td>
<td>7000</td>
<td>4500</td>
</tr>
<tr>
<td>(e) Flow index, (mm)</td>
<td>2-4</td>
<td>2-4</td>
<td>2-4</td>
<td>2-4</td>
</tr>
<tr>
<td>(f) Minimum asphalt film thickness (µm)</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>(g) Minimum index of retained stability after immersion in water @ 60°C for 24 hours</td>
<td>75%</td>
<td>75%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>(h) Asphalt content in the mix shall be as specified in the mix design ±0.3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(REVISED NOVEMBER 2016)
.2 **Superpave Mixes:** *(REVISED NOVEMBER 2016)*

(a) The Superpave asphalt mix design shall be carried out in accordance with the latest edition of the Asphalt Institute’s Superpave Mix Design, Superpave Series No. 2 (current version) and these Standard Specifications. *(REVISED NOVEMBER 2016)*

(b) If requested by the Engineer, the Contractor shall supply an asphaltic concrete mix design conforming to the following specification for approval: *(REVISED NOVEMBER 2016)*

<table>
<thead>
<tr>
<th>CRITERIA PROPERTY OF LABORATORY COMPACTED PAVING MIXTURE</th>
<th>SUPERPAVE nominal 12.5mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>% voids in the Mineral Aggregate, minimum</td>
<td>14</td>
</tr>
<tr>
<td>Required density:</td>
<td></td>
</tr>
<tr>
<td>% of Theoretical Maximum Specific Gravity in a laboratory compacted mix:</td>
<td></td>
</tr>
<tr>
<td>- at N&lt;sub&gt;max&lt;/sub&gt; = 160 gyrations</td>
<td></td>
</tr>
<tr>
<td>- at N&lt;sub&gt;Design&lt;/sub&gt; = 100 gyrations</td>
<td>98 maximum</td>
</tr>
<tr>
<td>- at N&lt;sub&gt;Initial&lt;/sub&gt; = 8 gyrations</td>
<td>95–97</td>
</tr>
<tr>
<td>% voids filled with Asphalt Cement</td>
<td>89 maximum</td>
</tr>
<tr>
<td>Dust to Binder ratio&lt;sup&gt;1&lt;/sup&gt;</td>
<td>65-75</td>
</tr>
<tr>
<td></td>
<td>0.6-1.2</td>
</tr>
</tbody>
</table>

*(REVISED NOVEMBER 2016)*

.3 **Reclaimed Asphalt Product (RAP):**

(a) The maximum RAP allowed in the asphalt mix shall be determined by the contribution of the RAP Asphalt Cement (AC) towards the total AC content in the mix by weight as per the percentages shall be 15%. Contractor shall notify the City Representative, 14 days in advance of Paving if RAP will be used in the project. *(REVISED NOVEMBER 2016)*

(b) The amount of total AC replaced by the AC in the RAP will be calculated as follows:

\[
\text{% AC Replacement} = \frac{(axb)}{c}
\]

Where:

- \(a\) = AC content of RAP
- \(b\) = RAP percent in mixture by total weight of mix
- \(c\) = Total percent AC content in mixture

*(REVISED NOVEMBER 2016)*

12.26 **JOB MIX AND PLANT CALIBRATION**

.1 If requested by the Engineer, a job mix formula shall be provided by the Contractor and shall contain the following information:

(a) Sieve analysis of combined aggregate in mix.
(b) Aggregate size range in each bin separation to be used.
(c) Weight of aggregate to be used from each bin for one batch of mix.

<sup>1</sup> Consideration shall be given to increasing the dust to binder ratio to 0.8 – 1.6
(d) Weight of asphalt cement to be used for one batch of mix.
(e) Optimum mixing and compacting temperatures.

.2 If requested by the Engineer, a plant calibration for continuous mix plants shall be provided by the Contractor.

12.27 TACK COAT

.1 Bituminous tack coat shall be Grade SS-1 or SS-1h asphalt emulsion, in accordance with MOTI SS 952 (or the latest AASHTO M140-13 or the latest ASTM D977) or as approved. Manufacturer’s laboratory analysis of each tack coat shipment shall be submitted to the Engineer for approval. *(REVISED NOVEMBER 2016)*
12.40 RESPONSIBILITY FOR ALIGNMENT, GRADE AND BASE

.1 The contractor shall examine the base, existing surface and tack coat to ensure they conform to the specifications, and the grade and alignment conform to the construction drawings, prior to commencing paving operations. The contractor shall be satisfied that the base is properly prepared for the placement of asphaltic concrete and shall notify the Engineer of any observed deficiencies prior to paving. The contractor’s responsibility for pavement failures shall include those caused by base failure, misalignment or incorrect grade.

.2 Prior to delivery of the asphaltic concrete to the job site, the prepared base shall be cleaned of all loose or foreign material.

12.41 TRAFFIC CONTROL

.1 The Contractor shall be responsible for traffic control during all operations in accordance with Sections 3.61 – Control of Public Traffic – General, Section 3.62 – Use of Flagperson and Section 3.63 – Use of Traffic Control Devices

.2 Traffic shall not be permitted on the finished pavement until it has cooled to atmospheric temperature.

12.42 CUTTING AND REMOVAL OF EXISTING PAVEMENT

.1 The Contractor shall cut, remove and dispose of existing pavement as directed by the Engineer. Pavement cutting shall be in accordance with Section 4.29 – Final Cutting Paved Surfaces.

12.43 ADJUSTMENT OF SERVICES

.1 The Contractor shall adjust manholes, catchbasins, valves, etc. to the proper finished grade at least 48 hours prior to paving in accordance with Section 6.53 - Frames and Covers and Section 6.54 – Manhole Steps.

12.44 TESTING

.1 The Engineer will arrange for a testing firm to carry out tests to determine whether the applicable standards and specifications have been met. Where initial testing indicates non-compliance with the specifications, additional testing shall be required at the Contractor’s expense.

.2 The Contractor as directed by the Engineer shall supply specimens or samples for testing.

.3 The test programs listed below are the minimum testing requirements. The Engineer shall determine if additional testing is required.

(a) **Aggregates:**

(i) One aggregate gradation test shall be carried out either for each 300 tonnes of production or a minimum of once per day (ASTM C136 and ASTM C117). *(REVISED NOVEMBER 2016)*
(ii) Additional testing as outlined in Section 12.23 as required by the Engineer.

(b) **Asphaltic Concrete:**

One Marshall test consisting of three briquettes for every three hundred tonnes of production, or a minimum of one test per day shall be performed to determine the following: *(REVISED NOVEMBER 2016)*

(i) Marshall stability
(ii) Specific gravity
(iii) Air voids and voids in mineral aggregate (VMA)
(iv) Flow index
(v) Asphalt content extraction
(vi) Gradation of Asphalt aggregate

Testing shall use the 75 Blow Marshall test method. The 50 Blow Marshall test method may be used for walkways, sidewalks, driveways or other City Engineer approved locations.

(c) **Compaction:**

(i) Upon completion of the asphalt paving operation, one core from each 400 m² of pavement with a minimum of three (3) cores shall be obtained at locations determined by the Engineer for the purpose of determining the asphaltic concrete density in accordance with ASTM D2726, and the asphaltic concrete thickness. *(REVISED NOVEMBER 2016)*

(ii) Final compaction results shall be expressed as a percentage compacted density which is defined as follows:

\[
\text{Percentage compacted density} = \left( \frac{\text{Density of sample}}{\text{Marshall density}} \right) \times 100
\]

(iii) Test result data will be subjected to statistical analysis and the final compaction shall not be considered satisfactory unless the mean and the standard deviation of the test result data is in accordance with Section 12.51 - Asphaltic Concrete Acceptance Requirements.

(d) Other testing as may be required to confirm conformance of materials and workmanship to the specifications.

.4 The test programs outlined above are minimum requirements and may be modified by the Engineer. Full testing may be required during the first few days of paving to determine quality control and construction procedures. As paving progresses sufficient tests to maintain uniformity will be required.

.5 Inspection and testing by the Engineer shall not relieve the contractor of his responsibility for quality control.
.6 Asphaltic concrete found to be in non-compliance with the specifications shall be repaired or replaced by the contractor at no additional cost to the Owner in accordance with Section 2.03 – Materials and Workmanship, Article 26 – Testing, Rejected Work and Materials and Article 27 – Owner’s Right to Correct Deficiencies. The contractor shall submit to the Engineer for approval, the proposed method to correct the noted deficiencies and work schedule, prior to commencing the work.

12.45 TACK COAT

.1 The existing asphaltic concrete surface shall be thoroughly cleaned by a power-driven sweeper immediately prior to applying the tack coat.

.2 Tack coat shall be applied to all existing asphaltic concrete which is to be overlaid. Tack coat shall be applied to the edge of existing asphaltic concrete, curbs and structures where these surfaces will be in contact with the new asphaltic concrete pavement.

.3 Tack coat shall be applied only when the surface is dry and clean, and the air temperature is over 10°C.

.4 Tack coat shall not be diluted unless directed by the Engineer.

.5 Tack coat shall be uniformly applied with an approved pressure distributor at a rate of 0.25 litres per square metre. The temperature of the material shall be maintained between 32°C and 38°C.

.6 Traffic shall, where possible, be kept off tack coat areas. Where traffic has been allowed on the tack coat, these areas shall be thoroughly cleaned by a power-driven sweeper immediately prior to laying asphaltic concrete.

.7 No hot mix shall be placed upon the tack coat until it has dried to a proper condition of tackiness, as determined by the Engineer.

.8 Tack coat shall be placed only on the area being paved. Work shall be planned so that no more tack coat than is necessary for the days operation is placed on the surface.

.9 Any damage to persons, vehicles or private property during the application and curing of the tack coat is the Contractor’s responsibility.

12.46 TRANSPORTATION OF HOT PLANT MIX

.1 Trucks used for the transport of hot mix shall be equipped with tarpaulins and, where required, with insulated boxes. Trucks shall not leak fuel, lubrication oils or hydraulic oil.

.2 Inside surfaces of truck boxes shall be free of all deleterious materials and lubricated with suitable thin soap, but excessive use of lubricant will not be permitted.

.3 The mixture shall be transported from the paving plant to the job site utilizing City of Nanaimo designated truck routes where possible, and shall use local streets only to obtain local access.
.4 Loads shall be delivered continuously in covered trucks to provide a uniform, non-stop paving operation.

.5 Delivery of the mix shall be scheduled to permit completion of the paving operation in daylight hours unless otherwise approved by the Engineer.

12.47 PLACEMENT

.1 Surfaces onto which asphaltic concrete pavement is placed shall be dry, above 5°C, and cleaned of all loose and foreign materials. Mixtures shall normally not be laid when the atmospheric temperature is less than 5°C and falling.

(a) Bottom lift shall be placed onto surfaces above 5°C and rising.
(b) Top lift shall be placed onto surfaces above 10°C and rising.

.2 The mixture at time of placing shall be not less than 120°C or greater than 160°C or as required by the mix design and requires approval by the City Engineer.

.3 An approved, self-propelled mechanical paver shall be used to spread the mixture to the specified thickness. The paver speed shall be adjusted to correspond to the rate of delivery to provide a uniform, non-stop paving operation.

.4 The Contractor may use such methods as approved by the Engineer in narrow areas, irregular sections, intersections, turnouts or driveways, where it is impractical to spread with a paver.

.5 Minor inequalities in spreading and shaping the paved surface adjacent to existing structures such as manholes, catchbasins or valves shall be performed to a condition satisfactory to the City Engineer.

12.48 COMPACCIÓN

.1 Equipment:

(a) Unless otherwise directed by the Engineer, the Contractor shall furnish a minimum of two (2) self-propelled rollers to roll and compact the asphaltic concrete mixture. All rollers shall be in good condition and capable of reversing without backlash.
.2 General:

(a) Compaction shall commence immediately after the bearing capacity of the asphalt mat is adequate to support compaction equipment without undesirable displacement or cracking.

(b) Maximum speed for initial rolling shall not exceed 5 km/hr, and subsequent rolling, 8 km/hr. Speeds shall be maintained at all times such that displacement of asphaltic concrete does not occur. *(REVISED NOVEMBER 2016)*

(c) During the rolling operation, roller wheels shall be kept moist with only enough water to avoid picking up material. Fuel oil, lubricating oil, or kerosene shall not be permitted as lubricants for the surface of the roller wheels.

(d) The line of rolling shall not be suddenly changed nor the direction of rolling suddenly reversed. Pronounced changes in direction shall be made on stable material.

(e) Heavy equipment including rollers shall not be permitted to stand on the finished surface.

(f) Where rolling causes displacement of material, loosen affected areas immediately with lutes or shovels and restore to original grade of loose material before re-rolling.

(g) Should the testing results or the Contractor's quality control indicate compaction requirements are not being met, the Contractor shall immediately modify his compaction procedure to satisfy the compaction requirements.

.3 Breakdown Rolling:

Breakdown rolling shall immediately follow the rolling of transverse and longitudinal joint and edges. Rollers shall be operated as close to the paver as necessary to obtain adequate density without causing undue displacement. Initial rolling shall be performed by steel wheel rollers with the drive roll or wheel forward in the direction of paving. Rolling shall commence on the low side of the mat and progress to the high side.

.4 Secondary Rolling:

Secondary rolling shall follow the initial rolling as closely as possible, and shall be continuous until the mix has been thoroughly compacted. *(REVISED NOVEMBER 2016)*

.5 Finish Rolling:

Finish rolling shall be by steel wheel roller to remove all marks left by pneumatic rolling. Finish rolling shall be accomplished with the minimum number of passes required to produce a satisfactory surface.

12.49 JOINTS

.1 General:

(a) All transverse and longitudinal joints shall be painted with a thin tack coat immediately prior to paving. Application of tack coat to longitudinal joints may be omitted if the previously laid pavement has not cooled to less than 50°C.

(b) Transverse joints in succeeding courses shall be offset a minimum of 600mm. In adjacent lanes they shall be offset a minimum of 3.0m.

(c) Longitudinal joints in succeeding courses shall be offset 150 - 200mm.
(d) Wherever possible, longitudinal joints shall be offset 100mm from future traffic markings (paint lines).

.2 Transverse Joints:

Transverse joints shall have a vertical face and shall be carefully constructed and thoroughly compacted to provide a smooth riding surface over the joint. Horizontal alignment of joints shall be straight-edged to ensure smoothness. Rolling of transverse joints shall be performed immediately after raking is completed.

.3 Longitudinal Joints:

Longitudinal joints shall have a vertical face and shall be rolled directly behind the paving operation. Joints shall be rolled by passing the roller on the previously compacted lane letting one wheel project 100mm to 150mm on the new lane. A minimum of 2 passes shall be required to thoroughly compact this narrow strip down to and even with the existing lane.

.4 Edges:

Pavement edges shall be rolled concurrently with the longitudinal joints and shall not be exposed more than 15 minutes before rolling. After longitudinal joints and edges have been compacted, longitudinal rolling shall start at the edge and progress to the centre of the pavement, overlapping at least one-half the width of the roller with each successive pass. On super-elevated curves, rolling shall begin on the low side and progress to the high side.

12.50 CLEANING

.1 The contractor shall thoroughly remove from all culverts, catchbasins, curbs, gutters and other structures such contamination by asphaltic or other materials as may have occurred during the performance of the work.

12.51 ASPHALTIC CONCRETE ACCEPTANCE REQUIREMENTS

.1 The finished grade surface shall be free from bumps, depressions or other irregularities and shall be within 6mm of the design grade and cross-section, but not uniformly high or low, when measured with a 3.0m straight edge in any direction.

.2 The finished elevation of the compacted asphaltic concrete shall be 0 - 6mm above the finish elevation of structures, including but not limited to curbs, gutters, manhole lids, catch basins, valve boxes and survey monuments.

.3 The finished surface of the asphaltic concrete shall be homogenous, free from segregation and consistently uniform in surface texture.

.4 Asphaltic concrete shall be compacted to 97% mean compacted density when tested in accordance with Section 12.44 - Testing. Maximum acceptable standard deviation of test data shall be 1.5%, with no individual test results less than 95% compacted density.

.5 Asphaltic concrete thickness, as measured in accordance with ASTM D3549, shall not be less than the specified thickness for all test cores.
Appendix A – Minimum Rate of Pay

CITY OF NANAIMO and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401
COLLECTIVE AGREEMENT
ARTICLE 31 MINIMUM RATE OF PAY

Minimum Rate of Pay
The Collective Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401 says that:

Article 31- Contract or Sub-Contracts

Every contract made by the Employer for construction, remodeling, repair, or, demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:

"Minimum rate of pay for work performed under this Contract or under Sub-contract shall be as classified in the current Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401."

<table>
<thead>
<tr>
<th>Position Title</th>
<th>2020 Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labourer</td>
<td>$27.56</td>
</tr>
<tr>
<td>Truck Driver II</td>
<td>$32.13</td>
</tr>
<tr>
<td>Equipment Operator, Asphalt</td>
<td>$33.27</td>
</tr>
<tr>
<td>Equipment Operator, Public Works</td>
<td>$33.40</td>
</tr>
</tbody>
</table>

Note: the Current collective agreement is to expire in 2022.
LETTER OF UNDERSTANDING #13 BETWEEN:
CITY OF NANAIMO AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
401

Re: Contracting Out Issues

The City of Nanaimo and CUPE Local 401 agree to the following conditions in order to provide an interpretation of Article 31, Contracts or Sub Contracts.

1. Where the Union can provide documented evidence to prove to the City's satisfaction that a contractor hired by the City of Nanaimo is not paying wage rates pursuant to Article 31, the City will follow the process outlined in Appendix I.

2. The Parties agree that for the purposes of complying with Article 31, the rate for flagging shall be set at $17.91 (2020) per hour, plus 2 percent each year after to January 1, 2022.

3. The City agrees to provide available cost information on contracts to the Union upon request.

4. This Agreement will be effective on new contracts awarded after date of signing and on current contracts on which the Union provides evidence of breach of Article 31.

5. This Letter of Agreement forms part of the Collective Agreement and remains in effect in the same manner and to the same extent as any other provision in the Collective Agreement.

6. All issues arising under the grievance and/or issues relating to contracts in effect up to the signing of this Letter shall be deemed to be resolved and, no grievance will be filed in respect of any such issues with the exception of current contracts where either Party discovers that a contractor is contravening Article 31.

7. In the event a dispute occurs between the Parties regarding the implementation of this Agreement, either Party may refer the matter to or a mutually agreed arbitrator on an expedited basis for resolution.

Appendix I

DEFINITIONS

"Work performed" refers to the current classifications contained in the Parties’ Collective Agreement and not directly connected to the job, which is contracted.

PROCESS

Each contract assigned to a contractor by the City of Nanaimo will contain terms:
1. Requiring that the contractor adhere to the provisions of Article 31 of the Collective Agreement. Current classified rates will be included.
2. Specifying that failure to adhere to the provisions is a breach of the contract and may give rise to termination of the contract.
3. Entitling the City to copies of information showing the wage rates paid to its employees. (The City will provide copies to the Union if requested.)

In the event the City has concerns that a contractor is in violation of Article 31, the followings shall apply:

1. The City shall immediately inform the contractor of its concerns and require the contractor to comply.
2. The City shall follow up contact and if violation still exists within thirty (30) days provide written request for compliance.
3. If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or contract forfeiture may occur.
4. If violation continues, the City shall provide final request within a further thirty (30) days and may give two weeks’ notice for failure to comply with provision of contract.
5. The City may terminate the contract and/or withhold funds and/or require the contractor to submit appropriate monies to rectify the breach of contract.
6. If the City does not require forfeiture, such decision must be for bona fide operational or legal reasons.
7. Notwithstanding the above, the City may proceed to (4) or (5) directly.
## Appendix B – Prime Contractor Preconstruction Meeting Form

**Department:** City of Nanaimo  
**Subject:** Prime Contractor Preconstruction Meeting Form

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract #</th>
<th>WSBC Firm #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor Company Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor’s Superintendent</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Designated Workplace</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Work</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Contract Representative</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Agreement**

The Prime Contractor:

- Check

- Acknowledges appointment as Prime Contractor as defined in the WorkSafeBC Occupational Health and Safety Regulations, including WorkSafe BC OH&S Regulations Section 20.1A Qualified contractor, Section 20.2 Notice of Project and 20.3 Coordination of Multiple Employer Workplaces and Workers’ Compensation Act, Section 24 Coordination of Multiple-Employer Workplaces.

- Acknowledges being informed of any known workplace hazards by the owner or owner’s delegate, by signing attached “Existing Known Hazard Assessment” form.

- Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.

- Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.

- Shall ensure or coordinate first aid equipment and services as required by WorkSafeBC OH&S Regulation.

- Shall coordinate the occupational health and safety activities for the project.

- Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the Workers Compensation Act (Part 3) and WorkSafeBC OH&S Regulation.

- Understands any WorkSafeBC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City.
Appendix B – Prime Contractor Preconstruction Meeting Form

<table>
<thead>
<tr>
<th>Department:</th>
<th>City of Nanaimo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Prime Contractor Preconstruction Meeting Form</td>
</tr>
</tbody>
</table>

- ☐ Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
- ☐ Confirms the Prime Contractor’s Safe Work procedures and risk assessments were prepared by, or approved by, a Qualified Person as defined by WorkSafeBC OH&S Regulation.
- ☐ Accepts the following required documents shall be maintained and made available upon request from the City and/or WorkSafeBC Prevention Officer at the workplace.

**Documents** required to be maintained and available by the Prime Contractor will include, but not be limited to:

- ☐ All notices which the Prime Contractor is required to provide to WorkSafeBC as per WorkSafeBC OH&S Regulation.
- ☐ Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- ☐ All directives and inspection reports issued by WorkSafeBC.
- ☐ Records of any incidents and accidents occurring within the Prime Contractor’s area of responsibility.
- ☐ Completed accident investigations for any incidents and accidents occurring within the Prime Contractor’s area of responsibility.
- ☐ Completed site safety plan for COVID-19

On a **construction project** workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer’s) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the City Contract Representative:

- ☐ WorkSafeBC Notice of Project (if applicable)
- ☐ WorkSafeBC Clearance Letter
- ☐ Prime Contractor’s OH&S Safety Program
- ☐ Prime Contractor’s Site/Project Specific Hazard Identification and Risk Assessments, Safe Work Procedures, etc.
- ☐ First Aid Attendant(s)

---

Form Revised: July 17, 2020
Page: 2 of 4
Approved by: Health and Safety Manager
## Appendix B – Prime Contractor Preconstruction Meeting Form

<table>
<thead>
<tr>
<th>Department:</th>
<th>City of Nanaimo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Prime Contractor Preconstruction Meeting Form</td>
</tr>
</tbody>
</table>

### Form Revised: July 17, 2020

### Page: 3 of 4

#### Location of First Aid Station

<table>
<thead>
<tr>
<th>Safety Supervisor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location of First Aid Station</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Signature of Prime Contractor

### Signature of City Contract Representative

---

## Pre-Existing and Known Hazard Identification

Discussion between the Prime Contractor and the City Contract Representative

### Date

<table>
<thead>
<tr>
<th>Meeting Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### Prime Contractor Company Name

### Prime Contractor’s Superintendent

### City Contract Representative

- City Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards specific to the contract.
- It is recognized the pre-existing and known hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

<table>
<thead>
<tr>
<th>Identified Extraordinary Hazards</th>
<th>Action required to eliminate or control hazards and ensure worker safety</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Approved by: Health and Safety Manager

---
## Appendix B – Prime Contractor Preconstruction Meeting Form

<table>
<thead>
<tr>
<th>Department:</th>
<th>City of Nanaimo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Prime Contractor Preconstruction Meeting Form</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor Representative (signature)</th>
<th>City Contract Representative (signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Representative (print name)</td>
<td>City Contract Representative (print name)</td>
</tr>
</tbody>
</table>

Form Revised: July 17, 2020
Page: 4 of 4
Approved by: Health and Safety Manager