



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 676-2018

PAN AM POOL GROUNDS PATHWAY AND ASSOCIATED SITE WORKS

Note to Bidders: Please be aware of revisions to B14.4

TABLE OF CONTENTS

PART A - BID SUBMISSION

| | |
|----------------|---|
| Form A: Bid | 1 |
| Form B: Prices | 3 |

PART B - BIDDING PROCEDURES

| | |
|-------------------------------------------------|---|
| B1. Contract Title | 1 |
| B2. Submission Deadline | 1 |
| B3. Site Investigation | 1 |
| B4. Enquiries | 1 |
| B5. Confidentiality | 1 |
| B6. Addenda | 2 |
| B7. Substitutes | 2 |
| B8. Bid Components | 3 |
| B9. Bid | 4 |
| B10. Prices | 4 |
| B11. Disclosure | 4 |
| B12. Conflict of Interest and Good Faith | 5 |
| B13. Qualification | 6 |
| B14. Opening of Bids and Release of Information | 7 |
| B15. Irrevocable Bid | 7 |
| B16. Withdrawal of Bids | 7 |
| B17. Evaluation of Bids | 8 |
| B18. Award of Contract | 8 |

PART C - GENERAL CONDITIONS

| | |
|------------------------|---|
| C0. General Conditions | 1 |
|------------------------|---|

PART D - SUPPLEMENTAL CONDITIONS

General

| | |
|------------------------------------------------------------------|---|
| D1. General Conditions | 1 |
| D2. Scope of Work | 1 |
| D3. Contract Administrator | 1 |
| D4. Contractor's Supervisor | 1 |
| D5. Ownership of Information, Confidentiality and Non Disclosure | 1 |
| D6. Notices | 2 |

Submissions

| | |
|------------------------------------|---|
| D7. Authority to Carry on Business | 2 |
| D8. Safe Work Plan | 2 |
| D9. Insurance | 3 |
| D10. Performance Security | 3 |
| D11. Subcontractor List | 3 |

Schedule of Work

| | |
|------------------------------|---|
| D12. Commencement | 4 |
| D13. Substantial Performance | 4 |
| D14. Total Performance | 4 |
| D15. Liquidated Damages | 4 |
| D16. Scheduled Maintenance | 5 |

Control of Work

| | |
|------------------------------------------------------------------------|---|
| D17. Job Meetings | 5 |
| D18. Prime Contractor – The Workplace Safety and Health Act (Manitoba) | 5 |
| D19. The Workplace Safety and Health Act (Manitoba) – Qualifications | 5 |
| D20. Payment | 5 |

Warranty

| | |
|---------------|---|
| D21. Warranty | 5 |
|---------------|---|

| | |
|-----------------------------------------------|----|
| Form H1: Performance Bond | 6 |
| Form H2: Irrevocable Standby Letter of Credit | 8 |
| Form J: Subcontractor List | 10 |

PART E - SPECIFICATIONS

General

| | |
|--------------------------------------------------------------|----|
| E1. Applicable Specifications and Drawings | 1 |
| E2. Existing Services and Utilities | 1 |
| E3. Work by Others and co-operation with other contractors | 1 |
| E4. Access to Site | 2 |
| E5. Permits, Notices, Licenses, Certificates, Laws and Rules | 2 |
| E6. Damage to Existing Structures, Trees and Property | 3 |
| E7. Pedestrian Safety and Traffic Management | 3 |
| E8. Site Restoration | 4 |
| E9. General Site Demolition, Excavation, and Rough Grading | 4 |
| E10. Underground Granular Trench | 5 |
| E11. Multi-Flow Underground Drainage Channel | 7 |
| E12. Topsoil and Sod | 9 |
| E13. Site Furniture | 10 |
| E14. Asphalt Paving | 11 |

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PAN AM POOL GROUNDS PATHWAY AND ASSOCIATED SITE WORKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 24, 2018.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that that they should inspect the site to determine the site access, possible staging areas, general site restrictions.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B8.8.1 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

(a) N/A

B11.3 Additional Material:

(a) The Bidders are made aware that the playstructure, and rubber surfacing is being funded by a private corporation, and that private corporation has retained Playgrounds R Us to supply and install the playstructure/concrete edge and Prairie Rubber Surfacing to install the rubber safety surfacing. Those private Contractors will be undertaking their Work prior to the Work outlined in this bid document. The Contractor is required to allow Playgrounds R Us and Prairie Rubber Surfacing to complete their Work, prior to working around the playstructure area.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions

as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the removal of existing grass surfacing and supply and installation of new asphalt paved walkways with sodding repairs.

D2.2 The major components of the Work are as follows:

- (a) Removal of existing grass surfacing and general rough grading and excavation of the walkways
- (b) Supply and installation of an underground granular trench
- (c) Supply and installation of Multi-Flow drainage pipe
- (d) Sodding repairs
- (e) Supply and installation of one underground waste receptacle

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc., represented by:
Ken Rech
Landscape Architect
Telephone No. 204 489-6616
Email Address kenrech@mts.net

D3.2 At the pre-construction meeting, Ken Rech will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B8.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.1.

D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D6.1 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and Ken Rech Landscape Architects Inc. added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Subcontractor list specified in D11; and
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D12.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance within eighteen (18) consecutive Working Days of the commencement of the Work as specified in D12.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five hundred dollars (\$500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Topsoil and Sod as specified in E12;
- D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D19.1 The Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance,.

D20. PAYMENT

- D20.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

- D21.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 676-2018

PAN AM POOL GROUNDS PATHWAY AND ASSOCIATED SITE WORKS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 676-2018
PAN AM POOL GROUNDS PATHWAY AND ASSOCIATED SITE WORKS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:
- | <u>Drawing No.</u> | <u>Drawing Name/Title</u> |
|--------------------|---------------------------|
| L1 | Site Plans |
| L2 | Grading Plan and Details |
| SCD-648 | Parkway Path Asphalt |

E2. EXISTING SERVICES AND UTILITIES

- E2.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E3. WORK BY OTHERS AND CO-OPERATION WITH OTHER CONTRACTORS

- E3.1 The supply and installation of trees as shown on drawing 4-L1 is not included in the Contract and will be installed by a City of Winnipeg sub-contractor. The trees are expected to be installed in the Fall of 2018 and most likely after all Work in this Contract is already complete. Should the City sub-contractor want to install the trees before the work outlined in this bid document is completed, the Contractor shall allow access to the planting areas, provided the access route does not impact any new site surfacing paving and sodding materials.
- E3.2 The construction of the playground equipment, concrete edge, and rubber surfacing is being funded by a private corporation. The Corporation has retained Playgrounds-R-Us for supplying and installing the play equipment and concrete curbing around the play equipment area, and Prairie Rubber Surfacing to supply and install the rubber safety surfacing. The Contract outlined in this bid document, is essentially for the supply and installation of the asphalt paved walkway, sodding repairs, land drainage and one inground waste receptacle.
- E3.3 The Contractor must allow the two private play equipment contractors to complete their Work and not block access to their Work site. It is expected that the installation of the play equipment, concrete edge and rubber surfacing will be mostly completed before the Contractor for this project starts his Work.
- E3.4 Playgrounds-R-Us have defined a staging area to the east of the play equipment area, and they will be responsible for repairing any sod damage within this area. The Contractor must not use this staging area without the permission of Playgrounds-R-Us, and will be subject to restoring any sod damage at their expense.

- E3.5 Prior to the Contractor constructing the underground granular drain and multi-flow drainage pipe system, Prairie Rubber Surfacing will have to install 4 weeping tile leads from the play equipment area, to 900 mm south of the south end of the concrete edge around the play equipment. The Contractor under this bid document will have to extend these weeping tile lines and connect them to the weeping tile in the bottom of the underground granular trench.
- E3.6 The multi-flow drainage pipe can't be installed on the east side of the play equipment, within the staging area, until the installation of the play equipment and rubber surfacing is complete. The rough grading between the play equipment concrete edge down to the new multi-flow drainage pipe location can be installed, however access to the play equipment area by Playgrounds-R-U's and Prairie Rubber Surfacing must be maintained.

E4. ACCESS TO SITE

- E4.1 Access to the Site, as required by the Contractor, shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.
- E4.2 The Contractor is responsible to correcting all Site damage as a result of their operations, or accessing the Site at no further cost to the City. All repairs must be done to pre-construction conditions.
- E4.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property.
- E4.4 The main construction access point shall be via Grant Avenue. The Contractor shall provide adequate protection for crossing over the City walk and may have to close the walk at Cambridge Street to the west, and by the pedestrian crosswalk immediately east of the Work site. Barricades and signage warning the walkway is closed shall be installed and maintained to the satisfaction of the Contract Administrator and the City of Winnipeg.
- E4.5 The Contractor may also consider accessing the site from the front roadway in front of the Pan Am Pool building. The Contractor must protect the existing walkway from the Pan Am Pool building to the Poseidon Bay walkway. Barricades and signage warning the walkway is closed must be installed at the Poseidon Bay walkway location, and in front of the Pan Am Pool building connection.
- E4.6 The Contractor is responsible for repairing any paving or grass damaged as a result to accessing the Work areas, at no further cost to the City.
- E4.7 All construction equipment must be contained within the construction area and not on the Grant Avenue.

E5. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

- E5.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E5.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- E5.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- E5.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- E5.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.

E5.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

E6. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E6.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E6.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator. There are at least seven (7) trees which will require protection, close to the Work area.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.

E6.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E6.4 No separate measurement or payment will be made for the protection of trees.

E7. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

E7.1 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure Safe and convenient pedestrian ingress and egress is maintained to private properties while he is working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

E7.2 Ambulance/ Emergency vehicle access must be maintained at all times.

E8. SITE RESTORATION

E8.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

E9. GENERAL SITE DEMOLITION, EXCAVATION, AND ROUGH GRADING

E9.1 General Description

E9.1.1 This specification shall cover the removal of the existing grass layer/topsoil/clay base and rough grading of the site.

E9.1.2 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner. The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.

E9.1.3 Existing grass removal:

- (a) The Contractor shall remove the existing grass layer, topsoil or clay base to 275 mm below new finished grade elevations.
- (b) The Contractor shall remove the existing grass layer, topsoil or clay base to 75 mm below the new finished grade elevations for areas to be sodded. All existing grass shall be removed, including at least 50 mm depth of soil base, under all new areas of sod, regardless if additional soil or clay fill will be placed to build up the area.

E9.2 Rough Grading Construction Methods

E9.2.1 Excavation includes the removal of existing surface vegetation/sod to the limit of new Sod Restoration, and excavation to new paving surface sub-grade elevations. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.

E9.2.2 Do not disturb existing surrounding trees, sodded areas shown to remain, or existing paving shown to remain.

E9.2.3 Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.

E9.2.4 Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.

E9.2.5 Excavation should be coordinated with the new paving surfaces and sodding so as not to leave open excavation areas subject to ponding water.

E9.2.6 Where fill is required to bring the subgrade up to the proper subgrade elevation use compacted clay fill, sloped to match the finish grade elevations. Fill below newly sodded areas shall be installed to the respective subgrade elevations.

E9.2.7 Compaction for all sub grade surface shall be 100 % Standard Proctor Density for below asphalt paved areas and 95% Standard Proctor Density for areas below new grass areas.

E9.3 Method of Measurement and Basis of Payment

E9.3.1 Method of Measurement shall be as follows:

- (a) General site demolition, excavation, and rough grading shall be measured on a lump sum basis for:

- (i) Item 1: "Walkway excavation and general site rough grading" on Form B: Prices.
- (b) Basis of Payment shall be as follows:

General site demolition, excavation, and rough grading will be paid for on a Lump Sum Basis on Form B: Prices. The amount to be paid for shall be for the full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E10. UNDERGROUND GRANULAR TRENCH

E10.1 This specification covers the supply and installation of new underground granular drainage trench to carry the rain water to existing manhole No. 1. See details 2-L2 for the construction detail and 4-L2 for the tie into the existing manhole.

E10.2 Materials

- (a) Drainage pipe: "Goldline" 100 mm dia. (4") perforated drainage pipe, complete with fittings and polyester sock or approved substitute in accordance with B7.
- (b) Filter Fabric: Armtex 200, non-woven geotextile, or approved substitute in accordance with B7.
- (c) Limestone Backfill in Trench: 19 mm (3/4") diameter, clean limestone free of fine particles.
- (d) Limestone Cap over Trench Top: 6 mm (1/4") diameter, crushed limestone down.
- (e) Pipe insert into manhole: 150 mm dia. P.V.C.

Construction Method

- E10.3 The Contractor shall install an underground granular drainage trench on the south side of the new playstructure area, 3 metres from the new concrete edge around the playstructure, and as located on drawing detail 1-L2. The granular drainage trench shall be installed using laser or GPS guided equipment to achieve the invert grade elevations of the trench. If laser guided equipment is used to dig the trench, the receiving device must be mounted onto the backhoe arm.
- E10.4 Prior to installing the drainage channel stake the location and ensure the distances and clearances comply with the drawing layout shown on detail 1-L2. Notify the Contract Administrator of any conflicts.
- E10.5 The drainage channel is specified to be 400 mm (16") wide; however, the Contractor may install a wider trench to suit the excavation equipment bucket. Use of wider trenching equipment requires the approval of the Contract Administrator. If the trench is widened it shall be widened towards the outside of the soccer field. No additional payment will be made for installing a wider trench.
- E10.6 The preferred method of excavating the trench is after all the new topsoil has been placed on both sides of the trench, to a width necessary to support the excavation equipment. This will allow the geotextile fabric and stone to be retained by the topsoil on both sides of the trench, to the trench's final height, allowing the finished trench elevation to be achieved.
- E10.7 The preferred method of installing the trench is to continuously backfill the trench with the geotextile and stone as it is excavated, so there are no long areas of trench excavations open which would create a safety issue, when the Contractor is not on Site.
- E10.8 The trench shall be excavated to the invert elevations shown on drawing detail 1-L2. All trench elevation shall slope to the low point with is located by existing manhole No. 1 located west of the new playstructure location. The trench bottom shall be excavated with smooth bucket

equipment (no teeth), and all loose soil debris is to be removed from the bottom of the trench, prior to installing the filter fabric.

- E10.9 The entire trench base, walls and top shall be lined with filter fabric which has been rolled out lengthwise with the trench, with any seams spaced a minimum 30 metres apart, or further. Seams located lengthwise along the trench shall be overlapped a minimum of 600 mm. Where the seam is located on the top of the trench it shall be overlapped a min. of 200 mm as shown in detail 2-L2. The top fabric should lay flat against the gravel and not be kinked or buckled into protruding higher ridges.
- E10.10 Where the new weeping tile pipes meet the existing manhole, it shall be installed to the new invert elevations shown on drawing 1-L2.
- E10.11 The Contractor shall connect 100 mm dia. weeping tile to the weeping tile leads running out of the play structure area, which were previously installed by Prairie Rubber Surfacing. New weeping tile can be installed in 150 mm wide trench. Use insert fittings to connect the existing play equipment pipes/lines. Ensure positive slope down to the new underground granular trench and connect to the underground granular trench weeping tile line with "tee" fittings. The new weeping tile line from the play structure area to the underground granular trench can be backfilled with compacted sand. Keep sand down 75 mm from finish grade elevations to allow for 75 mm depth of topsoil and sod.
- E10.12 Provide a connection into the existing manhole for a 150 mm dia. x 1.2 metre long, P.V.C. sleeve. Installed through the manhole concrete wall by drilling a hole slightly larger than the outside of the pipe, through the concrete wall of the manhole, as shown in detail 4-L2. The Contractor shall install both weeping tile lines into the catch basin via separate holes in the catch basin wall. The opening around the P.V.C. sleeve shall be grouted to seal the opening on the outside P.V.C. sleeve.
- E10.13 Extend the new 100 mm dia. weeping tile from the underground granular trench a minimum 600 mm inside the P.V.C. sleeve. Install geotextile fabric completely around the outside the weeping tile to prevent any granular backfill from entering the P.V.C. sleeve and manhole.
- E10.14 The P.V.C. sleeve shall have a 300 mm long restrictor cemented into the pipe as per detail 4-L2. Size of restrictor is shown on the drawing detail.
- E10.15 The top of the underground granular drainage channel filter fabric shall be covered with a layer of 6 mm crushed limestone down. The depth of limestone must not be under 20 mm thickness or over 35 mm thickness. The preferred method/time to install the limestone topping is after the sod has been installed, to prevent dirt from contaminating the new gravel. The fabric must be cleaned of any dirt debris before installing the gravel, either by sweeping it clean or using a leaf blower. The finished layer of gravel shall be raked smooth and lightly compacted by passing a vibratory plate compacted over it.
- E10.15.1 Method of Measurement shall be as follows:
- (a) Underground granular trench shall be measured on a per lineal metre basis.
 - (b) Basis of Payment shall be as follows:

Underground granular trench, connection of new weeping tile lines from the playstructure area to the new trench and tie into the existing manhole will be paid for on a Lump Sum Basis or per lineal metre basis as identified on Form B: Prices. The amount to be paid for shall be for the full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.
- E10.16 Method of Measurement and Basis of Payment
- E10.16.1 Method of Measurement shall be as follows:
- (a) Underground granular trench will be measured as follows for the three distinct areas of work:

- (i) Underground granular trench will be measured on a per lineal metre basis. The cost shall be indicated in Item 7: "Supply and install new 400 mm wide underground granular trench" on Form B: Prices.
- (ii) Connecting the new weeping tile lines from the new playstructure installed weeping tiles, to the new underground granular trench weeping tile, will be measured on a per lineal metre basis. The cost shall be indicated in Item 8: "Connect 4 weeping tile lines from playstructure area to new underground granular trench" on Form B: Prices.
- (iii) Tying the new underground granular trench into the existing manhole will be measured on a lump sum basis. The cost shall be indicated in Item 9: "Tie new underground granular drainage trench into the existing manhole" on Form B: Prices.

E10.16.2 Basis of Payment shall be as follows:

Underground granular trench, connection of new weeping tile lines from the playstructure area to the new trench, and tie into the existing manhole will be paid for on a Lump Sum Basis or per lineal metre basis as identified on Form B: Prices. The amount to be paid for shall be for the full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract

E11. MULTI-FLOW UNDERGROUND DRAINAGE CHANNEL

E11.1 General Description

E11.2 This specification shall cover the supply and installation of an underground pipe drainage system as located on drawing 1-L2 and as per detail 3-L2.

E11.2.1 Material

(a) Drainage Pipe

- (i) Drainage pipe shall be Multi-Flow or approved substitute in accordance with B7. Multi-Flow pipe shall be 300 mm (12") wide strips. Use manufacturer approved fittings for use with Multi-Flow pipe connections.
- (ii) The drain conduit shall be of flexible, prefabricated, rounded rectangular shaped, composite product. The drain conduit will be wrapped with a non-woven geotextile and will be a non-woven needle-punched construction and consist of long-chain polymeric fibres composed of polypropylene, polyethylene or polyamide. The fibres will be oriented into a multi-directional stable network whereby they retain their positions relative with each other and allow the passage of water as specified. The fabric will be free of any chemical treatment or coating, which reduces permeability and will be inert to chemical commonly found in soil. The geotextile will conform to the following minimum average roll values.

| | | |
|--------------------------------|-------------|----------------|
| Weight | ASTM D-3776 | 3.0 - 4.0 |
| Tensile Strength | ASTM D-4632 | 100 - 130 |
| Elongation % | ASTM D-4632 | 50 - 70 |
| Puncture, lb | ASTM D-751 | 35 - 60 |
| Mullen Burst, psi | ASTM D-3786 | 110 - 215 |
| Trapezoidal Tear, lb | ASTM D-4533 | 40 - 42 |
| Coefficient of Permeability | ASTM D-4491 | .2 - .4 cm/sec |
| Flow Rate, gpm/ft ² | ASTM D-4491 | 100 - 140 |
| Permittivity, 1/sec | ASTM D-4491 | 1.3 - 2.0 |

| | | |
|-----------------------|-------------|---------------------------------|
| Apparent Opening Size | ASTM D-4751 | 60/70 Max. US Std Sieve Opening |
| Seam Strength, lb/ft | ASTM D-4595 | 100 |
| Fungus | ASTM G-21 | No Growth |

- (iii) The drainage core shall be made of a high-density polyethylene. The core shall be constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the drain. The geotextile shall function only as a filter. The core of the edge drain shall conform to the following physical property requirements.

(iv)

| | | |
|---------------------------|------------------------------------|------|
| Thickness, inches | ASTM D-1777 | 1.0 |
| Flow Rate, gpm/ft* | ASTM D-4716 | 29 |
| Compressive Strength, psf | ASTM D-1621 (modified sand method) | 6000 |
| Pipe Stiffness, pii | ASTM D-2412 | 100 |

* At gradient = 0.1, pressure = 10 psi for 100 hours.

- (v) Fittings
- (vi) The fittings used with the edge drain shall be of a snap together design. In no case shall any drainage product be joined without the use of the manufacturers connector designed specifically for the purpose. Cleanouts will be provided as indicated on the drawing.
- (vii) Outflow pipe shall be 100 mm dia. P.V.C.
- (b) Backfill for Trenches
- (i) Surface topping shall be coarse sand whose particle size is defined as less than 5% retained on a # 10 screen and less than 5% passing through a # 30 (US Std Sieve) In no case will more than 1% pass a # 60 screen.
- (ii) Trench backfill shall be 6 mm dia. clean stone and may be crushed granite, limestone, or round pea gravel.
- (c) Geotextile for trench lining
- (i) Armtec 200 or approved substitute in accordance with B7.
- (d) Piping under walkways
- (i) Shall be 100 mm rigid P.V.C. pipe.

E11.2.2 Methods

- (a) The Contractor is made aware the underground drainage system has one high point and the water is to drain north and south to eventually connect to the new underground granular trench weeping tile line, which further connects to existing manhole No. 1.
- (b) The Multi Flow drainage pipe shall be located in the low point of the land or swales in order to accept all water from the surrounding site. One continuous loop system will be installed around the outside of the new play structure area. One are will be located south of the playstructure, as located on drawing detail 1-L2 which arm is to drain an existing low spot of existing grass. Where the existing grass will remain ensure all excavated trench material is removed from the existing grass.
- (c) Where the new Multi-Flow line runs under the new asphalt sidewalk, ensure that rigid P.V.C. pipes are installed prior to the gravel base for the walkways being installed, and that the pipe is sloped to drain as per the drawings. Connect this pipe to the end outlet connections on both Multi-Flow pipe lines.
- (d) Contractor is to protect sub-drain from excessive weight during the duration of construction and to repair and make good any pipe collapsed prior to acceptance.

- (e) Fittings for the drain will be installed in accordance with the manufacturer's recommendations and Specification.
- (f) Any damaged edge drain or outlet lateral will be replaced or repaired by splicing in an undamaged section of drain at the Contractor's expense. The repair must be in accordance with the manufacturer's specification and to the satisfaction of the Contract Administrator.
- (g) The geotextile fabric wrapping the trench walls shall be folded over the top of the trench, 50 mm below the finished grade elevations and all excessive fabric trimmed off. This is typical for the fabric on both sides of the trench. Upon completion the top of the granular trench will be covered with 2 layers of geotextile.
- (h) Install a 50 mm depth, 150 mm width of sand topping flush with the top of the existing grass or new sod.

E11.3 Method of Measurement and Basis of Payment

E11.3.1 Method of Measurement shall be as follows:

- (a) Multi-Flow Underground Drainage Channel will be measured on a per lineal metre basis for the following items:
 - (i) Item 10: "Supply and install new Multi-Flow drainage lines" on Form B: Prices;

E11.3.2 Basis of Payment shall be as follows:

Multi-Flow Underground Drainage Channel will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for the trench excavation, geotextile liner, Multi-Flow Pipe, rigid P.V.C. pipe, granular backfill, and sand topping.

E12. TOPSOIL AND SOD

E12.1 Description

- E12.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3510-R9, CW 3520-R5 and CW 3540-R5. The Contractor shall install mineral sod and a minimum 75mm compacted thickness of topsoil, as indicated on the drawings.
- E12.1.2 This project involves sodding in two distinct areas, one requiring imported topsoil and one using existing salvaged topsoil, and allowances for each type/area have been identified in the unit price forms:
 - (a) There is a number of existing old shrub/planting beds which contain approx. a 350 mm depth of topsoil, which surface of the planting beds is generally 50 mm to 150 mm above surrounding grass areas. Most of these old planting beds or weed covered or grass covered. The surface vegetation in these areas is to be removed and the excess soil lowered so that new sod can be installed flush with the surrounding sod. Drawing 2-L1 shows the location of the planting beds which are to be adjusted and the allowance in the bid documents for the amount of sod for each location. The sodding allowance does not factor in any sodding quantities for areas under new walkways or where the grade elevations will be substantially raised around the walkway or play equipment areas. The Contractor does not need to import topsoil for a base under the sod for these areas, provided they rototill and rake the soil level to accept the new sod.
 - (b) All other site areas will require the standard 75 mm depth of imported topsoil before placing the sod.
- E12.1.3 The Contractor shall install topsoil and sod to the full limit of Site construction including repairs to all areas outside the limit of grading as a result of their construction operations. Where new sod meets existing sod it shall be cut into the existing sod to meet flush.

E12.1.4 The topsoil depth below the sod shall be minimum 75 mm depth for the areas around the playstructure area and walkway areas.

E12.1.5 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.

E12.2 Method of Measurement and Basis of Payment

E12.2.1 Method of Measurement shall be as follows:

(a) Sodding and imported topsoil will be measured on a square metre basis for two distinct areas of sod:

(i) Item 4: "Supply and install sod on existing shrub beds c/w lowering the existing topsoil grade, and thirty day maintenance. No imported topsoil is required" on Form B: Prices.

(ii) Item 5: "Supply and install sod, and thirty day maintenance for areas not located over top of old planting beds." on Form B: Prices.

(iii) Item 6: "Supply and install 75 mm depth of imported topsoil (for new areas of sod, not located over top of old planting beds)." on Form B: Prices.

E12.2.2 Basis of Payment shall be as follows:

Sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total area, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E13. SITE FURNITURE

E13.1 Description

E13.1.1 This specification shall cover the supply and install the one waste receptacle. The Contractor must purchase this equipment from the manufacture, and install the same.

E13.2 Materials

E13.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E13.2.2 Waste Receptacle shall be as manufactured by Alpha Products Inc. or approved equal in accordance with B7, Alfa Maxi 30, sandstone colour container, green coloured lid, 915 mm (36") diameter x 2440 mm (96") height, with standard Maxi lid. For information contact: Equinox Industries tel: 1-800-665-7487.

E13.2.3 Backfill and granular base for waste receptacle shall be 3 mm – 9 mm round pea gravel stone.

E13.3 Construction Methods

(a) All Work shall be installed as per the manufacturer's recommendation.

(b) The location of the waste receptacle will be field located.

(c) See drawing detail 8-L1 for typical installation detail.

(d) Set container on a 150 – 300 mm depth of pea gravel which has been levelled flat.

(e) Container shall be placed in a hole which is 300 – 450 mm wider around the entire container.

(f) Backfill pea gravel around the container in lifts which are placed equally around the entire container to prevent the container from shifting or deforming out of round shape.

(g) Ensure container remains plumb.

(h) Install interior bags and lid. Install City supplied padlock to secure lid in place.

- (i) Repair sod damage with geotextile fabric over top of pea gravel and min. 200 mm depth of topsoil and sod.

E13.4 Method of Measurement and Basis of Payment

E13.4.1 Method of Measurement shall be as follows:

- (a) Site Furniture will be measured on a per unit basis for the following items:
 - (i) Item 11: "Supply and install inground waste receptacle" on Form B: Prices;

E13.4.2 Basis of Payment shall be as follows:

Site Furniture will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E14. ASPHALT PAVING

E14.1 This Specification shall amend and supplement City Specification CW 3110 Sub Grade, Sub-Base, and Base Course Construction and CW-3410-R12 Asphalt Concrete Pavement Works. The Work under this section is for the supply and installation of the new asphalt walkway and granular base.

E14.2 The walkway location is shown on drawing detail 1-L2. The walkway is to be constructed to the City of Winnipeg standard construction detail SCD-648 Parkway Path Asphalt.

E14.3 Materials

- (a) Geotextile shall be non- woven, Armtex 200, or approved equal as per section B7.
- (b) Sub-Base course shall be 50 mm crushed limestone down, installed to 150 mm depth.
- (c) Base course shall be 19 mm crushed limestone down, installed to 50 mm depth as specified on the drawings.
- (d) Asphalt paving shall be Type A, mix for parking lot surfaces, and be installed to min. 75 mm thickness.

E14.4 Construction Methods

- (a) Install material to the depth and design elevations indicated on the Construction Drawings. Install only on clean unfrozen surface, properly shaped and compacted. Place the material using methods which do not lead to segregation or degradation of aggregate.
- (b) Contractor shall slope walkway up at maximum 5% (20:1) slope at play equipment edging locations to allow for accessibility of wheelchairs to play equipment areas.
- (c) The main length of the asphalt paved walk shall be installed to the full 3.0 metre width without any seaming. The Contractor shall use suitable sized equipment to install the main walkway with one pass. Seams are only permitted for wider areas of asphalt paving by the play structure area and connection to the Grant Avenue City walk connection location.
- (d) Asphalt paving shall meet flush with top of new concrete edge around the play equipment, to allow for wheelchair accessibility onto the new play area rubber surfacing.
- (e) Prior to installing the granular base the Contractor shall install the two (2) P.V.C. pipes for the Multi-Flow drainage system to be installed under the walk location.
- (f) The granular base shall be installed a min.300 mm wider that the width of the asphalt paving on both sides of the asphalt walkway. The granular base shall be compacted to 100 percent proctor density.
- (g) The finished surface is to be within plus or minus 10 mm of established grade and cross section, but not uniformly high or low. Any surface irregularities shall be corrected by loosening and adding or removing material until surface is within specified tolerance.

- (h) Walkways shall have a minimum 1% and maximum 2% cross slope installed on them so as not to pond water over the full walk width. Install cross slope in direction of drainage where existing land slopes.

E14.5 Method of Measurement and Basis of Payment

E14.5.1 Method of Measurement shall be as follows:

- (a) Granular base and asphalt paving will be measured on a square metre basis as follows:
 - (i) Item 2: "Asphalt walkway granular base: 200 mm depth granular and geotextile fabric" on Form B: Prices.
 - (ii) Item 3: "Asphalt paving: 75 mm thickness." on Form B: Prices.

E14.5.2 Basis of Payment shall be as follows:

Granular base and asphalt paving will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total area, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.