1.1 GENERAL

A. WORK

The term “Work” includes all labor, materials, equipment and services required of the CONTRACTOR, as shown, described or inferred in the Contract Documents.

The CONTRACTOR is only to use its own forces and/or OWNER/CONSTRUCTION MANAGER approved sub-trades to undertake the Work. The CONTRACTOR may not sub out further work without the prior written consent of the OWNER, such consent to be granted at the discretion of the OWNER.

B. WORK, LICENSES, PERMITS AND INSPECTIONS

The CONTRACTOR agrees to do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal, provincial and federal laws and codes pertaining thereto and to the satisfaction of the OWNER. The CONTRACTOR further agrees to obtain all licenses required in connection with his work and to inform the site superintendent of the date and time work will be ready for inspection as well as nature of the inspection.

C. LIABILITY INSURANCE

The CONTRACTOR shall provide and maintain, at his expense, a minimum of $2,000,000 general liability insurance against claims made for damages for personal injury or property damage by reason of anything done or not done by the CONTRACTOR, its employees or agents, in connection with the performance of this Agreement. Proof that the OWNER and the CONSTRUCTION MANAGER are named insured is required upon successful awarding of the contract.

D. WORKSAFE B.C.

At any time during the term of this Contract when requested by the OWNER, the CONTRACTOR shall provide such evidence of compliance by himself and any or all of his Sub-Contractors with all requirements with respect to payments and rules and regulations due under the Workers’ Compensation Act. The CONTRACTOR shall conduct weekly safety meetings and supply appropriate paperwork to the Site Superintendent as required by WorkSafe B.C.

E. GENERAL SITE MAINTENANCE

1. Cardboard to be crushed and placed in appropriate bin.

2. The CONTRACTOR shall clean up, remove, and dispose of all debris associated with this work to the bin provided by OWNER. Maintain cleanliness of the property at all times.

3. All work, including start-up of equipment, is to be performed during regular working hours as per the City of Surrey bylaws.

4. It is the intent of this contract to be complete and functional in all respects meeting all applicable codes and requirements and to the final approval of local governing authorities having jurisdiction;

5. The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by his own work forces;

6. The CONTRACTOR shall be responsible for the repair and/or replacement of any protected trees damaged by his own work forces.

7. The CONTRACTOR shall be responsible for WHMIS compliance and enforcement as it relates to this scope of work.

F. GENERAL RESPONSIBILITIES
1. The Contractor is responsible to familiarize himself with the site and point out any potential problems before starting the job.

2. The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Project Schedule, as revised from time to time by the CONSTRUCTION MANAGER.

3. Upon award of this contract, the CONTRACTOR shall provide certification of WorkSafe BC registration and good standing, and current letter of clearance. Provide WorkSafe BC letters of clearance on a monthly basis thereafter.

4. Provide all necessary equipment and flagging personnel required for off-loading handling and distribution of the CONTRACTOR’s materials.

5. Provide additional labour, including safety personnel, for overtime and Saturday work as required from time to time to comply with Project Schedule at no additional cost to the OWNER.

6. Provide all necessary temporary facilities necessary to carry out this work. Obtain permission from the CONSTRUCTION MANAGER prior to locating any temporary facilities on site. Erection of any sign on the site by the CONTRACTOR or its Sub-Contractors is not allowed without permission from the OWNER and CONSTRUCTION MANAGER.

7. Cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the CONSTRUCTION MANAGER.

8. Provide a certified Trade Safety Coordinator as required by City of Surrey bylaws. Provide certification of qualification to the Construction Manager.

9. Comply with all requirements for safety procedures, reports, and meetings in accordance with applicable regulations, bylaws, and safety programs.

10. The CONTRACTOR agrees that the OWNER is not responsible for fire, theft, loss and/or vandalism of any of the CONTRACTOR’s tools, equipment, materials, supplies and/or work in progress.

1.2 WATERPROOFING REQUIREMENTS

A. To supply all labour, materials, supervision and equipment for the suspended slab waterproofing application as per Architectural drawings, latest revision.

B. All work shall be in accordance with the requirements, direction and specifications of the OWNER’s building envelope consultant, Aqua-Coast Engineering Ltd. It is the CONTRACTOR’s responsibility to familiarize himself with this consultant’s specifications and requirements.

C. All work shall be performed in accordance with contract documents, specifications and drawings, and all relevant codes, regulations and requirements as deemed necessary by the City of Surrey and the Province of British Columbia.

D. The CONTRACTOR confirms that he is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledges that the OWNER is relying on this expertise.

E. The work shall include, but shall not necessarily be limited to, the following:

1. The CONTRACTOR shall supply and install to the suspended slab either a two-ply fully reinforced hot rubberized asphalt waterproof membrane slab or an approved torch-on waterproof membrane. All material and application is to be to the satisfaction of the OWNER’s building envelope consultants.
2. The CONTRACTOR shall supply and install a rolled roofing protection sheet over waterproofing membrane. Such protection sheet is to be permanently fastened so it cannot be displaced by weather conditions or by other means.

3. The CONTRACTOR shall apply the waterproofing membrane 12 inches up all suspended slab concrete and/or frame walls and all other up-stands, as may be required.

4. The CONTRACTOR shall apply the waterproofing membrane 12 inches over the suspended slab perimeter edge that shall lap the exterior foundation wall damp proofing/waterproofing membrane.

5. The CONTRACTOR shall supply and install all required miscellaneous metal counter flashings to terminate the waterproofing membrane on concrete walls, stair shaft walls, air shaft walls etc.

6. The CONTRACTOR shall supply regular clean up and place all waterproofing material related debris in an on-site container;

7. The CONTRACTOR shall install the waterproofing membrane in accordance with all building codes and manufacturer’s recommended specifications.

8. The CONTRACTOR shall provide for the future building strata, a 5 year company guarantee and a 10 year membrane manufacturer’s warranty upon completion of the work.

9. The CONTRACTOR shall provide a telephone number and contact for 24 hour emergency service. If, after consulting with the homeowner, it is identified as an emergency situation, then service shall be provided within 24 hours.

10. The CONTRACTOR’s quotation shall form part of the contract, (Appendix D) as a reference only. Should there be any conflict between the terms and conditions of the contract and the CONTRACTOR’s quotation, the contract terms and conditions shall apply.