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, LICENCES, 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 the 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.

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. 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. 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.

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

3. It is the intent of this contract that all work performed by the CONTRACTOR is 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;

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

5. The CONTRACTOR shall be responsible for the costs of repair and/or replacement of any protected trees damaged by his own work forces.
6. 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. The CONTRACTOR shall provide all necessary equipment and flagging personnel required for off-loading handling and distribution of the CONTRACTOR’s materials.

4. The CONTRACTOR shall 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.

5. The CONTRACTOR shall 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.

6. The CONTRACTOR shall cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the CONSTRUCTION MANAGER.

7. The CONTRACTOR shall provide a certified Trade Safety Coordinator as required by City of Surrey bylaws and provide certification of qualification to the Construction Manager.

8. The CONTRACTOR shall comply with all requirements for safety procedures, reports, and meetings in accordance with applicable regulations, bylaws, and safety programs.

9. 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 LANDSCAPING

A. To supply all labour, materials, supervision, tools and equipment for the complete soft and hard landscaping as per the Emerald Heights Landscaping drawings dated August, 2010;

B. 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.

C. The CONTRACTOR confirms that he is a member of the BCNTA in good standing and shall be familiar and will comply with all landscape standards as put forth in the BCSLA/BCNTA guidelines - latest edition.

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. Work shall include (but not necessarily be limited to) the following:

   1. Carry out all required minor final grading as required to complete all hard and soft landscaping;
2. Submit an irrigation design prepared by an II ABC member, satisfactory to the Landscape Architect. Design proposals shall be submitted directly to the Landscape Architect prior to commencing work;

3. Supply and install all irrigation lines, risers, heads, controls and water connections, (electrical connection supplied by others), for a complete and full coverage multi zoned irrigation system;

4. Supply and install all paving stone for courtyard and patios as per plans and specifications including any necessary minor sub grading, filter material and all sand and gravel base, compacted to a minimum of 95% density;

5. Supply and place all filter cloth materials as and where required to the satisfaction of the Landscape Architect;

6. Supply, place and grade all required growing medium. This growing medium is to be to the complete satisfaction and approval of the Landscape Architect. No placement of growing medium without prior approval by the Landscape Architect.

7. Supply and install all specified pathways and common paver areas in accordance with plans and specifications to the satisfaction of the Landscape Architect. The trellis system as specified in the Landscape drawings is excluded from this contract.

8. Supply and install all specified planting materials including turf, trees and shrubs, all to the satisfaction of the Landscape Architect.

9. Ensure that all planting materials delivered to the site are healthy, well watered and prime specimens, all to the satisfaction of the Landscape Architect. Any plantings found to be distressed shall not be planted and shall to be removed for the project site;

10. Provide all necessary maintenance, including fertilizing and watering of lawn and plantings for a period of 30 days following substantial completion of all landscaping as certified by the Landscape Architect;