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 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. HEALTH & SAFETY PLAN

The CONTRACTOR acknowledges that he has read the Chysik Project Management Health and Safety Plan Manual and agrees with the content and the intent of the manual. In the interest of the health and safety of the site workers, the CONTRACTOR further agrees to comply with all aspects of the Chysik Project Management Health and Safety Manual as well as all Workers Compensation Act and WorkSafe BC regulations and requirements.

F. 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 Vancouver 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 WHMIS compliance and enforcement as it relates to this scope of work.

G. 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 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.

4. 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.

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

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

7. 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 EXCAVATION & SHORING

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

2. The CONTRACTOR is to provide all supervision, equipment, and labor to complete all excavation, trucking and off-site disposal as per the Architectural and Structural drawings, (latest revisions) including the shoring design and general notes, as prepared by EXP Services Inc.

   a. The CONTRACTOR is to excavate and dispose offsite of all bulk excavated material to 8” below the bottom of slab on grade elevation and insure it is taken to the CONTRACTOR supplied, legally permitted dumpsite.

   b. The CONTRACTOR is to provide detailed excavation to the base of all strip footings and pad footings as may be required by the forming contractor. All of this excess material is to be disposed of at the CONTRACTOR’s offsite dumpsite.

   c. The CONTRACTOR shall supply and place 1” to 1 ½” of gravel at the base of the detail excavation for strip footings and pad footings as required by the geotechnical and structural engineers.

   d. The CONTRACTOR is to excavate and trim for shoring in accordance with the geo-technical shoring plans and as may be required by the Geo Technical engineer and the OWNER.

   e. The CONTRACTOR is to provide on-site supervision at all times for all of their work to be performed.

   f. The Contractor shall provide ongoing site and street cleaning as required on a daily basis and as required by the site superintendent and to the satisfaction of the City of Vancouver regulations.
g. The CONTRACTOR is to provide traffic control for all of their related work and insure their work is schedule coordinated as required by the site superintendent.

h. The CONTRACTOR is to provide all weather temporary road access as required and high grade entry ramps into the underground parking excavation. Gravel materials for such temporary roads and/or entry ramps shall be supplied by the OWNER.

3. Excavation Exclusions

a. Excavation and removal of rocks or concrete in excess of one cubic meter in size.

b. Relocation of existing utilities conflicting with specified excavation.

c. Haulage and disposal costs resulting from the handling of contaminated soils and/or water.

d. Over excavation due to poor ground conditions.

e. The locating of any underground services.

f. Dewatering

G. SHORING

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

2. The CONTRACTOR shall provide all supervision, equipment, supplies, materials and labor to carry out the complete shoring as per the Architectural, Structural, Shoring and Civil drawings (latest revisions)

a. The CONTRACTOR is to supply and install/apply all shoring and related anchors and shotcrete as per the design drawings provided by EXP Services Inc. (latest revision).

b. The CONTRACTOR shall be responsible for all layout of the required shoring. The OWNER shall provide all survey pins as required.

c. The CONTRACTOR shall provide all required poly and mesh in accordance with EXP Services Inc. plans and specifications.

d. The CONTRACTOR shall supply and install all reinforcing steel as indicated on the shoring drawings.

e. The CONTRACTOR is to provide on-site supervision at all times for all of their work to be performed.

f. The CONTRACTOR shall provide adequate qualified and experienced man power to carry out this scope of work, and all work will be commenced and completed as per the Project Schedule, as revised from time to time by the CONSTRUCTION MANAGER.

g. All work is to be in strict accordance with all applicable codes, bylaws, and regulations.

h. The CONTRACTOR shall provide all necessary equipment and flagging personnel required for off-loading handling and distribution of his own materials.

i. The CONTRACTOR shall clean up, remove, and dispose of all debris associated with this work to a container provided by Owner or to a designated area of the site as directed by the site superintendent. The CONTRACTOR must maintain cleanliness of the property at all times.
j. 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 Owner.

k. 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 is not permitted without permission from the CONSTRUCTION MANAGER.

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

3. Shoring Exclusions

   a. Revisions that may be required by the Geo Technical consultant due to poor or unstable soil conditions.

   b. Casing and pressure grouting or the use of IBO anchors if required by Geo Technical consultant.