Appendix A

SCOPE OF WORK
CONCRETE SUPPLY
SCOTT HILL PROJECT

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 and permits required in connection with his specific 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, safety procedures and requirements.

F. GENERAL SITE MAINTENANCE

1. The CONTRACTOR shall clean up, remove, and dispose of all debris associated with this work to the disposal 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 all municipal/civic by-laws.

3. The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by his own work forces;
G. GENERAL RESPONSIBILITIES AND ACKNOWLEDGEMENTS

1. The CONTRACTOR is responsible to familiarize himself with the site and provide in writing to the CONSTRUCTION MANAGER any potential problems before starting the job.

2. The CONTRACTOR acknowledges that the Scott Hill project is a phased development. Phase 1 being 22 townhouse units in 4 buildings plus the amenity building and Phase 2 being 26 townhouse units in 5 buildings. The CONTRACTOR further acknowledges that the phases may start and proceed out of order and there could be a delay between the construction starts of the phases.

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 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.

5. 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.

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 Municipal/Civic bylaws and provide certification of qualification to the Construction Manager.

8. 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.

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

H. CONDITIONS OF CONCRETE SUPPLY

1. The SUPPLIER shall batch, mix and deliver to the site all concrete for the project as specified in the Structural Engineer’s structural plans including cast in place footings, walls, slab on grade, walks, patios etc.

2. The SUPPLIER shall liaise with the OWNER’s concrete pumping contractor and the OWNER’s concrete place and finish contractor to ensure concrete is delivered to the site in a timely manner so as to cause no delays to these contractors.

3. At the time of ordering, the Site Superintendent shall specify to the supplier, by numbered purchase order, the estimated number of meters required, the strength of the mix required, the intended use of the concrete and if the concrete is to be pumped.

4. The Supplier agrees that there will be a maximum time delay of one hour between batching of the concrete and the delivery to the site.

5. The Supplier agrees that no water shall be added to the concrete mix on site without approval of the Site Superintendent.

6. The Supplier agrees that should concrete delivered to the site, be found to be not as ordered and under strength, and in the opinion of the Owner’s structural engineer, not suitable for the purpose used, and is
structurally unsound, the Supplier shall bear all costs, including stripping and reforming, to remove and replace the under strength concrete with structurally sound concrete.

7. The Supplier shall provide the Site Superintendent with all delivery slips indicating the strength, quantity and time of delivery, for each concrete truck.

8. The Supplier shall take extreme care during the course of delivery of the concrete, not to damage any structure, curbs, sidewalks, hydrants, utility boxes, manhole covers, sewer connection/inspection pots or like items.

9. The Supplier agrees that the Contract Unit Prices include WCB assessments for all of the Supplier’s batching and delivery labour.

10. The Supplier SHALL indemnify and save harmless the Owner and the Construction Manager from and against all legal claims and actions or liens related to this contract, made by parties such as sub-contractors, employees or suppliers of the Supplier.

11. The Supplier shall supply proof of all perils indemnification insurance in the amount of One Million Dollars ($1,000,000.00) with a deductible of not more than Five Thousand Dollars, ($5,000.00). Such insurance is to be in place from commencement of the supply until completion of supply.

12. The Supplier agrees to exercise care not to damage work or materials of the Owner and other contractors or suppliers. All costs to replace or repair such damage will, at the discretion of the Construction Manager, be charged back to the Supplier if responsible for such damages.

13. Time is considered to be of the essence and the Supplier agrees not to cause delays to the Owner’s schedule of construction.