Appendix A

SCOPE OF WORK
CERAMIC TILES
KINGSWAY PROJECT

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 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. The OWNER and the CONSTRUCTION MANAGER are to be named insured. Proof of such insurance must be submitted with the CONTRACTOR’s first progress draw invoice.

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 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. 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 Vancouver bylaws.

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 repair and/or replacement of any protected trees damaged by his own work forces.

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. 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 WCB and the City of Vancouver bylaws. Provide certification of qualification to the CONSTRUCTION MANAGER.

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.

10. 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;

11. 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.

1.2 CERAMICS

A. The Contractor shall supply all required expertise, labor, tools, equipment, materials, and services required to provide all ceramic tile installations, including the three main floor washrooms and common areas, in accordance with the approved plans, specifications, interior finish schedules, tile layouts, Provincial and Municipal codes and regulations and satisfactory to the OWNER and CONSTRUCTION MANAGER.

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

1. The CONTRACTOR shall carefully inspect all floor and wall surfaces to be tiled for square, level, fastening and condition prior to installing and/or applying the contract materials to ensure the surfaces provided are sufficient and satisfactory to provide a high quality finished product free from defects. The Contractor is to immediately report any substandard surface to the site superintendent and not is not to proceed until the defect is corrected in accordance with acceptable standards.
2. The CONTRACTOR acknowledges that the floor tile subsurface for the project shall be concrete on the 1st floor, (commercial area washrooms), and Gypcrete on the other floors.

3. It is the intent of this contract that all tile installation by the CONTRACTOR, is to be carried out in a high quality, neat and workmanlike manner in accordance with industry standards.

4. The CONTRACTOR confirms that all tile materials, mastics, grouts, edging, caulking and clean-up shall be of a high standard of quality and workmanship shall also be to a high standard and will be satisfactory to the OWNER and the site superintendent.

5. A consistent tile dye lot should be supplied to the overall project. If more than one dye lot is used, a record will be kept by this CONTRACTOR of which tile dye lots have been installed in each unit;

6. The CONTRACTOR shall provide to the OWNER as part of this contract, a minimum of 12 pieces of each type and dye lot of tile used in the project for future repairs;

7. The CONTRACTOR agrees to provide “extras” or “revisions” to the contract at the CONTRACTOR’S cost plus 10%.

8. The CONTRACTOR agrees that no changes or revisions shall be made to the standard finishing materials or tile layouts unless a change order or purchase order has been issued for all such changes or revisions.

9. All work shall be scheduled in accordance with general jobsite progress and/or as directed by the CONSTRUCTION MANAGER.

10. The CONTRACTOR shall take extreme care not to scratch, stain or damage adjacent surfaces with tile, cement, mortar, mastics and/or grout. Costs of damage repair and/or replacement caused by the CONTRACTOR may, at the discretion of the OWNER, be charged back to the CONTRACTOR.

11. The CONTRACTOR shall neatly caulk ceramic areas between the ceramic and tubs, showers and counter tops with a color matched, high-grade silicon material. Tubs shall be filled with water prior to caulking.

12. 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.

13. The Contractor shall prepare surfaces for, and install all tiles in accordance with all T.T.M.A.C. recommendation and standards.

14. The CONTRACTOR’s quotation shall form part of this contract, (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.