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/or permits 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. 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. 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.

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 all civic by-laws;

3. The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by his own work forces;
4. The CONTRACTOR shall be responsible for the repair and/or replacement of any protected trees damaged by his own work forces.

G. RESPONSIBILITIES

1. The CONTRACTOR shall familiarize himself with the site and is responsible to point out any potential problems and/or concerns concerning his work before starting the job;

2. The CONTRACTOR shall supply and maintain all required temporary lighting and/or extension cords required to perform his work. The OWNER shall provide an electrical service within 200 feet from the CONTRACTOR’s work area;

3. The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided by the CONTRACTOR 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;

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

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 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. 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.

8. The CONTRACTOR shall provide a certified Trade Safety Coordinator as required by WCB and the City of Surrey 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. The CONTRACTOR agrees that the intent of this contract 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;

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;

12. The CONTRACTOR shall acknowledge that the CONTRACTOR’s quotation shall form part of this Contract, (Appendix D) as a reference only and that 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.

1.2 FORMING

A. The CONTRACTOR shall provide all required concrete forms, supervision, labour and materials (except dimension lumber), including hardware and equipment for the complete foundation forming for the project as per the Architectural and Structural drawings, (latest revision).
B. The work shall include, but shall not necessarily be limited to, the following:

1. The CONTRACTOR shall provide all site layout for the building footings and foundation walls and all required pour strip elevations in accordance with the Architectural plans. The OWNER shall provide offset building survey pins and an elevation grade stake;

2. The CONTRACTOR shall supply all labour, materials, tools and equipment, as specified in 1.2 FORMING item A, to construct the forms for all buildings including electrical rooms and entry/deck posts as indicated on the Architectural and/or Structural plans;

3. The CONTRACTOR is to assume that forming will be required for up to 3’6” high foundation walls only;

4. The CONTRACTOR shall supply a forklift and qualified operators for all framing related work for material handling and disposal;

5. Footing and wall dimensions shall be as specified in the BC Building Code or by the OWNER’S structural engineer and shall be verified with the superintendent prior to work commencing;

6. The CONTRACTOR shall install all required reinforcing steel, supplied by the OWNER, in the footings and walls to the satisfaction of the structural engineer as indicated on the Thomas Leung Structural drawings page S-2.1 detail 5;

7. All mechanical and electrical block outs are to be formed as required by the related trades and as specified by the site superintendent;

8. Formwork shall be tightly constructed to minimize leakage of concrete through form joints;

9. Formwork shall be properly braced prior to pour, to ensure a straight, plumb, level and safe pour;

10. The CONTRACTOR shall place and finish all concrete for the footings, walls and columns. The concrete and concrete pump shall be supplied by the OWNER;

11. The CONTRACTOR shall place all required anchor bolts and/or saddles as indicated on the Structural drawings and/or as directed by the site superintendent;

12. The CONTRACTOR shall refuse to place any concrete that in his expert opinion, is “hot” and/or unsuitable for the purpose intended. The Contractor shall immediately notify the site superintendent of any such unsuitable concrete;

13. Following the necessary concrete curing time, the CONTRACTOR shall strip all footing forms, wall and column forms;

14. The CONTRACTOR shall, following the stripping of the foundation forms, thoroughly clean the foundation, excavation and the site area of all debris, scrap, garbage or refuse left by the Contractor’s work force during the course of forming, and place all such materials in the OWNER supplied disposal on site bin or as directed by the site superintendent;

15. The CONTRACTOR shall ensure to use all OWNER supplied materials in an economical manner to minimize waste. Such material is to be cleaned, have nails pulled and neatly stacked in a site location as directed by the site superintendent;

16. All exterior form tie holes above the finished grade elevation are to be solid grouted flush with wall surface. Protruding form ties shall be snapped off after the concrete has set, usually 48 hours to prevent loosening of the ties. Defects in the exterior wall above grade concrete including honeycombing shall be patched;
17. The CONTRACTOR is responsible to provide on-site supervision at all times for their workers and will work directly with the site superintendent to insure optimum scheduling and workmanship.

1.3 FRAMING:

A. The Contractor shall supply all required expertise, labor, tools, equipment, nails and services required to provide the complete framing in accordance with the plans, architectural details, specifications and, Provincial and Municipal codes and regulations and satisfactory to the OWNER.

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

1. The CONTRACTOR shall supply all labour for the complete framing ready for drywall, roofing, and interior and exterior finishes including the installation of all windows, exterior doors, roof line build outs, fascia board, furring of columns, backing, interior stairs, joisting and sheathing for exterior decks and all required backing for other trades;

2. The CONTRACTOR shall supply a forklift and qualified operators for all framing related work for material handling and disposal;

3. The CONTRACTOR shall supply of all labour to frame and place walls, frame floors and frame the roof using trusses supplied by the OWNER;

4. The Roof Trusses shall be delivered to the site and hoisted onto the top plates by the Roof Truss supplier. The CONTRACTOR shall provide all supervision for the placement and labour for handling and setting up of the roof trusses;

5. The CONTRACTOR shall provide all required labour to frame all shear walls in accordance with plans and the structural engineer’s direction;

6. The CONTRACTOR shall familiarize himself with the project mechanical and electrical drawings to ensure adequate provisions are made in the framing for these trade requirements;

7. The CONTRACTOR shall construct all necessary bulkheads, block-outs, drops ceilings, drops, vents, furring and chaises, etc. as required for individual units, for the electrical, mechanical, ventilation and drywall sub-trades. All bathrooms and powder rooms to have dropped ceilings;

8. The CONTRACTOR shall provide all necessary backing required for drywall, bathroom hardware, stairs, handrails and fire stop blocking;

9. The CONTRACTOR shall install all exterior door frames and insure they are installed plumb and square;

10. The CONTRACTOR shall install all windows and patio doors in accordance with the manufacturer’s instructions and specifications. The CONTRACTOR shall, at the direction of the site superintendent, install selected windows backwards to enable removal of the window for loading of drywall;

11. The CONTRACTOR shall construct all interior stair with treads glued and securely fastened to insure NO SQUEAKS;

12. The CONTRACTOR shall supply labour to install all seismic hold-downs, brackets and shear walls as per the structural plans and the structural engineer’s requirements;

13. The CONTRACTOR shall supply all hand nails and power nails required for the framing;

14. The CONTRACTOR shall be responsible for all layout for the buildings and individual units;
15. The CONTRACTOR shall supply required labour for gluing and nailing of flooring sheathing material to the floor joists. Application of floor screws by others following drywall completion;

16. The CONTRACTOR shall utilize all lumber supplied by the OWNER in an efficient manner. Effort must be made to minimize waste. The CONTRACTOR shall be responsible for any additional material costs due to framing errors or wastage;

17. The CONTRACTOR shall take all reasonable precautions to ensure that all OWNER supplied material, equipment and hardware is stacked and maintained and/or stored securely in a manner to prevent or minimize loss, theft and/or deterioration;

18. The CONTRACTOR shall schedule all work in accordance with and as directed by the Site Superintendent. As time is of the essence, the schedule will be reviewed and/or revised from time to time and the CONTRACTOR shall make all reasonable effort to comply;

19. The OWNER will provide a site safety officer during regular working hours only. This CONTRACTOR must comply with all WorkSafe BC first aid requirements when working after hours and on weekends.