

February 15, 2017

To all Contractors

Dear Sir:

Re: Notice of Safe Work Practices When Working in the Vicinity of Utilities

The City of Burlington and the Region of Halton undertake numerous construction projects each year through outside Contractors and as well with their own forces when applicable. Contractors working for private owners also make up a portion of the activity seen throughout the City. In all cases the contractors/workers are required to work in accordance with the Occupational Health and Safety Act (OHSA) and regulation complimented with their company's own internal safe work practices that extend beyond OHSA requirements.

The controlling utility (Burlington Hydro, Bell, Union Gas, Cogeco, etc.) must be advised of any conflict that impede the progress of construction projects. Unauthorized contact, regardless of the worker's qualifications, is not permitted without prior notification. Clearances are specified in OHSA. Backfill around an exposed utility is to consist of a minimum of 300 mm of sand. For specific burial requirement, Contractors are advised to contact the utility.

In all circumstances the controlling utility must be notified of equipment or worker conflicts. The utility will have a representative report to the site to assess the situation and provide instruction on how to proceed. Failure to follow this process could result in establishing a hazardous situation and harm to the worker and general public.

When a contact incident or accident occurs, the onus is on the General Contractor on site to report the incident or accident to the Ministry of Labour and to the local controlling authority.

We trust this notice to be sufficient in clarifying the City of Burlington's expectation and position on reporting.

Should you have any questions, please do not hesitate to contact me at 905-335-7600 ext. 7812.

Yours truly,



Scott Hamilton P. Eng., Manager of Design & Construction
Design and Construction
Capital Works



February 15, 2017

Dear Contractor,

Contractor performance is critical to the success of City Projects. Poor workmanship, unnecessary contract delays and unsafe work practices are not tolerated by the City's Project Management Staff.

To this end, the City of Burlington has adopted a Contractor Performance Evaluation system by which the Contractor's performance will be ranked at substantial completion of the project or more frequently if deemed necessary. The City's project team will complete the ranking. Once the ranking has been completed a copy of the Rating will be provided to the Contractor.

From this ranking will stem a recommendation to either:

- allow the Contractor to bid on future projects, or
- place the Contractor on two year probation, or
- to suspend the Contractor from bidding on any future contracts for a two year period, followed by a one year probationary period after re-instatement.

The Contractor may request a debriefing meeting within thirty (30) days following the delivery of the evaluation. The request in writing outlining comments or concerns with the rankings shall be sent to the City's Project Manager.

If the Contractor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Design and Construction and Manager of Purchasing , a further review by the City of Burlington Review Committee. The decision of the Review Committee shall be provided in writing and shall be final. It must also be noted that while overall performance is being evaluated, the City reserves the right to suspend a bidder for extreme or repeated inadequate grades on items A5, A6, A7, or A9.

A copy of the ranking sheet has been included for your information. If you have any questions regarding this process, please contact the undersigned by telephone or email, the numbers for which are noted above.



Contractor Performance Report

SECTION I CONTRACTOR DATA			SECTION II PROJECT DATA			
Report Type <input type="checkbox"/> Interim <input type="checkbox"/> Final	Tender Number : File Number:		Tender Title:			
Contractor's Name:			Legal Description of Project Property:			
Address		Phone #	Promised Working Days	Actual Working Days	Actual Start date	Actual Completion date
Project Principal	Site Superintendent		Contract award amount		Contract completion amount	
Brief Description of Work;						

SECTION III CONTRACTOR PERFORMANCE	
A - Administration/Management/Supervision	RANKING
1. Supervision and decision making, compliance with contract requirements	
2. Coordination and communication with own workers and subcontractors	
3. Submission of documents, reports, schedules, time cards, invoices.	
4. Adequacy, timeliness and the ability to maintain progress schedules	
5. Public safety and traffic control	
6. Compliance with all WSIB provisions	
7. Maintenance of employee safety standards	
8. Coordination and cooperation with Project Manager and City Staff	
9. Compliance Ministry of Labour regulations	
10. Relations with general public, other agencies & adjacent contractors	
TOTAL	
B - Quality of Work	
1. Adherence to plans, specifications and requirements of the contract	
2. Standards of Workmanship, ability to resolve issues	
3. Completion of final work and deficiencies	
TOTAL	
C - Progress of Work	
1. Completion of project within allotted time	
2. Scheduling and execution of schedule, delivery of timely service	
3. Efficient delivery of materials and supplies and/or equipment	
4. Operation and use of equipment, attention to WSIB & MOL regulations	
5. Housekeeping practices (clean, safe, organized site)	
TOTAL	
D - Equipment	
1. Condition, safety, reliability, suitability	
2. Maintenance, downtime due to maintenance issues.	
TOTAL	
GRAND TOTAL (A+B+C+D)	/ 60
Overall Performance Rating: (Please Circle)	<div>POOR Performance Points Totaling 0-29</div> <div>FAIR Performance Points Totaling 30-35</div> <div>AVERAGE Performance Points Totaling 36-49</div> <div>GOOD Performance Points Totaling 50-60</div>

RANKING KEY:

Non Compliance – 0

Below Expectations-1

In order to achieve a below expectations ranking, the contractor will have, on several or repeated occasions, been in contravention of the requirements of the contract. For example, they may, on a regular basis, not follow the direction of the project manager or fail to resolve issues brought forward to by the Project Manager in a timely manner. They have on occasion been confrontational to the Project Manager, Staff or disrespectful to the Public.

Any safety issues will be ranked below expectations.

Meets Expectations – 2

A meets expectations ranking means that the contractor has fulfilled all the duties and requirements of the contract in a timely and efficient manner. They follow the direction of the Project Manager, appropriately and conscientiously. They are professional in all dealing with their staff, City staff and the public. They resolve issues quickly and repetitive problems do not often occur. Their equipment and work methods are conducted safely.

Above Expectations – 3

This ranking is used when the contractor has exceeded expectations. When their work methods are above reproach and their dealings with public and staff are without issue.

***An explanation must be provided for any Poor, Good and High rating in Narrative Section (IV), (page 2)**

DISTRIBUTION:

Original: Capital Works

Copy: Departmental Project File

Copy: Contractor

SECTION IV - Narrative Rating**A Non Compliance** Enter comments which describe the contractor's overall performance and administration of the project**B Meets Expectations Elements** Enter comments which describe the contractor's overall performance and administration of the project**C Below Expectations Elements** Enter comments to substantiate any inadequate or below standard ratings.**D Above Expectations Elements** Enter comments to substantiate any superior ratings.**SECTION V Authentication and Review****This report has been objectively prepared based upon data contained in available project records.**

I have reviewed this report for objectivity and accuracy. I have provided a copy of this report to the rated contractor and I have advised the contractor that any appeal must be made in writing to the Manager of Design and Construction within 20 calendar days

Comments

Date provided to Contractor_____
Signature of Project Manager_____
Date Report Completed

RECOMMENDATION: based on the above data and comments, the overall performance recommendation for this contractor is:

- ☐ Approved to bid on future work
 ☐ Placed on two year probation where ability to bid projects will be limited and additional contract conditions will be incorporated.
 ☐ NOT recommended for future work (max period – 2 years with 1 year probation on re-instatement)



Ontario Regulation 191/11:
INTEGRATED ACCESSIBILITY STANDARDS TRAINING ACKNOWLEDGEMENT FORM
for Contractors and Third Party Providers to
The Corporation of the City of Burlington

Section 7 and Section 80.49 of Ontario Regulation 191/11 made under the *Accessibility for Ontarians with Disabilities Act, 2005* states that:

7. (1) Every obligated organization shall ensure that training is provided on the requirements of the accessibility standards referred to in this Regulation and on the *Human Rights Code* as it pertains to persons with disabilities to,
- (a) all persons who are an employee of, or a volunteer with, the organization;
 - (b) all persons who participate in developing the organization's policies; and
 - (c) all other persons who provide goods, services or facilities on behalf of the organization.

80.49 (1) In addition to the requirements in section 7, every provider shall ensure that the following persons receive training about the provision of the provider's goods, services or facilities, as the case may be, to persons with disabilities:

- 1. Every person who is an employee of, or a volunteer with, the provider.
- 2. Every person who participates in developing the provider's policies.
- 3. Every other person who provides goods, services or facilities on behalf of the provider.

We acknowledge and confirm that we are in full compliance with Section 7 and Section 80.49 of Ontario Regulation 191/11 (Integrated Accessibility Standards) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training. We will provide to the City any further documentation that confirms this training upon the request of the City.

We will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of our failure to comply with the Act.

Name of Contractor or Third Party Provider

Signature of Authorized Signing Officer

Printed Name of Person Above

Date

Corporate Health and Safety Standard for Contractor Safety

Constructor Identification Acknowledgement Form

This Form is required for all work classified as **Construction** (as defined in the Occupational Health and Safety Act), valued under \$50,000 exclusive of taxes. The City Representative must retain this form for 2 years after work completion.

The City requires this form to be completed in order to identify the “**Constructor**” for the construction project/work, and to ensure that the contracted party understands their roles and responsibilities under the Occupational Health and Safety Act (OHSA); namely, **the Constructor has sole responsibility for health and safety on the Project** (see Duties of a **Constructor**, Section 23 of the OHSA and all of the prescribed duties of a **Constructor** detailed in O. Reg. 213/91: *Construction Projects*, under the OHSA).

Duties of a Constructor: by signing below the Contractor/**Constructor** (named above) confirms they understand and have/will meet all duties of a **Constructor**, prescribed in the OHSA:

Constructors have the following key responsibilities, on the projects that they undertake:

- ensure that the measures and procedures prescribed by the OHSA and its regulations are carried out on the project;
- ensure that every employer and every worker performing work on the project complies with the OHSA and its regulations;
- ensure that the health and safety of workers on the project is protected, through diligent hazard assessment and control, applying the [Hierarchy of Controls](#);
- ensure that a health and safety representative or a joint health and safety committee is selected or established, when and as required;
- ensure that the Ministry of Labour, Immigration, Training and Skills Development is **notified of a project**, and any other notice related to the work, as prescribed (Regulation 213/91, Sections 6-7.1)
- ensure that the MLITSD is [notified of an accident, fatality or occurrence](#), when and as required by the OHSA (sections 51, 52, 53 and 53.1);
- ensure that every contractor or subcontractor receives a list of all designated substances present at the project before the prospective contractor or subcontractor enters into a binding contract for the supply of work on the project (if the presence or use of a designated substance could impact others near the project site, notify the City representative.);
- ensure that written emergency procedures are established for the project and posted;
- appoint a supervisor for every project at which five or more workers will work at the same time;
- ensure Form 1000 is completed and available at all times at the project (Regulation 213/91, Section 5); and
- if Hot Work on a project within a City facility is included in the scope of work, follow a hot work permitting system to address fire risk, in accordance with best practice standards (NFPA 51B or CAN/CSA-W117.2).

For a more information about **Constructor** duties, please refer to the [Occupational Health and Safety Act](#) and the [Regulation for Construction Projects \(O. Reg. 213/91\)](#). **Constructors** who are also employers, and Constructors who are also owners, have other duties under the Act and its regulations that must be fulfilled.

Duty of Project Owner: The City Representative must provide a list of any known Designated Substances present at the project site [OHSA 30 (1)].

Project/Construction Work to be Separated:

- The **Constructor** and the City Representative **must ensure** that the project/construction work area is identified with appropriate signage and **separated** from the rest of the facility (separation may be by time or space) by the use of one or more of the following:
 - Barriers
 - Construction hoarding
 - Fences
 - Scheduling the work when only project workers are present
- It is agreed that the **Constructor** (identified in this Form), has full care and custody of the **Construction Project** site. All direction at the project must occur through the **Constructor**.
- The City representative reserves the right to ensure the quality of work is achieved. Any concerns about quality or safety shall be directed to the **Constructor** to address. City employees will not be within the project site for any other purpose outside of determining Work quality. If safety issues are identified, the City representative will notify the **Constructor** immediately.

Agreement/Acknowledgment:

By signing below, the Contractor agrees that they are the **Constructor, as defined in the OHSA**, for this construction work and that the duties of the **Constructor** as per the Occupational Health and Safety Act (OSHA) will be followed by the party named as the **Constructor**.

☐ - **Compliance History:** By checking this box, I/we confirm that the Contractor named below has not had any convictions under the Occupational Health and Safety Act, or a workplace fatality in the last three (3) years. **Contractors who have had convictions or fatalities shall leave box unchecked and submit details of the convictions or fatalities to the City Representative (including causes and corrective actions).** Where convictions or fatalities have occurred, the City reserves the right to disqualify the Contractor.

It is also understood that the City of Burlington will still hold duties as the **Owner** and those duties as **Owner** (as prescribed in the OHSA) will be respected by the **Constructor**.

Contractor: _____
Telephone No.: _____
Site Supervisor: _____
Project Location (space): _____
Project Date/Duration (time): _____

Contractor Representative (**Constructor**): _____ Dated: _____

THE CORPORATION OF THE CITY OF BURLINGTON

D1 - AGREEMENT

THIS AGREEMENT made this ____ day of ____ 2025.

THE CORPORATION OF THE CITY OF BURLINGTON
(hereinafter called "the City")
OF THE FIRST PART

- and -

(hereinafter called "the Contractor")
OF THE SECOND PART

WITNESSETH

That the City and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

(a) A general description of the Work is:

Contract: ES-25-xx

(b) The Contractor shall, except as otherwise specifically provided, at his own expense, provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the Work set out in this Contract, and shall forthwith, according to the instructions of the Contract Administrator, commence the Works and diligently execute the respective portions thereof, and deliver the Works complete in every particular to the City within the time specified in the Special Provisions For Contract.

ARTICLE 2

The documents listed in this Article are all part of the Contract, and the terms and provisions thereof shall be of the same force and effect as if contained in this Agreement.

In case of inconsistency or conflict between any of the documents listed below, the provisions of such documents shall take precedence in the order listed, namely:

- (1) This Agreement
- (2) Addendum
- (3) Special Provisions
- (4) Contract Drawings
- (5) Standard Specifications
- (6) General Conditions
- (7) Form of Tender
- (8) Information for Tenderers
- (9) Ontario Provincial Standard Specifications - Amendments
- (10) Ontario Provincial Standard Specifications and Ontario Provincial Standard Drawings

ARTICLE 3

The Contractor shall not, without the consent in writing of the City, make any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.

ARTICLE 4

The City covenants with the Contractor that the Contractor, having in all respects complied with the provisions of this Contract, will be paid for and in respect of the Works the sum of

-----/100 dollars (\$-----).

and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the City may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 5

Where any notice, direction or other communication is required to be or may

be given or made by one of the parties hereto to the other, or to the Contract Administrator or to his/her agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Contract Administrator at the following address:

THE CITY:

The Corporation of the City of Burlington,
426 Brant Street
P.O. Box 5013
Burlington, Ontario
L7R 3Z6

THE CONTRACTOR:

THE CONTRACT ADMINISTRATOR:

City Representative,
The Corporation of the City of Burlington,
426 Brant Street, P.O. Box 5013
Burlington, Ontario
L7R 3Z6

ARTICLE 6

No implied Contract of any kind whatsoever by or on behalf of the City shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the City shall be the only covenants and agreements upon which any rights against the City may be founded.

ARTICLE 7

The Contractor declares that in tendering for the Works and in entering into this Contract, he has either investigated for himself the character of the Work

and all local conditions that might affect his Tender or his acceptance of the Work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the Work which might or could make the Work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the City or its officers or employees, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the City.

ARTICLE 8

This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

ARTICLE 9

The Contractor shall indemnify and save harmless the City from all losses, damages, expenses, actions, causes of action, suits, claims, demands, and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Contractor to comply with this Agreement or with the provisions of the Construction Lien Act or by reason of any action brought against the City pursuant to the Construction Lien Act and arising out of the performance of this Agreement by the Contractor, his servants, employees, agents, and subcontractors or arising directly or indirectly from anything done in connection with this Agreement, whether in performance of, outside of or contrary to this Agreement and whether or not in accordance with the City's standards, including without limiting the generality of the foregoing, paying all legal costs of the City on a solicitor and client basis, which may be incurred by the City in taking any action in connection with this Agreement which it deems necessary.

The contractor agrees that the City may deduct the aforestated costs, losses, damages and expenses from any holdback, payment or other amount owing to the Contractor and in addition, in respect of any construction lien, the City may pay, discharge, vacate and obtain and register a release of all charges, claims, liens and all preserved or perfected liens made, brought or registered pursuant to the Construction Lien Act which may affect any lands owned by the City, including public highways and road allowances and the City may deduct such costs from any holdback, payment or other amount owing to the contractor.

ARTICLE 10

The Owner may withhold any money for any defects, deficiencies or work not done and use the money to correct any defects or deficiencies or complete the work. Further, the contractor is responsible for all costs of the Owner in the event the Owner retains any experts or consultant to correct the defect or deficiency or complete the work.

ARTICLE 11

Counterparts and Electronic Signatures

This Agreement may be signed by the parties in counterparts and may be delivered by electronic communication and all such counterparts, taken together, will constitute one instrument.

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written, attested by the signature of their proper officers, as the case may be.

NAME OF CORPORATION (as per Corporate Seal)

AUTHORIZED SIGNATURE OF CORPORATION
I have authority to bind the corporation.

NAME AND POSITION HELD IN CORPORATION

THE CORPORATION OF THE CITY OF BURLINGTON

MAYOR, Marianne Meed Ward

CITY CLERK, Samantha Yew

Legal Department Appd. (Form only): _____

Authorized By: _____

Date: _____

Report # _____