

Contracted Services Program

Contracted Services Program is an effort by Lambton College to ensure all contractors retained by the College meet minimum health, safety, security, insurance and procedural requirements. Every effort has been made to cover all areas of foreseeable risk to ensure contractors exercise due diligence while working on Lambton College property.

Program

The Program consists of three parts:

Part 1: Contractor Prequalification

Part 2: General Conditions for Contractors/Sub-Contractors

Part 3: Training and Badge Requirements

Part 1: Contractor Prequalifications

The Occupational Health and Safety Act, applicable Regulations and best practices must be followed by all contractors while on College property.

Part 2: General Conditions for Contractors/Sub-Contractors must be read, understood, agreed to and signed off in order to become prequalified. The Prequalification Form (Step 2) must be filled out completely and accurately for consideration. The College reserves the right to request relevant supporting documentation as proof of eligibility. The College reserves the right to select and/or limit prequalifications.

Training and Badge Requirements

College issued identification badges are required to be worn by all contractors while working on College property. Badges are issued only to individuals that have completed the computer based “Contractor Safety Orientation” program and whose employer has successfully completed the “Contractor Prequalification Form” (Step 2).

The computer based “Contractor Safety Orientation” can be accessed via Lambton College’s Website. If computer access is unavailable to contractors the program may be completed in Facilities Management. Appointments are required to arrange training and must be booked through Facilities Management in advance. Each individual wishing to work on site must complete and supply proof of completion of the “Contractor Safety Orientation” prior to requesting a College ID badge.

Identification badges will be issued from Facilities Management on an appointment basis.

The College is not responsible for any costs associated in attaining prequalification.

Part 2: General Conditions for Contractors/ Sub-Contractors

This contract is to supply all labor, supervision, equipment and materials to complete the scope of work at the facilities as defined in a manner, which is acceptable to the College.

The general conditions that follow are for the protection of all workers and individuals working on the College's property or premises. The contractor must follow all directions provided by the College. Failure to conduct work in accordance with the terms and conditions as described herein may result in their removal from College property and/or termination of contract. The conditions contained herein may not cover all repair/ renovation/ construction work contracts or assignments. The contractor, however, must understand that the College's intention is to carry out all work in a safe and healthy manner and to meet all code and industry standards.

Every contractor and sub-contractor employed on site shall be pre-qualified and have read all the instructions herein, and agree to advise their employees and subcontractors in advance of performing any work or supplying any services.

Emergency Numbers

The emergency contact number for Lambton College Emergency Services is ext. 3333 from any internal phone. Emergency procedures can be found on the Lambton College website under Safety & Security. The contractor is responsible to obtain and have available at the area of work, all emergency contact information and telephone numbers for the location including Ambulance, Fire, Police, Ministry of Labour, Ministry of Environment, College Emergency Numbers and the phone number and address of the College/building where work is being performed.

A copy of the College's Occupational Health and Safety Policy and any other relevant and applicable materials (i.e. Occupational Health and Safety Act, Joint Health & Safety Committee minutes) are available on the College website.

Legislative Requirements

- a) The contractor shall comply with all current legislative requirements, including but not limited to, the Occupational Health and Safety Act, the Environmental Protection Act, the Ontario Building Code, the Ontario Fire Code and the Transportation of Dangerous Goods Act and all applicable regulations, codes and standards. In cases of any conflict between various provisions of the General Conditions, the more onerous health and safety requirement applies.
- b) The contractor shall complete a Notice of Project, where required, accept the role as "constructor" in law, and supply a copy to Facilities Management or their designate. The Contractor must ensure a copy, as required has been forwarded to the Ontario Ministry of Labour.
- c) All workers shall be trained, experienced, qualified and appropriately licensed to carry out their work in the province of Ontario.
- d) Where the scope of work affects the structure of the building, a list of designated substances for each facility must be included in the tender package listed as "Notification of Designated Substances Onsite". If this list is missing, the bidder shall obtain such a list from the College prior to submitting tender.
- e) Contractors must comply with the most current waste management legislation as required under the Environmental Protection Act for all construction and/or demolition work.

Responsibility of the Contractor/Sub-Contractor

The general contractor / sub-contractor shall have written health and safety policy and safe work procedures and must provide a copy to the College before the commencement of any work in the case of a new contractor.

The general contractor / sub-contractors are responsible for the health and safety of their employees. Prior to commencing work, the contractor shall appoint and identify one supervisor with accountability for the health and safety of their employees.

Prior to commencement and during any work, the contractor must inspect the area of work for any chemical or physical hazards or designated substances. If any are found, the contractor must notify the Facilities Management or their College contact immediately. No work shall commence or continue until these hazards have been deemed eliminated or controlled and the area is determined to be safe.

All contractors are responsible for all utility and service locates and related costs for the area in which they will conduct work.

Prior to commencing work involving more than four workmen and a supervisor, the contractor(s) shall hold a pre-job meeting where health & safety will be included on the agenda and shall invite the College representative.

1 | Work Site Location

- 1.1 It is the responsibility of the general contractor / sub-contractor to clearly demark the work site borders and areas not to be used by usual occupants of the building or grounds. The general contractor / subcontractor must at all times erect and maintain adequate fencing or barriers around all excavations, pits, and any other places of danger.
- 1.2 The general contractor / sub-contractor is responsible for all sub-trades, including payment of the same, necessary to produce a complete installation.
- 1.3 Power and water may be available from the site where approved, but these facilities shall not be altered for the contractor's use.
- 1.4 The general contractor / sub-contractor shall obtain approval from Facilities

Management for location of temporary buildings, temporary office, storage sheds and workshops as required by the work throughout the period of construction. The general contractor / sub-contractor must remove temporary buildings upon completion of the work and restore the property to the condition as found on commencement of the work.

- 1.5 The general contractor / sub-contractor and their employee(s) must be aware of the location of the College's Health & Safety Program. The contractor must provide a First Aid Kit and the name of the First Aid attendant for use by contractor employees.
- 1.6 The general contractor / sub-contractor must not use College property as an office, for the purpose of hiring staff or conducting business or personal affairs on any project.
- 1.7 Should any clause of any documentation of a project conflict, the most stringent at the College's discretion shall apply.

2 | Operation of Vehicles On College Property

- 2.1 Prior approval must be obtained from Facilities Management for vehicle parking. Trucks and all other vehicles shall proceed with caution with a maximum 30 km/h on College property. All trucks must be equipped with automatic back-up alarms.
- 2.2 The general contractor / sub-contractor must report to Facilities Management or their College representative at the beginning and end of each work shift to sign in and out.

3 | Tools and Equipment

- 3.1 The general contractor's / sub-contractor's equipment/tools must be in safe working condition, including required guards on tools and equipment and grounding devices. Operating manuals and maintenance records shall be available on request for all powered equipment.

3.2 Construction advertising signs are not permissible, except by prior written approval from Facilities Management.

4 | Propane Tanks

Propane tanks that are not in use must not be stored in College buildings. Propane cylinders shall not be changed indoors. Workers using propane must have certification and provide proof to the College upon request.

5 | Oxygen and Acetylene Cylinders

Oxygen and acetylene cylinders must be chained in the vertical position or be secured on a welding cart designed for this purpose. If not on a cart, the cylinder regulator must be removed and the cylinder cap on. Full and empty tanks are to be stored in separate signed areas.

6 | Natural Gas Piping

All work related to natural gas systems must be completed by a licensed gas fitter.

7 | Flammable Liquids

Flammable liquids must be stored in appropriate ULC approved metal safety containers with a flame arrestor and a spring-loaded cap. The contractor is responsible for the provision of proper storage containers and/or steel cabinet designed for that purpose. One day's supply of flammable liquid may be used without a steel flammable storage cabinet. However, dispensing containers for flammable liquids must be as described above and containers and dispensing equipment must be grounded and bonded. Dispensing must be done using mechanical ventilation or be done outdoors. Equipment and dispensing methods must conform to CSA B376-M1980 and Ontario Regulation 213/851.

8 | Controlled Products (WHMIS)

All controlled products must be WHMIS labeled before being brought onto College property. Material Safety Data Sheets for all controlled products must be available on site. The contractors are responsible for training their employees in the safe use and handling of all controlled products and proof of training must be provided as part of the Pre-Qualification or Badge Program.

9 | Personal Protective Equipment

The contractors are responsible to ensure that all employees wear personal protective equipment, as required, to work in a safe manner. Contractors must ensure that their employees are trained in the care, use and selection of this equipment.

10 | Fire Extinguishers

The contractor is responsible for providing fire extinguishers in the repair / renovation / construction areas and for ensuring that employees are trained in the use of extinguishers.

11 | Cigarettes, Alcohol and Illegal Drugs

Smoking is permitted on College property in designated smoking areas. Consuming alcohol or illegal drugs while working on College property is strictly prohibited. Persons appearing to be under the influence of alcohol or illegal drugs will be asked to leave the work site. The contractor must ensure that employees asked to leave are provided transportation home.

12 | Housekeeping

Contractors must keep work site areas clean and tidy. Nails in lumber must be removed. Materials must be laid down and piled safely and garbage must be placed in proper waste containers.

13 | Liability Insurance and Payments

The general contractor / sub-contractor shall:

- a) Secure and maintain, during the full term of this Contract, liability insurance coverage for the business to the extent of at least \$2,000,000 per incident and commercial general automobile liability insurance to the extent of \$2,000,000 per incident for all licensed vehicles provided. If the contractor has already such coverage on his business in the said amount, he shall not be required to place additional coverage. The College shall be designated as a named insured on any policy if requested.
- b) Enroll all workers, including all principals if so designated, and ensure all sub-contractor workers are enrolled under the Workplace Safety and Insurance Board and pay all assessments and premiums in connection therewith and do all things required of an employer under the said Act.

Where an independent operator, employer or executive officer provides on-site work, they must first have applied to and be deemed a worker by the Workplace Safety and Insurance Board or receive an exemption in writing from Facilities Management.

- c) Pay all employees' wages and salaries promptly. Pay for all materials promptly and shall indemnify and save harmless the College from all claims for Construction Lien as registered during the term of this contract or after the expiry date of the same, whether such lien is valid or not. The Contractor shall forthwith have the said lien removed from the title of the College's properties, or any part thereof, at the expense of the Contractor and the Contractor agrees to indemnify the College, against any damages and/or costs suffered or incurred by it as a consequence of the registration of any such lien.
- d) It shall be the contractors responsibility to ensure that all workers including owners designated as workers on the project abide by the Regulations for Construction Projects and the Regulations for Industrial Establishments under the Occupational Health and Safety Act, as well as any other health and safety standards that are applicable by law or established by generally accepted industry standards or by applicable industry associations.
- e) Payment shall be made by the College within 30 days upon receipt of properly certified invoices and completion of all details of the project to the satisfaction of the Facilities Management or College Representative. All payments are subject to holdback pursuant to the provisions of the Construction Lien Act.
- f) The amount payable to the contractor will not be increased or decreased by reason of any increase or decrease in the cost of equipment, labour, materials, taxes, or the wage.
- g) No variation from the work that may involve or will result in an addition to the amount of the contract or reduction of quality, shall be proceeded with until approval in writing has been obtained from the College.
- h) The contractor agrees to indemnify the College against any claims, fines and costs incurred by it as a result of the contractor or workers breaching the Occupational Health and Safety Act, applicable regulations, or any other statutory requirement herein, including costs incurred in preparing for and attending any hearings or trials in connection therein.

14 | Ladders, Scaffolds, Swing Stages, Vertical Man-Lifts

The contractors are responsible for training their employees in inspecting, erecting, and using scaffolds, ladders, swing stages and vertical man-lifts.

Ladders must extend 3 feet beyond the upper support. Ladders must be held by a worker on the ground or tied off if over 10 feet high. Formal training must be given to workers on the proper use of scaffolds, swing stages and vertical manlifts if used on the job. Equipment operating manuals and the required Professional Engineering documents must be available on site and produced upon request.

15 | Asbestos

Prior to commencement of any work affecting the structure of the building, the contractor shall review the asbestos report for the building (available through Facilities Management.) The contractor shall evaluate the potential presence of asbestos in the specific work zone. If asbestos is present, Facilities Management shall be notified immediately, and no work is to proceed.

The College will establish the asbestos removal contractor as the need may arise. All work must be in compliance and Facilities Management must be made aware of any project that may involve asbestos.

16 | Discovery of Unknown Substance

If an unknown substance is discovered during a renovation/repair that may be asbestos, then work shall stop, and the College's Health, Safety and Environmental Coordinator must be called immediately. The material must not be disturbed until clearly identified as to its content. If asbestos is confirmed, direction must be received from the College prior to work resuming.

17 | Examination of Premises/Drawings/Specifications and Instructions

The general contractor / sub-contractor shall examine the premises and compare it with the drawings and specifications, and satisfy itself with respect to the conditions of the premises under which it will be required to operate in performing their part of the work, before furnishing their tender, and no allowance will be made afterwards on behalf of the contractor by reason of any error, negligence or failure on their part in this connection.

The general contractor / sub-contractor shall carefully review and study all drawings, specifications and other instructions and shall at once report to the Facilities Management any errors, inconsistency or omission they may discover and in no case shall they proceed in uncertainty. In the event of the contractor's failure to give such notice, it will be responsible for the results of any such errors or omissions and the cost of rectifying the same.

18 | Permits and Regulations

18.1 The general contractor / sub-contractor shall obtain any required permits and conform to any existing applicable codes, such as the Canadian Standards Association, Underwriter's Laboratories of Canada, Ontario Fire Code, Ontario Building Code, Ontario Electrical Code, Ministry of Labour, and all local Bylaws and any other applicable regulatory requirements.

19 | Injuries

Each contractor or sub-contractor is responsible for responding to, providing treatment and transporting to medical services their injured employees.

Response may include first aid to the injured person, hospital aid, securing the site and notification as required under the *Occupational Health and Safety Act*.

Emergency Response Plans should be in place for all emergencies and contact College Emergency Services at ext. 3333. Someone on site must be certified in Standard First Aid/CPR. Facilities Management and the College Representative must be notified of any emergency or worker injury.

20 | Co-operation

The general contractor, all other contractors, and all sub-contractors shall coordinate their work with all other trades so as to facilitate the general progress of the work. Each contractor and trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material.

21 | Supervision and Responsibility

The general contractor / sub-contractor shall supervise and direct the work of all persons engaged in the work, including sub-contractors and those who supply materials. The contractor will be fully responsible for full compliance with the terms of the contract by all such persons.

All construction shall be performed as specified and in a manner conforming to the best trade practices, to the complete satisfaction of the College.

22 | Taxes, Permits, Fees

The general contractor / sub-contractor shall be required to pay for all taxes, duties, subsidies, permits, etc., unless otherwise noted. P.S.T. and G.S.T. - Shall be paid by the contractor, and these taxes shall be included in the contract price or prices but G.S.T. only shall be shown as a separate item.

23 | Labour, Materials and Workmanship

23.1 The general contractor / sub-contractor shall provide and pay for all labour, tools, materials, transportation, storage, scaffolding and other equipment for the proper execution of everything shown, described or reasonably implied by the drawings or in this specification.

23.2 The general contractor / sub-contractor shall be held to have included in tendering any work in connection with sub-trades, not specially referenced under the particular headings of sub-trades, but referred to or otherwise shown on the drawings.

23.3 The general contractor / sub-contractor shall carry out all tests and assessments required by the College during the progress of the work and at its completion at no increase in the contract price. Such tests and assessments shall be carried out for the purpose of determining if the work meets the specified requirements. If corrections to the work or system are found necessary, the tests and assessments shall be repeated until satisfactory results are obtained.

24 | Defective Material and Workmanship

The general contractor / sub-contractor shall promptly remove from the building all used materials and materials condemned by the College, as failing to conform to the contract, whether incorporated in the work or not.

25 | Location of Apparatus

The location of apparatus, fixtures, outlets, etc., shown or specified on drawings shall be considered as only approximate and subject to final review and approval by the College. The actual location shall be as directed and as required to suit the conditions at the time of installation. Before installation of the apparatus, the contractor shall consult Facilities Management and ascertain the actual location required.

26 | Measurements

Before ordering any material or doing any work, the contractor shall verify all measurements at the building or as may be required for the proper fitting of his work and to make adjustable parts fit to fixed parts. The contractor shall be responsible for the correctness of his figures and properly correct, without charge, any work that does not fit and furnish new work if necessary.

27 | Cutting, Patching and Digging

The general contractor / sub-contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit to it, receive or be received by work of other contractors, shown upon or reasonably implied by the

contract documents and he shall make good after them as Facilities Management may direct. Any costs or expenses caused by poorly co-ordinated or ill-timed work shall be borne by the party responsible therefor. The general contractor / sub-contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of another contractor save with the prior written consent from Facilities Management.

28 | Furring In Pipes and Ducts

The general contractor / sub-contractor shall be responsible for an acceptable job of furring in all pipes and ducts where shown on the plans or reasonably expected in finished rooms. Furring in shall be carried out in the material of the walls, adjacent to the pipes, such as wood, masonry, etc.

29 | Vouchers

The general contractor / sub-contractor must produce, when called upon to do so by the College, vouchers to show that the work and materials are being paid for as the work progresses. The contractor may submit approved Statutory Declaration with every invoice for payment.

30 | Washrooms/Toilets

The general contractor / sub-contractor shall provide, where required, and maintain in a sanitary condition, washrooms and toilets for the use of all persons at the work site, and upon completion of the work, remove it and contents, and leave its site in a neat, clean and sanitary condition. Workers shall use designated washrooms as designated by their employer.

31 | Work During College Hours

Work during College hours must be approved by Facilities Management or the College Representative. All construction and maintenance activities shall be confined to the areas of the College under construction. Fire exits shall be maintained at all times and physical barriers will be used to isolate the construction work from College's staff and students.

The general contractor / sub-contractor shall provide appropriate polyethylene plastic curtains between new construction and corridors to prevent dust penetration and provide doormats and take other appropriate precautions in these rooms to prevent dirt being tracked into the College.

The general contractor / sub-contractor must co-operate and co-ordinate all building activities, which may interfere with the College, with Facilities Management.

32 | Security

32.1 The College must be left in a safe and secure condition at the end of every day. The general contractor / sub-contractors are to report to Security after hours prior to leaving the work site.

32.2 The general contractor / sub-contractor shall be solely responsible for loss or damage of his tools, equipment or any materials on College property.

32.3 The general contractor / sub-contractor shall ensure the work zone is clearly delineated with appropriate barricades to prevent unauthorized access.

33 | Use of Premises before Acceptance

The College shall have the right to enter and occupy renovated parts of the building in whole or in part for the purpose of placing fittings and equipment or for other use, before completion of the contract, if in the opinion of Facilities Management such entry and occupation does not prevent or interfere with the contractor in the performance of the completion of his contract within the time specified. Such entry and occupation shall not be considered as acceptance of the work or in any way relieves the contractor from his responsibility to complete the contract.

34 | College Equipment

All equipment, fixtures, doors, hardware and all other items removed in the course of work or renovations, and not required for completion of the contract, shall be handed in to the College, where specified.

35 | Termination

If the general contractor / sub-contractor should neglect to execute the work properly or otherwise fails to comply with the requirements of the contract to a substantial degree, the College may:

- a) Correct such default and deduct the cost thereof from any payment then or thereafter due to the contractor, or
- b) Terminate the contractor's right to continue with the work in whole or in part or terminate the contract.

36 | Guarantees

36.1 All work is to be guaranteed for a period of one year after substantial or 100 percent completion of the work, during which time any defects or imperfections that develop in the workmanship or materials used or any work affected in making good such imperfections must be made good promptly by the contractor without cost to the College.

37 | Acceptance

By reason of having submitted a tender, quotation and receiving direction from the College or its designate to commencing on the work described herein, the general contractor does hereby acknowledge that it has read the specifications and does hereby accept these terms, conditions and specifications governing the work.

Part 3: Training and Badge Requirements

This guideline is intended to identify the criteria for prequalifying contractors and the issuing of ID badges for work by contractors for the College.

Scope

All contractors must be prequalified to perform work for the College. Based on the nature of their work, frequency and project size, all contractors will be identified into one of the three groups and must meet the qualifications as outlined for their respective group. All prequalification must be renewed regularly as required by the College.

Contractor Groups

The College has identified the following three distinct contractor groups:

1. General Maintenance / Repair / Inspection/Professional Services
2. Major Construction Projects
3. Specialty and Emergency Services

1 | General Maintenance/Repair/Inspections Services

General Maintenance / Repair / Inspections Services Contractors are defined as companies or individuals that provide a product or a service on College Property that have a standing contract and/or will be accessing College Facilities regularly.

The prequalification consists of the following:

- Formal submission of the College's Prequalification Form (Step 2)
- Acceptance of the contractor by the College as prequalified
- Completion of the "Contractor Safety Orientation" program by each employee wishing to work on site
- Identification Badges issued by the College or its chosen designate for each employee wishing to work on site.

The identification badge will not be issued until the "Contractor Safety Orientation" has been completed or Facilities Management has authorized approval for equivalency or exemption. The issuance of the badge confirms the completion of all training requirements.

The College reserves the right to terminate any contract where the contractor does not comply with this guideline. The College further reserves the right to disqualify contractors for poor health and safety records or Workplace Safety and Insurance Board experience ratings.

2 | Major Construction Projects

Contractors for these construction projects must pre-qualify prior to submitting tender.

Construction projects taking place in an existing area of the College that is occupied must also meet the Identification Badge criteria outlined in Section 1.

Construction Projects that are isolated from students and staff activities may have the identification requirement waived by the College. In all cases the College reserves the right to implement additional health and safety rules or guidelines as it see fit.

3 | Specialty and Emergency Services

Specialty and Emergency Services is where a contractor has no standing order and will provide work on an occasional, as needed basis.

Where practical, Specialty and Emergency Contractors will be prequalified and fall under the same requirements. In the event that prequalification is determined by the College to not be practical then the contractor may work on the College site accompanied by a competent College employee or pre-qualified person and/or an approved work permit (Specialty and Emergency Services Work Permit Appendix B).