

	POLICY	Owner Department: Chief Administrative Officer
	Contractor Management Policy	
Effective Date: June 2, 2025	Last Reviewed Date: June 2, 2025	City Council Approval Dates: June 2, 2025
Approving Authority: Moncton City Council	Replaces No.: N/A	

1. Purpose Statement

The purpose of this policy is to govern the requirements of all third-party Contractors providing products or services to the City of Moncton (the “City”), while recognizing that the onus placed on a Contractor to meet the requirements listed in this policy will vary depending on the nature of the work. It is the expectation of the City that Contractors meet or exceed legislation, the City’s and the Contractor’s corporate health and safety standards. This policy will help ensure the quality of the products and services received.

2. Application

This policy applies to all third-party Contractors providing products and/or services to the City and all City employees engaging with Contractors.

3. Definitions

“Act” means the *Occupational Health and Safety Act*, SNB 1983, c O-0.2 as well as regulations made under the Act, and amendments thereto.

“CAO” means the Chief Administrative Officer of the City appointed by Moncton City Council under the *Local Governance Act*.

“change order” means a written order, agreed upon by the Contractor and the City authorizing changes to the scope of work and/or the contract.

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“City representative” means a member of City staff appointed by the CAO of their designate as the contract representative.

“contract” means a written agreement entered into between the City and a Contractor to perform a specified scope of work on City property or facilities, including short term work assignments.

“Contractor” is defined in s. 1 of the *Act* and means

- a) a person who by contract undertakes all the work at a work site,
- b) an owner who undertakes all or part of the work at a work site, or
- c) an owner who by contract engages more than one person to undertake all or part of the work

“Contractor Performance Evaluation Program” means the mandatory, standardized system of evaluating Contractors' and subcontractors' performance pursuant to the SMS.

“Contractor Performance Evaluation Report” means a post-performance report done through the Contractor Performance Evaluation Program under the SMS.

“employees” means employees of the Contractor.

“facilities” means all facilities owned, operated or maintained by the City.

“harassment” means harassment in a place of employment as defined in s. 2 of the New Brunswick Regulation 91-191 under the *Act*.

“hazard” means a source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.

“hazardous substance” means a substance as defined in s. 2 of the New Brunswick Regulation 91-191 under the *Act*.

“health and safety representative” means a health and safety representative as defined in s. 1 of the *Act*.

“job hazard assessment” means a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.

“non-compliance” means any deviation from contractual obligations and health and safety standards, practices, processes, procedures, legislation and regulations that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.

“notice of non-compliance” means a notice provided to the contractor by the City alerting the Contractor of non-compliance with City specifications, legislative and regulatory safety standards, including the *Act*, and/or the City directives, policies and procedures;

“performance monitoring” means the measurement of contract performance over time against set key performance indicators (“KPIs”). This is applicable in the areas of health and safety and contract execution.

“protective equipment” means any piece of equipment or clothing designed to be used to protect the health or safety of an employee, as defined in s. 1 of the *Act*.

“services” means any and all labour, duties, functions and activities required to be performed by the Contractor under a contract, including product and services delivered on an ad hoc basis for short term assignments, and any subsequent addenda.

“SMS” means the City Standard Municipal Specifications dated February 22, 2022 and any subsequent replacing version, as amended from time to time.

“subcontractor” means a person who by contract undertakes part of the work at a work site and is under the direct supervision and control of the Contractor.

“supervisor” means a person who is authorized by a Contractor to supervise or direct the work of the Contractor’s employees and subcontractors and is under the direct supervision and control of the Contractor.

“toolbox meetings” means an informal safety meeting conducted at the work site prior to the commencement of a work shift.

“vendor evaluation form” means a post-performance report for Contractors not covered under the SMS.

“work site” means a “project site” as defined in s. 1 of the *Act* and includes any site where a product or service is being provided to the City of Moncton.

“violence” means violence in a place of employment as defined in s. 2 of the New Brunswick Regulation 91-191 under the *Act*.

4. Policy

Interpretation

1. **Headings:** The captions, articles, section names and numbers appearing in these provisions are for convenience of reference only and have no effect on its interpretation.
2. **Gender, Number:** These provisions are to be read with all changes of gender or number required by the context.
3. **Severability:** If any section or clause of these provisions, is for any reason declared by a court or tribunal of competent jurisdiction to be invalid, the ruling shall not affect the validity of the provisions as a whole, nor any other part of it.

This policy is broken down into the four (4) phases of a Contractor's completion of work pursuant to a contract with the City. It is the policy of the City to ensure that Contractors adhere to the following requirements, where applicable, throughout all four (4) phases.

4. Phase 1: Prior to Contract Award

Checklist

4.1 Subject to the nature of the contract and the information specified in the bid document, ***if applicable***, the Contractor will complete a check list that provides information on the following:

- a) WorkSafeNB clearance;
- b) A Letter of Good Standing under the Certificate of Recognition Program (COR) issued by the New Brunswick Construction Safety Association (NBCSA), or an acceptable equivalent (status indicated on COR certificate must be "Current" or "Audit Pending");
- c) A Certificate of Insurance which provides evidence of liability coverage for the policies and liability limits indicated in the City's formal bid document;
- d) If engaged by the City outside of a formal bidding process, the Contractor will be required to provide a Certificate of Insurance confirming that they retain Commercial General Liability Insurance in a minimum amount of two million dollars (\$2,000,000) for each claim, with the City listed as an "additional named insured", and Automobile Liability Insurance (for all owned and non-owned vehicles) in a minimum amount of two million dollars (\$2,000,000) for each claim. Insurance policies must be procured from a Canadian-based company licensed to do business in the Province of New Brunswick, and any and all claims shall be in Canadian Dollars;
- e) The Contractor's incident/accident reporting process;
- f) The Contractor's joint health and safety committee or a designated health and safety representative under the Act;
- g) The Contractor's corrective discipline actions within their corporate health and safety program;
- h) The Contractor's written health and safety program;

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- i) The Contractor's Code of practice for violence in the workplace;
- j) The Contractor's Code of practice for harassment, including sexual harassment, in the workplace;
- k) Applicable health and safety training for all workers performing work at the work site;
- l) Personal Protective Equipment requirements;
- m) Certification/Licensing requirements; and
- n) Subcontract work.

4.2 The City also reserves the right to request additional information / documentation from the Contractor prior to commencement of the work, which may include, but not be limited to:

- a) RCMP Criminal Record Check;
- b) Vulnerable Sector Check;
- c) Immigration and Travel Check;
- d) Driver's Abstract;
- e) Credit Check;
- f) Professional Licenses;
- g) Training Certification(s);
- h) 3rd Party Certification(s) (i.e. ISO, UL, CSA, etc.)

The Contractor will be reimbursed by the City for the cost of the application processing fees (if any) which must be paid in order to obtain the necessary background check or to obtain an official stamped/signed certificate, license or transcript from a governing body. No mark-ups shall be applied by the Contractor on the cost of the application processing fee or certified document fee.

4.3 In addition to the check list referenced above, the City may inquire into the health and safety practices and performance of the Contractor.

4.4 Prior to awarding a contract, the City reserves the right to require supplementary health and safety training as deemed necessary for the type of services being provided, or to conduct site orientation prior to commencement of work, at the City representative's discretion. The Contractor will be compensated accordingly for any supplementary training and / or site orientation provided by the City's representative(s) which exceeds thirty (30) minutes.

4.5 Despite the foregoing, the City recognizes that the successful Contractor has the superior skill, knowledge and expertise with respect to completing a work assignment pursuant to the contract in compliance with occupational health and safety, and professional requirements.

5. Phase 2: Prior to Commencement of Work

Orientation Meeting – Overall Expectations

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5.1 Prior to services being provided, and if applicable, the Contractor will meet with the City representative to review the City's overall expectations regarding the execution of the contract. This meeting may be done over the telephone or in person as a site-specific orientation subject to the nature of the work. The information discussed will include, ***as applicable***:

- a) The scope of work to be performed;
- b) The City's health and safety directives and policy and procedures applicable to the scope of services;
- c) The completed checklist;
- d) The need for additional health and safety training;
- e) The need for additional site orientation;
- f) The roles of the Contractor and the City with respect to health and safety;
- g) The non-use or operation of the City's equipment, machine, tools, vehicles and any other material;
- h) The incident/accident reporting procedure to be followed;
- i) The inspection of work protocol and site visits;
- j) Performance monitoring;
- k) The consequences of non-compliance;
- l) The contract submittals;
- m) Subcontractor management;
- n) The change order management process;
- o) The evaluation of product or service delivered;
- p) The Contractor Performance Evaluation Program under the SMS, ***if applicable***; and
- q) Any other housekeeping issues.

City Health and Safety Expectations

5.2 The City will also communicate its expectations regarding health and safety measures to the Contractor. Where applicable, a health and safety representative designated by the City may participate in these communications. Expectations may include but are not limited to the following:

- a) The Contractor will:
 - i. Ensure all employees and subcontractors are familiar with the City's health and safety program as well as all other City directives, policies and procedures applicable to the type of services being provided, including this policy;
 - ii. Ensure all employees and subcontractors are familiar with the Contractor's health and safety program and procedures, including the Contractor's Codes of practice for violence, harassment and sexual harassment in the workplace;
 - iii. Ensure all employees and subcontractors undergo an orientation and health and safety awareness training;

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- iv. Have a corrective discipline process in place for non-compliance with health and safety measures;
- v. Have an incident/accident reporting procedure in place which includes the immediate reporting of all incidents/accidents to the City;
- vi. Identify the hazards present at the worksite, including hazardous substances, if any;
- vii. Conduct a hazard assessment, and, *if applicable*, a job hazard assessment.

6. Phase 3: Performance Monitoring and Quality Control

6.1 Under the *Act*, liability can attach to the City for safety infractions caused or committed by a Contractor. It is therefore expected that the Contractor will ensure compliance with the *Act* and regulations as well as City policies, directives, procedures and guidelines.

6.2 Performance monitoring will be conducted by a City representative throughout the Contractor's work assignment. It is the expectation of the City that the Contractor will:

a) Health and Safety Measures:

- i. Provide site-specific orientation sessions to employees and subcontractors that include information on the scope of the work assignment and hazard identification, including hazardous substances, if applicable;
- ii. Regularly provide a digital copy of health and safety documentation including hazard assessments, work permits, incident reports and any other relevant safety documentation that might constitute evidence of the Contractor's due diligence;
- iii. Conduct toolbox meetings with employees and subcontractors before every work shift, if appropriate;
- iv. Conduct a hazard assessment as required by the *Act*;
- v. Enforce a corrective discipline process to help ensure compliance by employees and subcontractors with legislative and regulatory safety standards, including the *Act*, as well as City policies, procedures and guidelines;
- vi. Ensure all employees and subcontractors have the appropriate qualifications and training to perform the services;
- vii. Immediately address and remedy any safety concerns raised by the City;
- viii. Immediately report any incidents, including damage to property, damage to utilities, injury to the public, accidents, near misses, unsafe conditions, and/or unsafe acts involving any work site personnel to the City;
- ix. Ensure that the necessary systems of work, tools, equipment, machines, devices and materials are maintained in good condition and are of minimum risk to health and safety;
- x. Provide and maintain in good condition all necessary protective equipment and protective apparel;

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- xi. Ensure that the work site is competently and sufficiently supervised by a qualified and experienced supervisor;
 - xii. Ensure that the work site is inspected at least once a week, or as needed, to identify any risks to the health and safety of employees and subcontractors; and
 - xiii. Arrange for the proper storage and removal of waste generated prior to the completion of services and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations.
- b) Contract Execution:
- i. Conduct routine progress meetings with employees and subcontractors; and
 - ii. Adhere to the timelines as well as the quality and cost of the work or services performed as stated in the contract.

6.3 In the event of non-compliance by the Contractor, the City will issue a written or verbal notice of non-compliance. The consequences of non-compliance may include a Stop Work Order at the Contractor's expense, termination of the contract, the Contractor being barred from future work with the City and legal action. Subject to the nature of non-compliance, the Contractor will be given a timeline to correct the issue.

6.4. The City may require the Contractor to incorporate additional safety measures and / or safety equipment on the job site during their work assignment. The City may at its sole discretion determine if the Contractor will be compensated for the provision of additional safety measures and / or safety equipment. The City will consider the type of additional safety measures and / or safety equipment and the cost of same, to determine if it will compensate the Contractor.

6.5 Failure to correct non-compliance will negatively impact the Contractor's post performance evaluation and could result in the Contractor being disqualified from future work for the City.

7. Phase 4: Post Contract Performance Evaluation

7.1 The City will conduct a final evaluation of the services provided upon the completion of a work assignment. The final evaluation may include a Contractor Performance Evaluation Report Form or a vendor evaluation form, *if applicable*, which will be submitted to the designated City representative.

7.2 Documented poor safety performance may disqualify a Contractor from future work for the City.

6. Administration and Contact

City Clerk's Office

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