

THE CORPORATION OF THE CITY OF MISSISSAUGA

**HEALTH AND SAFETY ACKNOWLEDGEMENT FORM
INDEPENDENT CONTRACTORS**

Procurement No.: (the "Contract")

1. General

- (1) It is the policy of The Corporation of the City of Mississauga (the "City") to establish, on all construction and maintenance projects, a safe and healthy working environment which will promote the elimination of personal injury, occupational disease and damage to corporate and private property.
- (2) The undersigned acknowledges its duties as "employer", "supervisor" and "constructor" under the provisions of the Occupational Health and Safety Act and applicable regulations (collectively "OHS") and, in particular, that the undersigned will take every precaution reasonable under the circumstances for the protection of all employees and workers.
- (3) The undersigned acknowledges possession of a copy of OHS and applicable regulations and will co-ordinate the activities of all employees and workers performing work under the Contract to ensure that the requirements of OHS and other applicable laws, regulations, and requirements are satisfied.
- (4) Without limiting the generality of the foregoing, the undersigned represents and warrants in favour of the City that the undersigned will ensure that all workers, including subcontractors, are trained to perform the tasks assigned to them in a safe manner that complies with all applicable laws, regulations, and requirements.
- (5) Without limiting the generality of the following, the undersigned represents and warrants in favour of the City, and the City relies upon such representation and warranty, that, throughout the duration of the Contract, the undersigned will be knowledgeable of, will keep up-to-date with, will comply with, and will be responsible for ensuring that all applicable laws, regulations, and requirements pertaining to the safe performance of the work under the Contract are observed and enforced and that the methods of performing the work do not endanger the workers employed thereon, City personnel and the general public.
- (6) The terms and conditions herein may be supplemented by additional terms and conditions relating to health and safety in the Contract.

2. Prior to Commencing Work

- (1) Within seven days of receipt of written notice from the City to do so and prior to the commencement of the work, the undersigned will submit to the City's project manager or designate:
 - a) a current Workplace Safety and Insurance Board Clearance Certificate;
 - b) a certificate of insurance as required by the Contract;
 - c) its written health and safety policy and procedures, which will apply equally to all subcontractors;
 - d) the name of a person designated to be the contact person responsible for compliance with all OHS requirements;
 - e) a safety plan for the project based on an inspection of the particular job site;

- f) a list of all equipment, materials and personal protective devices to be used on the project;
 - g) where the Occupational Health and Safety Act requires that a notice of project be provided to the Ontario Ministry of Labour before any work commences, a copy of the notice;
 - h) if requested, a copy of Ontario Ministry of Labour Form 1000, completed by all applicable parties; and
 - i) if requested, a lost time accident frequency record and severity record according to WSIB standards.
- (2) The undersigned will attend an orientation meeting with the City's project manager or designate prior to commencing work on the project to review the undersigned's duties with respect to applicable safety requirements.
- (3) Failure to deliver the documents in subsection (1) or attend the meeting in subsection (2) may delay the start of the project, for which the undersigned will be responsible. If the documents are not to the City's satisfaction, the City reserves the right to reject the undersigned's bid, refuse to enter the Contract, or terminate the Contract, without penalty to the City.

3. Responsibilities of Contractor

- (1) The undersigned will comply with the requirements of applicable legislation. In the event of a conflict between legislated requirements, the most stringent will apply. OHSA outlines specific responsibilities to ensure a safe working environment. In addition to the requirements of OHSA, any safety requirements of other relevant legislation and regulations must be observed and enforced. Relevant legislation may include, but is not limited to:
- a) the Highway Traffic Act;
 - b) the Transportation of Dangerous Goods Act;
 - c) the Environmental Protection Act;
 - d) the Technical Standards and Safety Act;
 - e) the Criminal Code of Canada; and
 - f) the Employment Standards Act.
- (2) Where the undersigned will be performing work at a site which will contemporaneously be occupied by City staff, the undersigned will provide the City's project manager or designate with a hazards list, describing the hazards that may be introduced to City staff, including asbestos, solvents, noise, and other disturbances, as applicable. The undersigned will describe the impact on City staff and the measures it will employ to mitigate the impact. The City's project manager or designate will inform the City's health and safety specialist accordingly.
- (3) The undersigned is responsible for the safe performance of all subcontractors.
- (4) The undersigned will provide to the City's project manager or designate, as requested:
- a) the date and location of an on-site safety meeting for all principal trades and their on-site personnel, which must be held before work on the Contract commences;
 - b) where OHSA requires that a Joint Health and Safety Committee be formed, copies of the minutes of meetings of the Committee;
 - c) a list of hazardous materials to be used and Safety Data Sheets (SDS) for them;
 - d) detailed information with respect to the WHMIS training provided to workers, the languages in which instruction is given, and a copy of training manuals used; and
 - e) hazard assessments conducted.

- (5) For the duration of the Contract, the undersigned will:
- a) keep a copy of Ontario Ministry of Labour Form 1000, completed by all applicable parties, at the site;
 - b) allow the City's project manager or designate access to any site to make such inspection or inquiry as they see fit;
 - c) notify the City's project manager or designate of any change in equipment, materials, or personal protective equipment that the undersigned intends to use on the project, prior to commencing use of any such equipment, materials, or personal protective equipment;
 - d) at no time allow any individuals onto the work site other than bona fide employees or workers of the undersigned and the City;
 - e) ensure appropriate measures are taken to protect;
 - f) comply with the City's Respectful Workplace Policy; and
 - g) at no time bring onto City property controlled products that are not labelled in accordance with WHMIS requirements.
- (6) The undersigned will ensure health and safety is routinely reviewed at project meetings, on no less than a bi-weekly basis or such other frequency required by the City. The undersigned will advise the City of any health and safety issues or incidents at the work site and what was done to resolve the issue or incident. The undersigned will prepare and provide a copy of all minutes to the City.
- (7) The undersigned will immediately provide to the City's project manager a copy of all correspondence, reports, orders or charges respecting health and safety under OHSA or other applicable laws, which are received by, or which come to the notice of, the undersigned that apply or are relevant to the work under the Contract.
- (8) If the undersigned is found to be in violation of its own safety policies, the safety policies of the City or in violation of OHSA or other applicable laws, regulations, or requirements, the City reserves the right to issue a stop work order on the project until such violations are rectified.
- (9) The undersigned will be responsible for any time lost due to violations of health and safety requirements, and no claims by the undersigned for additional costs arising from such violations will be considered by the City.
- (10) The undersigned is responsible for all delays in the progress of work due to violations of health and safety requirements, and the undersigned will take all steps necessary to avoid delays in the completion of the work. The undersigned shall not be entitled to an extension of time due to violations of health and safety requirements.
- (11) The undersigned agrees to indemnify the City for all costs that the City may incur relating to violations of OHSA and any other applicable laws, regulations, and requirements.
- (12) The undersigned hereby designates _____ (name)
_____ (telephone number) as the contact person responsible for compliance with all OHSA requirements and to whom the City may give notice of non-compliance with OHSA.

The undersigned acknowledges and agrees this Form forms an integral part of the Contract. Accordingly, a breach of a term herein shall be a breach of the Contract.

The above terms and conditions have been read over and agreed this day of

, .

Print legal name of contractor

Per:

Signature of authorized signing officer

Print name of authorized signing officer

Print title of authorized signing officer

I have the authority to bind the corporation.