Contractor Health and Safety Responsibility Agreement

CORPORATION OF THE CITY OF DRYDEN CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20___, between _____ (the "Contractor"), having an office at_____and THE CITY OF DRYDEN (the "Corporation").

IN CONSIDERATION of the sum of two ($2.00) dollars paid by each of the parties to the other (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the Corporation before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.

2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.

3. The Contractor shall indemnify and save harmless the Corporation from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Corporation harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Corporation in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.

4. Contractor shall, during any time in which it is providing services to the Corporation, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than five million ($5,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Corporation as an additional insured and a certificate acknowledging same must be provided to the Corporation.

5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Corporation's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the Corporation to provide additional precautions as deemed necessary by the Corporation for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the Corporation, without any further obligation on the part of the Corporation. See attached checklist.

6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and particularly those affecting health and safety, workers' compensation and environmental matters.

7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of that Province.

8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.

9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Corporation.

10. No contracted work offers will be granted by the Corporation unless this Agreements terms and conditions are fully accepted and agreed upon to the satisfaction of the Corporation.

Constructor Designation

For the purposes of the Occupational Health and Safety Act (Ontario) and applicable regulations, the parties acknowledge and agree that:

☐ **Option A — Owner as Constructor**

The Owner shall undertake the Project and shall act as the "constructor" as defined in the Occupational Health and Safety Act. The Contractor shall perform the Work as an employer/contractor under the direction and coordination of the Owner and shall comply with all constructor requirements, site rules, and applicable legislation.

☐ **Option B — Contractor as Constructor**

The Contractor hereby undertakes the Project on behalf of the Owner and shall act as the "constructor" as defined in the Occupational Health and Safety Act. The Contractor accepts all duties and responsibilities of the constructor for the duration and scope of the Project, including coordination of employers and compliance with the Act and its regulations.

Acknowledgement

The parties confirm that this designation reflects the party with overall control of health and safety for the Project and is made to clearly establish responsibility in accordance with provincial guidance. Any change to constructor designation shall be made only by written amendment executed by both parties prior to the change taking effect.

Accepted this _____ day of _____ 20____.

CONTRACTOR by: _____ (authorized signing officer)

Print Name: _____

Print Title: _____

CORPORATION by: _____

Print Name: _____

Print Title: _____