



CITY POLICY & PROCEDURE

SECTION: HUMAN RESOURCES

NO: HR – HS - 10

REFERENCE: HEALTH AND SAFETY

Date: October 21, 2020

**Next Review Date:
October 2022**

TITLE: CONTRACTOR SAFETY

POLICY STATEMENT

The Corporation of The City of Dryden shall require all Contractors, Consultants, and Subcontractors to comply with the Ontario Occupational Health and Safety Act, the Canada Labour Code Part II, Environmental Legislation and any other applicable legislation.

1.0 CONTRACT LANGUAGE

- 1.1 All contracts should contain clauses to ensure that the Contractors, Consultants and its Subcontractors perform the contract in compliance with all applicable health and safety and environmental legislation.
- 1.2 Project Administrator - A City of Dryden manager, supervisor or delegate who is responsible for arranging, approving or supervising work performed at the City of Dryden.
- 1.2 Contractor Health and Safety Responsibility Agreement

All Contractors shall be required to sign a "Contractor Health and Safety Responsibility Agreement" form (Appendix A) that acknowledges their awareness and responsibilities under the Occupational Health & Safety Act, Canada Labour Code and other legislation. It also confirms the procedure the Corporation will follow in cases of non-compliance by the Contractor. This form should be completed in duplicate with one completed copy to the Project Administrator and one kept by contractor. All Contractors must also review and sign the City of Dryden policy HR-HS-55 Infection and Disease Control Policy – Ontario. It is the Contractors duty to ensure all safety policies of the contractor have been communicated to all contractor employees and subcontractors.

1.3 Contract Termination

Contracts entered into between the Corporation and a Contractor shall contain a provision which gives the Corporation the right to terminate a contract for non-compliance with health and safety or environmental legislation on the part of a Contractor, Consultant, Subcontractor, or the workers of either.

1.4 Indemnification

The contracts shall include a clause that holds the Corporation harmless from any and all costs associated with any charges or actions resulting from the Contractors' work, which the Corporation must defend against. This includes proof of current liability insurance coverage with no less than \$2 million per occurrence of public and property liability.

1.5 Sub-Contractors

The contract between the Corporation and the Contractor shall include a provision which requires the Contractor to:

- (a) be diligent in ensuring that its Sub-contractors comply with all health and safety and environmental legislation;
- (b) take appropriate disciplinary action against Sub-contractors who contravene health and safety or environmental legislation which includes but is not limited to the suspending of the work performed by the subcontractors, where appropriate, before allowing them to continue to work on the site; and,
- (c) be vigilant in following up on Ministry of Labour directives where safety violations are noted.

2.0 TENDERING / SELECTION

- 2.1 As part of the tendering and/or pre-qualification process, the Project Administrator will include a brief description of its policies and procedures relating to the employment of contractors and the bidders will be advised that compliance with Health and Safety and Environmental Legislation will be a condition of any contract.

The Project Administrator may also request the following information to assist in evaluating the tenders and will require all the following information from the successful bidder. These documents will be submitted to the Health and Safety Coordinator five business days before the project start date:

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- (a) Provide current Workplace Safety and Insurance Board (WSIB) clearance certificate;
 - (b) Proof of current liability insurance coverage with no less than \$2 million per occurrence of public and property liability;
 - (c) The name of the person responsible for administering the Contractor's Health and Safety Program;
 - (d) Proof of equipment certification where required; i.e., trench boxes, boom cranes, etc.;
 - (e) Utilize qualified workers with proof of appropriate staff training where required; i.e., Transportation of Dangerous Goods (TDG) card, MOL Safety Awareness training, Workplace Hazardous Materials Information System (WHMIS/WHMIS 2015), etc.;
 - (f) Copy of the Contractor's Health and Safety Policy and work procedures; and,
 - (g) Particulars of any convictions or orders imposed under Health and Safety or Environmental Legislation.
- 2.2 When considering tenders, reference will be made to previous audits conducted by the Corporation. If unsatisfactory performance has been identified, this may affect the awarding of the contract.
- 2.3 In the event of unplanned emergency work, the Program Administrator will notify the Health and Safety Coordinator, as soon as possible, the name of the contractor and the start date. The Program Administrator is still responsible for ensuring the appropriate documentation is collected and forwarded to the Health and Safety Coordinator as soon as possible.

3.0 PREPARING FOR WORK (FOR CONSTRUCTION PROJECTS ONLY)

- 3.1 Before the Contractor can begin work, the following activities must be completed:
- (a) The contractor is responsible for filing the "Notice of Project" with the Ministry of Labour and to provide a completed copy to the Corporation. The contractor is responsible for convening a meeting with the Ministry of Labour before work commences if required.
 - (b) Where the work of the Contractor comes into contact with Corporation employees, the Contractor will provide the Corporation with a list of all biological or physical agents produced at the workplace. This includes Safety Data Sheets (SDS) for the Workplace Hazardous Materials Information System (WHMIS).

**This procedure is subject to any specific provisions of the Municipal Act,
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- (c) The Contractor will establish a Joint Occupational Health and Safety Committee or appoint a Health & Safety Representative to meet requirements as outlined in the Occupational Health & Safety Act.
 - (d) The Contractor will provide all documentation requested in Section 2.0 Tendering and Selection five business days before the project start date.
 - (e) A completed and signed "Contractor Health and Safety Agreement Checklist" form (Appendix A), along with all the appropriate documentation, will be submitted to the Health and Safety Coordinator five business days before the project start date.
 - (f) The following items shall be discussed in the Pre-Start meeting and recorded in the meeting minutes:
 - (i) Corporate/Department Specific safety procedures;
 - (ii) The name and telephone number of the Contractor's Health and Safety Coordinator or Rep;
 - (iii) The area of the building or property to which the Contractor and its workers have access and the building's fire plan (where applicable);
 - (iv) What to do in case of an occupational injury or illness;
 - (v) The Contractor's obligation to maintain good housekeeping;
 - (vi) The Contractor's obligation to meet with affected utilities in the work zone to ensure all safety precautions are taken when working in the vicinity of these utilities (where applicable);
 - (vii) Emergency Contact Numbers and after-hours list including contractor, corporation, emergency services, and environmental agencies numbers;
 - (viii) Contractor shall ensure all safety policies of the contractor have been communicated to all contractor employees and subcontractors;
 - (ix) Contractor shall ensure all safety policies of the corporation have been communicated to all contractor employees and subcontractors;
 - (x) Contractor shall ensure all work is performed in accordance with governing legislation/regulation and industry standards;
 - (xi) Contractor shall be responsible for the safety and training of every person granted access to the worksite including visitors and delivery personnel; and
 - (xii) Ensure "Contractor Health and Safety Agreement Checklist" form (Appendix A) is signed.

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4.0 ON THE PROJECT SITE (FOR CONSTRUCTION PROJECTS ONLY)

- 4.1 Meetings will be scheduled on a regular basis after the start of the contract to discuss and review the Health & Safety components on site with the Project Administrator (i.e., signage, barricades, personal protective equipment, etc.).
- 4.2 Reporting of hazards: Where a Corporate employee observes an act or condition which the employee believes may endanger the well being of a person on the project site, the employee will notify the Contractor of the hazard. Corporate employees should not attempt to correct the hazard themselves unless there is immediate danger. Employees should not place themselves at risk under any circumstances.
- 4.3 Corporate employees should exercise caution in ensuring that they do not become involved in the direction of the work taking place at the project. Rather, Health and Safety concerns should be brought to the attention of the Contractor who should assume responsibility for directing the rectification of the problem.

Where the Contractor fails to take corrective action upon being notified of the conditions, the Corporation's employee shall inform their Supervisor, who will ensure that the appropriate action is taken.

The Project Administrator will then investigate the report and take the action it deems appropriate in order to ensure that the workplace is safe for corporate employees, other workers, and members of the public.

The Project Administrator shall document all reports of Contractor and Subcontractor non-compliance, as well as all actions which were taken to investigate and correct all hazards and potential hazards resulting from non-compliance in accordance with established departmental procedures (refer to steps noted on Appendix A - "Contractor Health and Safety Responsibility Agreement".)

5.0 CONTRACTOR EVALUATION

- 5.1 The Corporation reserves the right to audit Contractors and their Subcontractor's Health and Safety performances during the term of the contract and upon its conclusion.
- 5.2 Evaluation of performance will be based upon incident/injury data and adherence to Corporate Health and Safety policies, and applicable legislation, periodic inspections and reports from Corporate employees. Information may be used for future reference.

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- 5.3 This evaluation shall be kept in a database and be shared with the Health and Safety Committee, Health and Safety Coordinator, Department Managers, and Corporation Project Administrators.

6.0 COVID-19 SCREENING TOOL (FOR ALL CONTRACTORS)

- 6.1 Every worker, including contractors, shall complete a COVID-19 Screening Tool at the start of each shift. This screening tool can be completed before or when a worker enters the workplace and can be completed by hand or digitally. If a worker does not pass the screening tool, they must self-isolate and refer to policy HR-HS-54, Preventing COVID-19 in the Workplace.
- 6.2 The contractor can utilize their own company COVID-19 Screening Tool and will provide a copy of the screening tool to the Program Administrator as part of the required documentation before the project start date. The contractor does not need to provide a completed copy of the COVID-19 Screening Tool, provided the Contractor is maintaining their own records.

ATTACHMENTS:

Appendix A - Contractor Health and Safety Responsibility Agreement and Checklist

History			
Approval Date:	January 1, 2003	Approved by:	Council Resolution
Amendment Date:	May 16, 2011	Approved by:	By-law 3876-2011
Review/Amendment Date:	Jan 5, 2016	Approved by:	H & S Coordinator
Review/Amendment Date:	Mar 20, 2017	Approved by:	CAO, E. Remillard
Review/Amendment Date:	June 22, 2020	Approved by:	Bylaw 4745-2020
Review/Amendment Date:	September 15, 2020	Approved by:	R. Nesbitt
Review/Amendment Date:	October 8, 2020	Approved by:	R. Nesbitt
Review/Amendment Date:	October 21, 2020	Approved by:	R. Nesbitt
Review/Amendment Date:		Approved by:	



Appendix A
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 two million (\$2,000,000) 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.

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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 in particular, 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 Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Corporation.
 11. The Contractor shall abide by Ontario Regulation 364/20 s. 2 (1-6). The Contractor accepts the responsibility for ensuring that the Contractor's employees and sub-contractor's (if applicable) employees will complete a COVID-19 Screening tool at the start of each shift. Copies of the completed screening tool do not need to be provided to the Program Administrator provided the Contractor is maintaining their own records.

Accepted this _____ day of _____ 20____.

CONTRACTOR

CORPORATION

by: _____
(authorized signing officer)

by: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**HR-HS- 10**

APPENDIX A
THE CORPORATION OF THE CITY OF DRYDEN
CONTRACTOR HEALTH and SAFETY AGREEMENT CHECKLIST

Contractor Name: _____

Contractor's Rep.: _____ Phone and Fax: _____

Check as Reviewed/Received	Review	Miscellaneous Notes
	Signed "Contractor Health and Safety Responsibility Agreement".	
	Received signed copy of "HR-HS-55 Infection and Disease Control Policy – Ontario"	
	Received "Notice of Project" filed with Ministry of Labour if required.	
	Received WSIB Clearance Certificate	
	Received proof of current liability insurance coverage with no less than \$2 million per occurrence.	
	Received the name and telephone number of the person responsible for administering the Contractor's Health and Safety Program	
	Received proof of equipment certification where required; i.e., trench boxes, boom cranes, etc	
	Received proof of Qualified Workers with proof of appropriate staff training, certifications and licenses where required.	
	Reviewed a copy of the Contractor's Health and Safety Policy and work procedures.	
	Received particulars of any convictions or orders imposed under Health and Safety or Environmental Legislation.	

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Check as Reviewed/Received	Review	Miscellaneous Notes
	Contractor provided the Corporation with a list of all biological or physical agents produced or present at the workplace, including Safety Data Sheets.	
	City of Dryden and Department Specific safety procedures provided to contractor.	
	Advised Contractor all injuries that occur on the project must be reported immediately.	
	Reviewed the area of the building or property to which the Contractor and its workers have access and fire plan (if applicable).	
	Reviewed the Contractor's obligation to maintain good housekeeping.	
	Reviewed the obligation of the Contractor to meet with affected utilities in the work zone to ensure all safety precautions are taken when working in the vicinity of these utilities (where applicable).	
	Emergency Contact Numbers and after hours list exchanged including contractor, corporation, emergency services, and environmental numbers.	
	The contractor shall ensure all safety policies of the contractor have been communicated to all contractor employees and subcontractors.	
	The contractor shall ensure all safety policies of the Corporation have communicated to all contractor employees and subcontractors	
	The contractor shall ensure all work is performed in accordance with governing legislation/regulation and industry standards.	
	The contractor shall be responsible for the safety and training of every person granted access to the	

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Check as Reviewed/Received	Review	Miscellaneous Notes
	worksite including visitors and delivery personnel.	
	Received a copy of the Contractor's COVID-19 Screening Tool. The contractor shall ensure that the COVID-19 Screening Tool is completed at the start of each day, for the duration of the project.	
	Received a signed "Contractor Health and Safety Agreement Checklist".	

City of Dryden's Project Administrator Initials: _____ Date: _____

Contractor's Rep Initials: _____

Filing information:

cc. Health and Safety Coordinator
Health and Safety Committee(s)
Department Manager(s)
Corporation Project Administrator(s)