

Occupational Health & Safety Acknowledgement Single Contractor

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Instructions

- This is a fillable form, however, you must first save the form before entering information or data may be lost.
- The City of Port Moody Project Manager pre-fills Section 1 and Appendix A.
- The Contractor reviews the acknowledgement and completes the fields marked "C1 to C5" and Appendix B.

Contract Details

| SECTION 1: DETAILS (to be completed by City of Port Moody Project Manager) | |
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| City of Port Moody Project Manager: | |
| Description of Contract Work: | |
| Competition #: | |

Definitions

Owner (The City): According to the Workers Compensation Act (Part 3 Section 106).

Contractor: "Contractor" means a contractor, employer or person who enters into this written agreement with The City of Port Moody to abide by the Workers Compensation Act and the WorkSafeBC Occupational Health and Safety Regulation.

"Pre-Existing Hazards": Hazards related to City facilities or premises that are peculiar to this contracted work and are hazards that the Contractor would not otherwise be able to anticipate or be aware of. This does not include the hazards that are typically associated with, and anticipated for the contracted work.

Workplace: All work activities and persons relating to the Contract Description above.

Designation

By signing this acknowledgement, _____ (C1) agrees to assume the responsibilities of a contractor for the purpose of compliance with the Workers Compensation Act and the Occupational Health and Safety Regulation.

As a Contractor signing this agreement with The City of Port Moody, you are agreeing that your personnel will comply with the Workers Compensation Act and the Occupational Health and Safety Regulation.

Contractor Responsibilities

The Contractor will provide the following information to The City of Port Moody:

- Proof that they are registered with WorkSafeBC and a commitment to notify The City of Port Moody of any change of status during the course of the project or the term of the contract;
- Proof that they are up-to-date on WorkSafeBC assessment payments;
- Proof (if applicable) that they have taken optional coverage for self and family members working on the contract;
- Proof that they have taken appropriate WorkSafeBC coverage for the work being done (i.e. ensure they are in the correct assessment classification); and
- Proof that they have met all requirements for insurance and requirements as set out in the “Additional Terms” section of the Service Agreement, if applicable.

Prior to commencement of work the Contractor shall:

1. Review, complete and sign the “Single Contractor Acknowledgement”;
2. Review “Appendix A – Extraordinary Pre-Existing Hazard Assessment” and plan the work accordingly; and
3. Review, complete and sign “Appendix B - Confirmation of Occupational Health & Safety Responsibilities”.

During work the Contractor shall:

- Assume responsibility for the health and safety of its workers on the site;
- Establish and maintain a system or process that will ensure its workers comply with the Workers Compensation Act and the WorkSafeBC OH&S Regulation;
- Ensure that its workers at the workplace are informed of pre-existing workplace hazards, and of any hazards on the workplace that will be created by the work;
- Ensure that its workers are adequately trained in the performance of their job tasks with particular reference to any job or task which may cause a risk to themselves, their coworkers or to any third party;
- Ensure that its workers are adequately protected from the hazards throughout the duration of the work activity;
- Ensure that if there is an accident, where there is an injury requiring medical attention or loss of life or where there was potential for an accident leading to loss of life, The City of Port Moody is advised forthwith of the details and any other information. This will be provided to The City of Port Moody for information purposes only;
- Ensure that its workers comply with any other statute, regulation or by-law which is in place to provide worker safety; and
- Immediately report to The City of Port Moody any unforeseen critical health or safety hazard that is identified during work. Together with The City of Port Moody determine and implement an effective control. Work will be allowed to continue only when the situation has been made safe.

Conclusion

Any occupational health and safety violation by the Contractor shall be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of The City of Port Moody.

Any penalties, sanctions or additional costs levied against the Contractor will be the sole responsibility of the Contractor.

I, the undersigned, acknowledge having read and understand the information above.

By signing this acknowledgement, I agree as a representative of the firm noted below, to assume the responsibilities of the Contractor.

Contractor Firm Name: (C2) _____

Contractor Representative Name: (C3) _____

Contractor Signature: (C4) _____

Date: (C5) _____

Appendix A – Extraordinary Pre-Existing Hazard Assessment

(Completed by City of Port Moody Project Manager)

NOTE: To be completed by The City of Port Moody Project Manager to make the Contractor aware of any extraordinary pre-existing hazards particular to the contract. This list does not include the routine hazards of the job or hazards not known to The City of Port Moody. Due caution is always required by the contractor.

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|------------------------------------|---|
| Option A: <input type="checkbox"/> | No extraordinary pre-existing hazards identified at this time. If extraordinary pre-existing hazards are known at a future date they will be discussed with the contractor prior to commencement of work. |
| Option B: <input type="checkbox"/> | <p>The following extraordinary pre-existing hazards are known to exist:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Working in an excavation <input type="checkbox"/> Underground utilities (e.g. gas, electricity, telecommunications, sewer, water) <input type="checkbox"/> Electric power lines – above ground/overhead <input type="checkbox"/> Asbestos or other toxic materials <input type="checkbox"/> Contaminated atmosphere <input type="checkbox"/> Danger trees <input type="checkbox"/> Sloping or uneven ground <input type="checkbox"/> Confined spaces <input type="checkbox"/> Working at elevation <input type="checkbox"/> Working on or above water <input type="checkbox"/> Energized or pressurized systems requiring lock-out <input type="checkbox"/> Dangerous vehicular traffic <input type="checkbox"/> Potentially dangerous persons or animals <input type="checkbox"/> Other, not specified above: _____ <p>Additional details/further description:</p> |

The City of Port Moody Project Manager Name (Print): _____

The City of Port Moody Project Manager Signature: _____

Department/Division: _____

Date: _____

Appendix B – Confirmation of Occupational Health & Safety Responsibilities

(Completed by Contractor)

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| Contractor understands that in any conflict of directions, the WC Act and/or the WorkSafeBC OH&S Regulation shall prevail | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Appendix A - Extraordinary Pre-Existing Hazard Assessment form received and reviewed. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor will communicate hazards to its workers and ensure that appropriate measures are taken for worker protection. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor will immediately report to The City of Port Moody any critical health or safety hazard that is identified during work and will not undertake further work until it is safe to do so. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor accepts that written documentation (e.g. safety program, safe work practices, notes, records, inspections, meetings etc.) on health and safety issues relating to the contract must be available upon request to The City of Port Moody and/or to a WorkSafeBC officer. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor confirms that the contractor and its workers will be suitably trained and competent to perform the duties for which they are assigned. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor conducts safety orientation of all their new and young workers. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor will assess and comply with the first aid requirements and ensure first aid support is in place for its workers. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor assumes responsibility for the health and safety of its workers and for ensuring compliance by its workers with the WC Act and the WorkSafeBC OH&S Regulation. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor understands any OH&S violation by the Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of The City of Port Moody. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Contractor understands any penalties, sanctions or additional costs levied against the Contractor will be the sole responsibility of the Contractor. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Contractor Firm Name: _____

Contractor Representative (Signature): _____

Date: _____