

HEALTH & SAFETY PROCEDURE FOR CONTRACTORS

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DEFINITIONS AND INTERPRETATION

City:	The City of Côte Saint-Luc, its employees, representatives, and members of the City Council.
CSST:	The <i>Commission de la santé et de la sécurité du travail</i> .
Contractor:	Individually and collectively, a contractor engaged by the City to perform, or who otherwise performs, work for the City's behalf, or who establishes or enters a Workplace; and includes the contractor's employees and workers as well as their subcontractors, suppliers and consultants (and all their respective employees and workers).
LSST:	Defined in Section 2 of this Procedure and includes the law and related Regulations.
Major Penalty:	A penalty for any violation of this Procedure or the law committed by the Contractor or its Subcontractors (including their respective employees and workers) that may be imposed on the Contractor by the City in a discretionary amount between \$200-\$500.00, depending on the gravity of the infraction or the work accident or incident.
Procedure:	This Health and Safety Procedure as time to time amended.
Workplace:	A workplace, including a construction site, established by a Contractor on, in, or proximate to a City property or facility (e.g., a municipal building, park, road, sidewalk, parking lot, etc.) in order to perform work for the City or for the City's behalf.

Titles are for convenience only. The masculine gender shall include the feminine and neutral genders, and vice versa, as appropriate. The singular shall include the plural and vice versa, as appropriate.

1. PURPOSE AND AIM

The City requires its Contractors to provide a healthy and safe environment and Workplace for the Contractors' employees/workers, their subcontractors and suppliers (and their respective employees/workers), the City, members of the public and third parties; as well as to protect the well-being of City and third party property. The City therefore requires its Contractors to set up prevention programs as appropriate, and to discharge the highest health and safety standards in connection with the performance of work for the City's behalf and/or on/within/proximate to Workplaces. This Procedure outlines the minimum health and safety responsibilities of Contractors who perform work for the City or for its behalf, and/or who establish or enter a Workplace

2. COMPLIANCE

Contractors must comply with all applicable health and safety laws, regulations, standards, and City procedures as may be in force, amended, updated or replaced from time to time. These procedures may include but are not necessarily limited to the City of Côte Saint-Luc lock out- tag out program (available upon request).

Contractors must take all necessary steps to protect their employees/workers, suppliers and subcontractors (and their respective employees/workers), the City, City clients, visitors and the general public, as well as City and third party property, from any damage or harm during the course of their work.

Without limiting the generality of the foregoing, Contractors must strictly comply with Section 51 and following, and Section 196 and following, of the LSST and any related Regulations, to the complete exoneration and indemnification of the City.

3. SKILLS AND TRAINING

It is the Contractors' sole and exclusive responsibility, to the complete exoneration and indemnification of the City, to ensure that their employees/workers and subcontractors (including their employees/workers) have the requisite competencies, skills and training for the work they will be doing, and on all the tools and equipment they will be using (including the health and safety tools and equipment) and that they keep pace with the evolving state of the art within the industry and the applicable laws and regulations. Without the need for any request by the City, the Contractor must provide sufficient documentary proof that the Contractor is qualified and trained (including in relevant health and safety standards) prior to the commencement of the work and again at any time during the work that there is a change of art, laws or regulations that has or could have an impact on the skills and training of the Contractor and its labour.

At any time during the work, the City may, but is not obligated, to ask for proof that the Contractor has fulfilled its training requirements. Upon the City's request, the Contractor must provide satisfactory written proof within the next 3 business days. The City shall not be liable to the Contractor, to the CSST, or to any third party, for any omission to ask for or obtain such proof.

In the event that the Contractor's employees/workers and subcontractors (and their employees/workers) lack the sufficient skills and/or training that are material to the work or the use of the tools and equipment and to comply with the applicable standards, laws and regulations, the Contractor must immediately, and at no extra cost to the City, train the underqualified workers, or substitute them by appropriately qualified, skilled and trained workers, or stop the work until such time as the Contractor is able to train or substitute them and provide the City with satisfactory proof of same. Contractors are responsible for resulting delays in the work as per **Section 12**.

4. WORK PLANNING

Prior to the start of work for the City, Contractors must plan their work, taking into consideration the health, safety and physical well-being of their employees/workers, their subcontractors (and their employees/workers), and the City, and any other party who will be entering the Workplace, in order to prevent or reduce the risk of health and safety infractions, work accidents, as well as incidents. Contractors must put into place the appropriate safety and prevention programs.

5. WORKPLACE

Contractors are the sole and exclusive “principal contractor” (or *maître d’oeuvre* in French) - to the complete exclusion, exoneration and indemnification of the City - in charge of the Workplace (including construction sites for clarity) and of its oversight, throughout the course of the work until and through final acceptance of the work by the City.

Without limiting the generality of the foregoing, Contractors are responsible for the preparation of/establishing/setting up the Workplace, appropriately securing, operating and managing the Workplace, monitoring the comings and goings to and from the Workplace to ensure that only authorized and properly identified individuals enter the Workplace, that they wear, use and care for the appropriate safety uniforms and equipment (see **Section 7**), that they comply with all health and safety requirements and norms including, where applicable but without limitation, creating and implementing the appropriate safety and prevention programs. The Contractors’ responsibility includes, without limitation, preventing, minimizing and managing the health and safety conditions and risks that affect their employees/workers, their suppliers and subcontractors (and their respective employees/workers), the City, and the third parties who enter the Workplace from time to time during the course of the work until and through final acceptance of the work. After final acceptance of the work, the Contractors’ responsibility includes breaking down, removing and cleaning up the Workplace, restoring the Workplace and surrounding areas to its original and good condition, and returning the Workplace to the City after removing/carting away all materials, tools, equipment, waste, debris, etc.

6. IDENTIFICATION

Contractors shall ensure that they and their employees/workers as well as their suppliers and subcontractors (and their employees/workers) performing work for the City’s behalf, or delivering materials etc., for use in the work, or when on/in/proximate to a Workplace, shall visibly wear their corporate identification (e.g., via a logo’d uniform, identity badge, etc.) to ensure that only authorized individuals enter the Workplace.

7. SAFETY UNIFORMS AND EQUIPMENT

Contractors shall provide (and promptly repair or replace as needed) all of the legally approved and/or industry-recognized health and safety uniforms, tools, devices and

equipment to their employees/workers and ensure that their employees/workers appropriately use, wear and care for them in the performance of the work and/or on/in/proximate to a Workplace. Contractors shall ensure that these safety uniforms, tools, devices and equipment are and remain in a safe and good operational condition with optimal performance, appropriate to the scope of work and/or the Workplace, throughout the course of the work.

8. SAFETY METHODS AND TECHNOLOGIES

Contractors shall ensure that their employees/workers and subcontractors (and their respective employees/workers) employ all of the state-of-the-art methods and technologies, including health and safety methods and technologies, to perform the work and, where applicable, to set up, secure, operate, manage, be in, and break down, the Workplace, the whole in a manner that meet health and safety standards and prevention programs.

Contractors shall take, use and implement all safety precautions appropriate to the work and the Workplace and where required by law or regulation, or by industry norms, shall implement the appropriate safety and prevention programs to reduce the risk of health and safety infractions and workplace accidents or incidents.

9. DIRECTIVES AND ACCEPTANCE OF WORK

Regardless of any inconsistency in any tender or contractual term, the City shall not be considered or deemed an “employer” (*employeur* in French) or a “principal contractor” (*maître d’oeuvre* in French) within the meaning of Section 1 of the LSST or otherwise. Contractors are independent contractors vis-à-vis the City and are solely and exclusively responsible, to the complete exclusion, exoneration and indemnification of the City, for the Workplace as well as for their employees/workers, their subcontractors and their employees/workers, to ensure their health, safety and physical well-being during the course of the work and in/on/proximate to a Workplace.

The City’s Contractors, and the City’s employees/workers, representatives and consultants do not bind the City and are not the City’s agents for the purposes of incurring City liability under the LSST or otherwise. Any directives given by the City or City consultants to the Contractor concerning the performance of the work, shall be from a work-acceptance point of view only. The Contractor is responsible to perform the work using the qualified labour (via its own employees/workers or subcontractors), equipment, tools, materials, suppliers, work methods and technologies it solely chooses and controls. The directives and acceptance (provisional and final) of the work given by the City or City consultants shall not incur any sole, contributory or solidary City liability, or discharge the Contractor’s sole and exclusive liability, including for any health, safety and physical well-being non-compliance or liability toward the Contractor’s employees/workers, suppliers and subcontractors (and their respective employees/workers) who perform the work or any part of it and/or in connection with a Workplace.

10. CSST; LSST INFRACTIONS

Contractors must be registered with the CSST and their account must be and remain in good standing at the time of their bid, when the contract is awarded to them by the City, prior to the start of the work, and throughout the course of the work until and through final acceptance of their work. Written proof from the CSST that the Contractor's CSST account is in good standing must be furnished by the Contractor to the City within 14 days' of the City contract being awarded to it. If more than 30 days' elapses between the date the City contract is awarded to it (as evidenced by a conforming Purchase Order) and the date of the start of the work, the Contractor must furnish written proof from the CSST that their CSST account remains in good standing prior to the start of the work. At any time during the course of the work, the City may request that the Contractor furnish written proof from the CSST that the Contractor's CSST account remains in good standing, and the Contractor shall have 7 business days to comply. The City shall not be liable to the Contractor, to the CSST, or to any third party, for any omission to ask for or obtain such proof.

Contractors must disclose to the CSST that they have been given a contract for services or work by the City and they must also disclose all of the subcontractors that they intend to use on/in connection with the work.

Contractors must consult the City's Holdback Release Procedures before applying for the release of all or any part of the holdback levied by the City against the contract price (whether as an upfront payment/deposit or as a deduction against progressive payments to the Contractor).

Within 3 business days of being so cited, the Contractor must provide the City with a copy of any infractions of the LSST cited against the Contractor. The Contractor must implement the required or appropriate corrective measures within the prescribed time limit (or if no time limit is specified in the infraction, the Contractor must act promptly) and provide the CSST and the City with written proof of the corrective measures taken. The Contractor must, within 3 business days, notify the City of any penalties, fines, etc., imposed by the CSST (or otherwise) under the LSST against the Contractor in connection with the work and/or the Workplace.

11. SUBCONTRACTORS AND SUPPLIERS

Contractors must provide (and they are deemed to so provide) this Procedure to all of its subcontractors and suppliers who perform a part of the work or supply materials for the City's behalf and/or who establish or enter a Workplace. Contractors must ensure that their subcontractors and suppliers (as well as their respective employees/workers) strictly comply with this Procedure. Any failure of the Contractor's subcontractors or suppliers to do so shall be promptly fulfilled by the Contractor without any additional cost to the City, and to the City's exoneration and indemnification.

12. LIABILITY AND PENALTY

Failure of the Contractor (including the Contractors' suppliers and subcontractors, as well as their respective employees/workers) to strictly comply with the applicable laws,

regulations and this Procedure may result in the suspension of work until corrective measures are taken and may result in a Major Penalty being levied by the City (amongst the City's other recourses) against the Contractor for each infraction or incident. The City may offset the Major Penalty against the contract price and may require from the Contractor a further reduction of the contract price to compensate it for delays in the work. The Major Penalty is independent of and in addition to any fines or damages imposed on, or claimed against, the City by the CSST, a tribunal, Workmen's Compensation Board, labour court or tribunal, a third party, or otherwise, which the Contractor must pay/reimburse the City fully for, in capital and interest and for the City's judicial and extra-judicial fees.

Without limiting the generality of the foregoing, the City shall not be liable to the Contractor or to the CSST, or to any third party, for non-compliance with any applicable laws, regulations and/or any part of this Procedure by the Contractor, its suppliers and subcontractors, as well as their respective employees/workers. The Contractor must furthermore exonerate, defend, indemnify and compensate the City for all damages, penalties, fines and claims for health and safety non-compliance, liability, payment of CSST premiums, payment of public or private insurance premiums, payouts for lost wages and benefits resulting from a work accident, damages to any party (including the City and third parties) for lost/damaged property, bodily injury and/or death, delays to the work, and any other matter relating to the applicable health and safety laws, regulations, norms and this Procedure.

THIS HEALTH AND SAFETY PROCEDURE IS UNDERSTOOD AND ACCEPTED AS A CONDITION OF THE CONTRACT FOR THE PERFORMANCE OF WORK AND/OR FOR THE ESTABLISHMENT AND/OR ENTERING OF A WORKPLACE (INCLUDING A CONSTRUCTION SITE) FOR THE CITY OF CÔTE SAINT-LUC:

Côte Saint-Luc Tender No.:

(Corporate) Name of Bidder-Entity:

Printed Name and Title of Authorized Representative:

CSST #:

Date:

Signature:
