

## Health And Safety Regulations

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1.
  - a) The City is the "City" throughout the term of this contract.
  - b) The Company is the "employer" throughout the term of this contract.
2. The Company certifies that it, its employees, its subcontractors and their employees,
  - a) are aware of their respective duties and obligations under the Occupational Health and Safety Act, as amended from time to time, and all Regulations there under (the "Act"); and
  - b) have sufficient knowledge and training to perform all matters required pursuant to this tender/contract safely and in compliance with the Act; and
  - c) are covered by WSIB insurance.
3. In the performance of all matters required pursuant to this tender/contract, the Company shall,
  - a) act safely and comply in all respects with the Act, and
  - b) ensure that its employees, its sub-contractors and their employees act safely and comply in all respects with the Act.
4. The Company shall rectify any unsafe act or practice and any non-compliance with the *Act* at its expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
5. The Company shall permit representatives of the City on site at any time or times for the purpose of inspection to determine compliance with this tender/contract.
6. No act or omission by any representative of the City shall be deemed to be an assumption of any of the duties or obligations of the Company or any of its sub-contractor under the Act.
7. The Company shall indemnify and save harmless the City,
  - a) from any loss, inconvenience, damage or cost to the City, which may result from the Company or any of its employees, its sub-contractors or their employees failing to act safely or to comply in all respects with the Act in the performance of any matters required pursuant to this tender/contract; and;
  - b) against any action or claim, and costs related thereto, brought against the City, by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Company or any of its employees, its sub-contractor or their employees in the performance of any matter required pursuant to this tender/contract;
  - c) from any and all charges, fines, penalties, and costs that may be incurred or paid by the City if the City (or any of its council members or employees) shall be made a party to any charge under the Act in relation to any violation of the Act arising out of this tender/contract;
8. The Company shall abide by the Workplace Safety & Insurance Act, as amended from time to time and all Regulations there under.

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### Condition of Work Site

9. The Company shall remove and legally dispose of debris, packaging and waste materials frequently, or as directed by the City, in accordance with all governmental regulations applicable to such activities.

### Liability

10. The Company agrees to at all times defend, fully indemnify and save harmless the City from all actions, suits, claims and demands, losses, costs, charges and expenses arising by reason of injury or death to any person or any property or charges brought or made against or incurred by the City from or relating to the work performed or to be performed herein.

### Workplace Safety & Insurance

11. The bidder shall provide the City with a Certificate of Clearance from the Workplace Safety & Insurance Board as set out herein, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board throughout the duration of the contract. The bidder shall provide the City with a Certificate of Clearance prior to final payment certifying that the City will not be liable to the Board for future payments in connection with the bidder's completion of the project.

All of the bidder's personnel must be covered by the Workplace Safety & Insurance Board at the bidder's expense.

Acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

May 2017