

The Regional Municipality of Peel Health and Safety Acknowledgement Form

For document 2025-_____ (the “Contract”)

Purpose: The Regional Municipality of Peel (the “Agency”) is committed to establishing and maintaining a safe and healthy working environment on all construction projects. This commitment includes taking every reasonable precaution to prevent personal injury, occupational illness, and damage to property, in accordance with the *Occupational Health and Safety Act* (Ontario) OSHA and applicable regulations.

This form serves as a formal acknowledgment by the Contractor of their legal obligations to provide a safe and healthy workplace for all employees, subcontractors, and authorized visitors. It reinforces the Contractor’s responsibility to comply with all applicable provisions of the OSHA its regulations, and relevant industry standards.

1. **Acknowledgements of responsibilities:**

- 1.1. **Acknowledgment of roles:** The Contractor acknowledges and agrees that the Contractor is the “constructor” and the “employer” as defined by the OSHA. The Contractor agrees to fully assume and discharge all statutory duties and obligations associated with these roles, regardless of any reference to the Contractor as the “vendor” or otherwise in the Contract or related documents.
- 1.2. **Authority to remove personnel:** The Contractor commits to fulfilling the role of “constructor” and “employer” and shall have the authority and obligation to remove its personnel or sub-contractors (or other entities, as may be defined in the Contract) from the Project site, working area or place of the work should they not comply with the Contractor’s safety program and safety instructions.
- 1.3. **Authority over other contractors:** The Contractor acknowledges that in the event the Agency directly engages any consultants, other contractors, the Agency’s own forces or other entities retained or identified by the Agency to perform work within the Project site, working area, or place of the work, the Agency will require such other entities to be subject to the authority of the Contractor in accordance with the Contractor’s role as “constructor” under OSHA. The Contractor commits to exercising such authority and controlling the work of the other entities.
- 1.4. **Site safety orientation:** The Contractor commits to conducting a documented site-specific safety orientation for all personnel, subcontractors, and authorized visitors prior to granting access to the project site, working area, or place of the work. This orientation will cover, at a minimum, key site safety rules, prohibited conduct, emergency plans and response actions, protective equipment requirements, and hazard and incident reporting requirements.
- 1.5. **Project quality audits:** The Contractor acknowledges that the Agency and the Agency’s representative(s) or agent(s) are entitled and permitted to attend the project site, working area, or place of the work at any time to perform project quality audits. These audits may include inspection of conditions, practices, programs, and documentation relating to health and safety at the place of the work. The Contractor commits to providing all reasonable assistance required to permit such inspections to occur, at no additional cost to the Agency or its representative(s) or agent(s).

2. **Laws, regulations and codes:** The Contractor shall comply, and shall require its employees, agents, subcontractors, suppliers, and anyone for whom they are responsible to comply, with all laws, ordinances, guidelines, standards, permits, statutes, by-laws, rules, regulations, or codes, and subject to all of the Agency's policies and procedures which are or become in force and are applicable to the performance of the work including, without limitation, all those relating to the preservation of the public health, occupational health and safety, and to construction safety.
3. **Indemnification:** Without restricting the generality of any other term or condition in the Contract, the Contractor shall indemnify and hold harmless the Agency, its employees, officers, and agents from any liability for claims, damages, or penalties, including reasonable legal fees to defend any offences, arising from the Contractor's failure to comply with the duties, responsibilities, and obligations of the constructor and the employer under the OSHA.
4. **Reporting and documenting:**
 - 4.1. **Records keeping:** The Contractor commits to maintaining comprehensive records of all safety incidents, inspections, and training activities. These records shall be retained for the duration of the Project and provided to the Agency upon request.
 - 4.2. **Daily hazard assessments:** The Contractor commits to completing and documenting daily field-level pre-job hazard assessments for all work activities and ensure that workers participate in these assessments. The Contractor shall provide the Agency with copies of the pre-job hazard assessments when requested.
 - 4.3. **Rectification of deficiencies:** The Contractor shall promptly address and rectify any health and safety deficiencies, or non-compliances identified during the project, whether reported internally, observed by the Agency, or identified by regulatory authorities.
5. The terms and conditions herein may be supplemented by additional terms and conditions relating to health and safety in the Contract. In the event of any inconsistency or conflict in the provisions of this Health and Safety Acknowledgment Form and the Contract, the provisions of the Contract shall take precedence and govern.
6. The Contractor acknowledges and agrees this form of acknowledgement is an integral part of the Contract. Accordingly, a breach of a term herein shall be considered a breach of the Contract.

Legal name of Contractor: _____

Signature of authorized signing officer: _____

Name of authorized signing officer: _____

Title of authorized signing officer: _____

I have the authority to bind the corporation.

The above terms and conditions have been read over and agreed this on the ____ day of _____, 20____.