
Corporate Safety Procedure

SUBJECT: Health and Safety Contractor Program

1.0 PURPOSE

- 1.1 The purpose of this policy is to establish minimum guidelines for Contractors in order to help provide and maintain a safe work environment for all employees.
- 1.2 Lanark County is committed to the protection of its employees, the environment and its physical assets. Lanark County will continue to maintain a safe work environment in order to prevent occupational injuries and illnesses
- 1.3 All employees, Contractors and employees of Contractors are responsible for complying with the requirements of the Ontario *Occupational Health and Safety Act* and its Regulations.

2.0 SCOPE

All Contractors must be an approved Contractor (completed pre-approval process of the Health & Safety Agreement checklist) before the commencement of any work.

3.0 DEFINITIONS

Approved Contractors: Contractor who has signed and returned all required documents as per this Policy.

Delivery Persons: A person who is on Lanark County property to either receive or drop off product. This person does not actually load or unload the product. If this Delivery Person does load or unload product they are considered Contractors.

Project Coordinator/Purchasing Officer: Lanark County employee who is contracting the work.

Capital project: A project in which the scope of work involves a change of use, design or creation of a new space.

4.0 STANDARDS / PROCEDURES

- 4.1 Project Coordinator/Purchasing Officer will ensure safety specifications are written into all RFP/Contract invitations.
- 4.2 Safety specification must be weighted as a consideration in the pre qualification bidding process.
- 4.3 Once a Contractor has been initially approved by the Project Coordinator/Purchasing Officer, to do the work, the Project Coordinator/Purchasing Officer shall ensure that the Contractor has executed a Contractor Health and Safety Responsibility Agreement. If not, the Project Coordinator/Purchasing Officer must prepare the Agreement for the Contractor.
- 4.4 The Project Coordinator/Purchasing Officer shall ensure the Contractor's legal name and the authorized signing officer's title is correct on the Contractor Health and Safety Responsibility Agreement.

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- 4.5 If the Project Coordinator/Purchasing Officer and the signing officer are not the same person, then the Project Coordinator/Purchasing Officer shall forward the Contractor Health and Safety Responsibility Agreement to Lanark County's signing officer for a signature.
- 4.6 The Project Coordinator/Purchasing Officer shall attach the Contractor Health and Safety Responsibility Agreement to the Construction agreement.
- 4.7 The Contractor must provide the Project Coordinator/Purchasing Officer with an up-to-date liability insurance certificate, listing Lanark County as a certificate holder. The Project Coordinator/Purchasing Officer shall ensure that the Contractor has no less than five (5) million dollars per occurrence of public and property liability insurance.
- 4.8 The Contractor must submit an up-to-date Workplace Safety and Insurance Board (WSIB) Clearance Certificate or a letter of waiver with WSIB letterhead.
- 4.9 The Contractor shall have a documented Pre-Job Meeting to identify and determine controls of all safety issues related to the scope of work in the project.
- 4.10 The Project Coordinator/Purchasing Officer shall ensure that all of the required documentation is completed and returned before the commencement of the work.
- 4.11 The Project Coordinator/Purchasing Officer will keep the list of Approved Contractors.
- 4.12 The Contractor shall be responsible for maintaining or providing any material safety data sheets (MSDS) for all Workplace Hazardous Materials Information System (WHMIS) products used on the project.
- 4.13 Delivery persons are not required to endorse a Contractor Health and Safety Responsibility Agreement. However, they shall not perform any services, other than delivery, while on Company premises.

5.0 ROLES AND RESPONSIBILITIES

- 5.1 The Project Coordinator/Purchasing Officer shall ensure that the signed Contractor's Health and Safety Responsibility Agreement, along with a copy of the Contractor's WSIB Clearance Certificate, a copy of their liability insurance, the signed Pre-Meeting Form and Safety Program Pre-Job Meeting for Contractor Form is received before any work commences.
- 5.2 The Project Coordinator/Purchasing Officer shall forward a copy of this document and any required health and safety procedures identified as relevant for the project to the Contractor.
- 5.3 The Project Coordinator/Purchasing Officer will keep the list of Approved Contractors.

6.0 COMMUNICATION

This procedure will be communicated by the Project Coordinator/Purchasing Officer to the Contractor.

7.0 TRAINING

The Project Coordinator/Purchasing Officer is responsible to ensure that the Contractor is conducting training and in turn the Contractors employee's or sub-contractor are also trained.

8.0 EVALUATION

Evaluation of this procedure will be done every three years or if corrective action is identified due to an injury / illness or incident as a result of a contractor issue.

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9.0 REFERENCES:

9.1 Forms

Contractor Health and Safety Agreement Checklist
Contractor Health and Safety Responsibility Agreement
Contractor Safety Considerations

9.2 County of Lanark Policies and Procedures/Documents

Purchasing Procedure
Lockout Procedure
Personal Protective Equipment
Hot work Procedure
WHMIS Procedures
Confined Space Procedures

9.3 Other Resources

OHSA Industrial Establishments 851
OHSA Construction Projects Regulations 213/91
Ontario Building Code, Regulations, Asbestos on Construction Projects, Regulation 838

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CONTRACTOR HEALTH and SAFETY AGREEMENT CHECKLIST

Contractor Name: _____
Contractor's Rep.: _____ Phone and Fax No.: _____
Address: _____

(x) Check as Reviewed/Received	Review	Misc. Notes
	Safety specifications are written into all RFP/Contract invitations	
	Signed Contractor Health and Safety Responsibility Agreement	
	Received WSIB Clearance Certificate (no more than 60 days old)	
	Contractor provide a copy of their health and safety program.	
	Received a copy of the Contractor's accident history with the exception of general contractors (for one year).	
	Received up-to-date liability insurance certificate (Lanark County listed as certificate holder with a min. of 5 million coverage)	
	Signed Pre-Meeting Form for Contractors including on going communication with the contractor respecting safety related aspects of the work and roles and responsibilities.	
	Has the contractor identified competent supervision or has Lanark County been assigned to monitor the contractor.	
	Licenseses & certificates of contractor employees or other applicable training requirements. For example: AZ license, welding ticket(s) if applicable.	
	Forward Lanark County Rules and Regulations to Contractor	
	Contractor to provide or have available on site any MSDS for any WHMIS controlled products	

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	Advise of any special hazards connected with the workplace i.e., emergency response procedures, hazardous areas, etc.	
	Advise Contractor all occupational injuries that occur on our property must be reported immediately to the County	
	Contractor's aware of their responsibility to ensure that their employees possess and use all required PPE for their work	

Lanark County Project Coordinator/Purchasing Officer

Date

Contractor's Rep.

Date

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10.0 CONTRACTOR'S EQUIPMENT AND MATERIAL REQUIREMENTS

10.1 Ladders, Tools, Equipment:

- 10.1.2 Only ladders with approved type safety feet are to be used;
- 10.1.3 Wooden ladders are not allowed;
- 10.1.4 Extension ladders must be tied off;
- 10.1.5 Stepladders must never be used as straight ladders;
- 10.1.6 No one shall stand on the top step of a stepladder.

10.2 Compressed Gas Cylinders:

- 10.2.1 Compressed gas cylinders in use must be chained securely in a upright position;
- 10.2.2 Cylinders in storage must be capped and securely chained;
- 10.2.3 Cylinders must not be hoisted by crane above ground level without the use of a cylinder carrier and approval of the engineer in charge;
- 10.2.4 Full and empty cylinders must not be moved without the safety caps screwed on.

10.3 Chains Ropes and Hoisting Equipment:

- 10.3.1 Cranes may be put into position, relocated or removed from the County only under the direction of the engineer in charge;
- 10.3.2 All persons must be stopped from walking or passing under any boom and under loads being transported by a crane or any hoisting device;
- 10.3.3 When work is stopped, the crane must be left in a safe condition;
- 10.3.4 No object shall be hoisted by crane over occupied areas of the County site;
- 10.3.5 Objects lifted using a single point must have dual tag lines;
- 10.3.6 All cranes must have current certification documents.

10.4 Electrical Equipment:

- 10.4.1 All Contractor's electrical equipment shall be kept in good condition and be CSA approved;
- 10.4.2 All electrical meters used on voltages greater than 120v must be equipped with suitable high energy fusing capable of interrupting the voltage levels being measured.

10.5 Power Tools/Lift Trucks:

- 10.5.1 All power tools shall be electric or air driven;
- 10.5.2 Shall comply with the Ministry of Labour guideline respecting competence standards for operators of industrial lift trucks;
- 10.5.3 All lift trucks must be equipped with a fire extinguisher.
- 10.5.4 All lift truck operators must have a valid lift truck license.

10.6 Chemicals:

- 10.6.1 A Contractor must submit a list of any chemicals and their material safety data sheets that they intend to use in the performance of the contract work;
- 10.6.2 Before bringing any chemical into the County, approval for its use must be granted by the Project Coordinator/Purchasing Officer
- 10.6.3 It is the contractor's responsibility to instruct his employees in appropriate chemical safety and the proper WHMIS procedure;
- 10.6.4 All chemicals used on County site will be properly sealed and stored after use;

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10.7 Hazard Waste Disposal:

10.7.1 The disposal of hazardous waste, i.e. oils, paints, solvents, etc., must be done correctly and in compliance to appropriate regulations;

10.7.2 Hazardous wastes will not be disposed of in garbage containers, drains or any other unauthorized area

10.8 Non-Hazardous/Construction Waste Disposal:

10.8.1 All construction/demolition waste generated by contractors must be collected, transported and disposed in contractor-provided carts and roll off containers

10.8.2 Before bringing a roll off container on site, consult with Project Coordinator/Purchasing Officer

10.8.3 Liaise with the Project Coordinator/Purchasing Officer to ensure compliance with County's policies for disposal of the following:

- a) Biohazards
- b) Chemicals(solids, liquids and gases)
- c) Construction waste (MOE regulations for leachate testing)
- d) Confidential waste
- e) Domestic and recycling

10.9 Spills:

10.9.1 Any spill must be reported immediately to the Project Coordinator/Purchasing Officer or delegate

10.9.2 The contractor will be responsible for all clean-up associated with the spill

10.10 Asbestos/Mould:

10.10.1 In the event of the need to cut into or remove any asbestos material or mould, the contractor must notify the Project Coordinator/Purchasing Officer immediately.

10.10.2 Only an approved contractor using approved methods must do asbestos cutting or removal or mould removal.

10.11 Gasoline, Propane, Diesel Equipment:

10.11.1 Propane, diesel or gasoline powered equipment is not allowed except with approval of the Project Coordinator/Purchasing Officer;

10.11.2 If this type of equipment is being used indoors for any project, safe nightly storage of the equipment must be reviewed and approved by the Project Coordinator/Purchasing Officer.

10.12 Extension Cords and Trouble Lights:

10.12.1 Lights, such as flashlights, must be certified for Class I, Group D usage;

10.12.2 Cords used in damp or wet areas must be used in conjunction with a GFCI device.

11.0 CONTRACTOR EMPLOYEE CONTROL

11.1 Contractor's Employees must remain in the designated work area and are not permitted in other parts of the site unless specific permission has been given.

11.2 Contractors are not permitted in the County storeroom unless accompanied by a County employee.

11.3 A representative of the Contractor shall personally escort his men in their initial trip to storerooms and storage areas for material or equipment.

11.4 No loitering or aimless wandering through the County will be tolerated.

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11.5 All tools left at the County after the normal work hours should be under lock and key in order to avoid losses.

11.6 Contractors leaving the site during the day for any reason (such as for lunch, pick-ups, etc.) must advise their County liaison contact on the way out and upon their return, when they return.

12.0 SUB-CONTRACTORS

12.1 Sub-Contractors hired by a Contractor must comply with all rules and regulations and other County safety and security policies.

12.2 The Contractor must advise the County of the use of sub-Contractors and that Safety Orientation has been completed before bringing them on site.

13.0 INFECTION CONTROL

13.1 Awareness of Standards and Practices:

Contract employees must be aware that the County requires a higher standard of health and hygiene. When any work involves the possible impact of staff all applicable Infection Control practices must be adhered to.

13.2 Air Handling:

13.2.1 Adequate air intake quality must be maintained;

13.2.2 Dust and dirt control measures must be implemented where necessary and in any patient-care areas (e.g. Barriers, HEPA filters, entrance mats, sealing of doors/windows and exhaust vents, daily mopping/vacuuming).

14.0 SPECIFIC RULES AND REGULATIONS (LISTED ALPHABETICALLY)

14.1 Alcohol, Illegal Drugs and Narcotics:

14.1.1 Contract employees who appear to be under the influence of alcohol, illegal drugs or narcotics will not be admitted to or allowed on site.

14.1.2 The possession and use of alcoholic beverages, illegal drugs and narcotics are prohibited on site.

14.1.3 Any contract employee found on site under the influence or in possession of alcohol, illegal drugs or narcotics will be barred from the site.

14.2 Cameras and Video Equipment:

The use of cameras or video equipment is not permitted on the County premises without prior authorization of the Project Coordinator/Purchasing Officer.

14.3 Chemicals (Contractors Must):

14.3.1 Provide MSDS's to Project Coordinator/Purchasing Officer prior to coming on site.

14.3.2 Ensure Contractor retains 2nd set of MSDS's on site at the work area.

14.3.3 Ensure all chemicals are labeled and stored in accordance with WHMIS legislation.

14.3.4 Keep chemicals in sealed containers and ensure lids are on containers when not in use.

14.3.5 Not store incompatible chemicals together (flammables & oxidizers).

14.3.6 Have a plan for proper disposal of chemicals. NEVER pour chemicals down the drain. If necessary, consult Safety Manager for disposal information.

14.3.7 DO NOT LEAVE ANY CHEMICALS ON SITE AFTER YOU COMPLETE THE JOB. You will be asked to come and collect them.

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14.4 Cleaning of Job Site:

14.4.1 The Contract Employee must keep the job site clean and free from rubbish as often as directed by the Project Coordinator/Purchasing Officer in charge.

14.4.2 At the close of this work the Contractor must:

- a) Remove all equipment, hazardous waste and any chemicals;
- b) Properly dispose of rubbish and debris;
- c) Clean his work area;
- d) Clean and repair any adjacent work area that has been damaged or marred by his operations;
- e) Leave the premises clean as far as work is concerned;
- f) Ensure nails are removed or bent over in all boards and crating materials that are not immediately removed from job site;
- g) Ensure that requirements of job specifications have been adhered to.

14.5 Columns and Beams:

No columns or beams may be drilled or cut without approval from the Project Coordinator/Purchasing Officer.

14.6 Restricted or Confined Space Entry:

14.6.1 Entry into Restricted and/or confined spaces is prohibited unless authorized by the Project Coordinator/Purchasing Officer and is only allowed when all aspects of the County's Restricted and Confined Space Safety Program have been complied with.

14.6.2 Please make reference to the Restricted and/or Confined Space Safety Program for further details and direction.

14.6.3 Entry into any Restricted and/or Confined space prohibited until the first two points are fully implemented and resolved.

14.7 Department:

Gambling, horseplay (such as fighting, throwing objects) and fighting or other similar acts are prohibited.

14.8 Existing Utilities and Fire Alarm Service:

14.8.1 Existing underground and overhead utilities, communication and fire alarm services will be located for the Contract Employee by County Project Coordinator/Purchasing Officers.

14.8.2 The Contract Employee will protect these utilities and services from damage to prevent possible accidents or loss of fire protection and communication services.

14.8.3 Any work without a permit causing an alarm not consistent with an actual emergency will be viewed as a false alarm, and costs associated with the alarm will be recouped by the County from the Contractor.

14.9 Explosive Tools:

The use of explosive driven tools is strictly prohibited within all buildings and grounds of the County.

14.10 Fire Protection:

14.10.1 All Contract Employees performing work with any flame, spark or heat producing devices will manage fire protection and prevention programs to ensure there are no fire exposures to County facilities.

14.10.2 Permit for Welding, Open Flames, etc.:

- a) The Contract Employees must obtain daily, for each shift and for each location, a permit (Fire Permit) for open flame or arc cutting, burning, welding,

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or other apparatus producing open flames or sparks capable of acting as a source of ignition.

- b) The Project Coordinator/Purchasing Officer may issue permits in conjunction with Contract Employees.
- c) The permit shall at all times be posted in the area of work.
- d) Completed permit must be returned each day to the County's Project Coordinator/Purchasing Officer.

14.10.3 Interference with Fire Department Operations/Equipment:
Contractor Employees must obtain permission from the Project Coordinator/Purchasing Officer in charge whenever work entails:

- a) Shutting off a water main
- b) Shutting off or using water from a fire hydrant
- c) Shutting off a sprinkler system
- d) Blocking a roadway so that fire fighting equipment cannot pass
- e) Blocking access to fire equipment or hydrants
- f) Blocking off, removing or changing any exit or fire escape.

14.10.4 Fire Watchers

- a) Contract Employees must be assigned as firewatchers as required by the work in progress and these watchers must not leave the job until relieved.
- b) The firewatchers must be fully instructed in the use of fire extinguishers and the County's routing to obtain help in case of a fire.

14.10.5 Fire Extinguishers

- a) Contract Employee is responsible for providing and maintaining suitable ULC labelled fire extinguishers for their project.
- b) They must be placed at each location where "first aid" fire extinguishing equipment is generally required.
- c) All fire extinguishers shall be underwriter's approved type.
- d) The County has additional fire extinguishing equipment available to supplement the Contractor's but this is only to be used in an emergency.

14.10.6 Area Protection

- a) Under certain conditions and in certain locations, it is imperative that any operations that may create a source of ignition be carefully isolated from adjoining hazardous areas
- b) In these cases, the Contract Employee shall provide and install fire resistant curtains or tarpaulins (saturated with water) to confine all sparks within the approved work area and to limit penetration of the work area by dangerous vapours
- c) Within the confines of the immediate work area, all openings to floors above and below must be blanketed off to prevent spreading of sparks.

14.10.7 Flammable Liquids

- a) All flammable liquids used by Contract Employees in the County must be stored in approved containers fitted with flash arrester screens.
- b) Containers for bulk storage of flammable liquids must be clearly labeled and approved by the Project Coordinator/Purchasing Officer in charge.
- c) All bulk containers must be properly diked to contain spillage of the full contents of that container(s).

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- d) All transferring of solvents must be grounded and bonded properly to prevent static sparks.
 - e) Welding or hot work of any kind must be stopped in the event of any spillage of flammable material until such conditions are remedied or determined to be safe by the County's Project Coordinator/Purchasing Officer in charge.
- 14.10.8 Engine Fuelling
- a) Engines must be shut off before adding fuel to the tank
 - b) Only approved containers are to be used for handling gasoline or engine fuel and must be accompanied with a "flash arrester" screen
 - c) All gasoline or diesel fuelled equipment must be re-fuelled outdoors.
- 14.10.9 Fire Alarm Signal
- a) It is important that Contract Employees know how to respond to a fire alarm.
 - b) When an emergency occurs, Contract Employees must be alert for the possible necessity to move equipment, to unblock roadways or to provide access to areas or perform other duties required in their work area by the emergency.
 - c) The job must not be left unprotected even though work has temporarily ceased.
 - d) All Contract Employees must know the sound of the fire alarm signal.
- 14.10.10 Evacuation Alarm
- a) All Contract Employees must know the sound of the evacuation alarm and be familiar with evacuation routes in their work areas.
 - b) In the event that the evacuation alarm sounds, all Contract Employees must stop work and shut down all equipment (if safe to do so).
 - c) Prepare to leave the building immediately through the nearest exit and proceed to 300 feet away from the building.
- 14.11 Firearms, Ammunition, Fireworks:
- 14.11.1 Firearms, ammunition or fireworks are prohibited at the County.
 - 14.11.2 Contract Employees found using or possessing firearms, ammunition or fireworks will be barred from the site.
- 14.12 First Aid:
- 14.12.1 Contractors must provide a first aid kit for the use of their employees
 - 14.12.2 The County has emergency first aid facilities available to Contract Employees via the Human Resources office during daytime hours Monday to Friday. For alternate sites, or during evening, weekend and holiday hours, Contract Workers may access the Emergency Department at the local Hospital.
 - 14.12.3 In all cases, the requirement of OSHA First Aid Regulations must be met.
- 14.13 Live Electrical Equipment:
- 14.13.1 Contract Employees shall not work on, nor pull live electrical wires without prior approval of the Project Coordinator/Purchasing Officer.
 - 14.13.2 Contract Employees may not work on or near overhead power lines without proper authorization.
- 14.14 Lockout Procedure:
- 14.14.1 This procedure is intended to protect all workers from exposure to hazards such as moving equipment, electrical shock, burns, etc.

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- 14.14.2 The five basic steps to the procedure to ensure complete safety are:
STOP>LOCK>TRY IT>PROCEED>UNLOCK
- 14.14.3 Contract Employees working on a piece of equipment must:
 - a) Install his own lock and tag, ensuring there is a lock and tag for each energy source;
 - b) Check with the Project Coordinator/Purchasing Officer to ensure lock out is done at correct areas;
 - c) Check equipment to ensure it will not start before proceeding with work;
 - d) Remove lock and tag when work is completed.
- 14.15 Notification of an Emergency/Hazard:
Notification shall be made to the Project Coordinator/Purchasing Officer by the Contract Employee in cases of major reportable injuries, fires, security losses, environmental spills or other hazards.
- 14.16 Painting:
 - 14.16.1 No painting shall be started without obtaining permission of the Project Coordinator/Purchasing Officer.
 - 14.16.2 The Contractor must supply suitable safety equipment for Contract Employee protection.
- 14.17 Personal Protective Equipment:
 - 14.17.1 Personal protective equipment shall be worn as required or directed to provide maximum protection specific circumstances.
 - 14.17.2 Eye Protection
 - a) Contract Employees must wear approved eye protection.
 - b) On welding operations Contract Employees must supply screens and tarps so as to protect the eyes of any County personnel and Contract Employee welders and helpers must wear proper eye protection.
 - c) Contractors must furnish their Contract Employees with suitable personal protection for the work at hand.
 - d) Prescription safety glasses must have fixed side shields or secondary safety glasses over top.
 - 14.17.3 Head Covering
 - o Hard hats are required in areas where overhead work is in progress or on all construction projects.
 - 14.17.4 Respiratory Protection
 - o Respirators of specific types may be required under special hazardous conditions.
 - 14.7.5 Foot Protection
 - o All Contract Employees working in County areas require approved safety shoes/boots.
 - 14.7.6 Hearing Protection
 - a) Where signed (e.g. mechanical rooms), contract employees must wear hearing protection.
 - b) Contract Employees must wear hearing protection while operating equipment generating loud noise (e.g. jack hammers, concrete saws, etc.)
 - 14.7.6 Clothing
 - a) Contract Employees shall not wear sleeveless shirts or short pants

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b) Loose clothing and neckties are not permitted.

14.18 Personnel Lifts:

14.18.1 This procedure is intended to protect all Contract Employees from falling from a height when using a personnel lifting device

14.18.2 A proper lifting cage, lift truck training certificate, safety harness and lanyard are required, and the area properly protected with pylons or roped off.

14.19 Protection of Work:

14.19.1 A Contract Employee must assume full responsibility for the protection of his work and also for the work of others affected by the progression of his work during and to its completion.

14.19.2 The method of protection must be reviewed and approved by the Project Coordinator/Purchasing Officer.

14.19.3 Barriers

a) The Contract Employee must erect and maintain proper temporary barriers or rails and electric warning lights (approved by the County's Project Coordinator/Purchasing Officer in charge) around ditches, stairwells, elevator shafts and other openings in floors, roofs and walls, and at access levels to temporary stairs or ladders.

b) No barriers shall be removed or altered without the approval of the engineer in charge.

c) All barriers shall comply with the requirements of OHSa.

14.19.4 Working Above Ground Level

Whenever it is necessary for Contract Employees to work above ground or floor level on structures or equipment then:

a) Approved staging, scaffolds or flooring must be used that meet the requirements of OHSa

b) Ladders must be rigidly secured, tied off and must be equipped with approved non-slip ladder feet

c) The Contract Employee must wear a safety harness and safety lanyard if working above ten(10) feet

d) The safety lanyard must not be attached to the ladder

e) All scaffolding, runways and other temporary construction must be rigidly built so as to support safely four times the weight of all material, apparatus, equipment and men to be placed hereon as required by provincial law

f) Scaffolding must be fully planked, braced vertically, horizontally and have proper guard-rails

g) All areas below overhead work must be completely marked off and Contract Employees working within this area must wear a hard hat.

14.19.5 Loading Structures

a) The Contract Employee shall not load, nor permit to be loaded, any part of a permanent or temporary structure with a weight to endanger its safety.

b) When stairways are installed, permanent handrails should be provided immediately.

c) If this cannot be done, suitable temporary handrails must be provided until the permanent handrails are installed.

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14.19.6 Tripping Hazards

The Contract Employee must not permit any tripping hazards to be put in passageways, aisles, stairwell, etc.

14.19.7 Excavation

- a) The Contract Employee must furnish all shoring, sheathing, bracing, etc., that may be required to make trenches and excavation safe for the County and Contract Employee and to comply with OSHA regulations.
- b) Contractors should consult the Project Coordinator/Purchasing Officer regarding usual local conditions in excavating.
- c) Excavated materials shall be placed or piled where designated by the Project Coordinator/Purchasing Officer so as not to block the access to process equipment buildings, roads and railroads during the progress of work.
- d) Excess or inferior materials must be removed as designated by specific instructions for the Project Coordinator/Purchasing Officer.

14.19.8 Floor Coverings and Holes

- a) The Contract Employee shall cover all floor openings/holes with material of adequate strength to prevent persons or equipment from breaking through
- b) It shall be properly secured to prevent movement.
- c) Covers must extend at least 4" beyond openings.
- d) Openings greater than 2 feet must have additional support structure.

14.20 Radiation:

Only qualified and trained Contract Employees will be allowed to install, adjust and operate equipment containing radioactive sources per Canadian Nuclear Safety Commission regulations.

14.21 Roadways and Walkways:

The Contractor must maintain all roadways and walkways in a safe, passable condition during the progress of the job.

14.22 Roof:

When performing work on the roof appropriate fall restraining protection must be worn per OSHA regulations.

14.23 Sanitary Facilities:

The County's Project Coordinator/Purchasing Officer in charge of each project will arrange for sanitary toilet facilities for use of Contract Employees, if required.

14.24 Smoking and Regulations:

Smoking will only be allowed in designated smoking areas and in accordance with municipal bylaws.

14.25 Speed Limit:

14.25.1 The speed limit for motor vehicles on County grounds is 40 km/h.

14.25.2 Contract Employee drivers must observe this speed limit and drive carefully, being alert for pedestrians and other vehicles on the grounds.

14.26 Utilities (Electricity, Water and Fuel)

The Contract Employee shall not connect either temporarily or permanently to any utility line nor operate valves or switches on any such lines without specific authorization by the County's Project Coordinator/Purchasing Officer or his delegate.

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14.27 Vehicle Control

- 14.27.1 Contractor vehicles carrying tools and equipment may enter the County parking areas but may not be parked in front of building access doors or access road gates.
- 14.27.2 The County's Project Coordinator/Purchasing Officer in charge must give advance notice before heavy equipment and delivery trucks will be permitted to enter the County during nights, Saturdays and Sundays.

15.0 CONCLUSION

The primary intent and purpose of this procedure is to educate you in the policies of the County and to provide you with an understanding of health and safety at the workplace. It does not replace any laws or responsibilities that we have as employers, supervisors and workers under the law. We ask that you review this procedure and make yourself aware of the requirements of your jobs. Your safety and the safety of all workers at the workplace is one of our most important issues.

As stated in several sections of this procedure, if you are not sure of the procedure or if you sense danger, please ask for help and direction from your supervisor. We require you to take every precaution possible to protect yourself and others from injury.

If we work together, with a sharing of ideas and a goal of preventing accidents, we will reduce and possible eliminate accidents in the future.

Your suggestions and ideas are encouraged and welcome.

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16.0 ACKNOWLEDGEMENT

There are a few reasons why we ask the employees to sign this document. First, it allows us to know who has received the document and when they received it. Secondly, as updates are made to the Occupational Health and Safety Laws or the County Procedures, we can update the procedure and make sure that you receive the proper updated information. Finally, it indicates that you have received a copy, you understand the basic contents and principles of the policy and that you will cooperate with the County in observing Occupational Health & Safety laws and safe work practices at all times for the benefit of your safety and the safety of others.

“my Company, sub contractors and I, the undersigned, having received distributed and read the information contained herein, agree to abide and comply with all Occupational Health & Safety laws and the principles of this procedure to the best of my ability. I am also aware that violations of this County’s policies and procedures or the OSHA & Regulations can lead to disciplinary action up to and including discharge. I further accept that the health and safety of myself, fellow employees and other workers is a top priority and I will work towards preventing any and all accidents and/or loss while at work”.

Contractor Representative (printed)

Supervisor

Contractor Representative Signature

Date

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CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____, between _____ (the "Contractor"), having an office at _____ and _____ (the "County") having a facility at _____.

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 Lanark County 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 Lanark County 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 the County harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the County 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 Lanark County, 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 five million (\$5,000,000) 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 Lanark County as an additional insured and a certificate acknowledging same must be provided to Lanark County.
5. **The Contractor shall abide by and shall ensure that each of the Contractor's employees and subcontractor's employees (if applicable) abide by Lanark County's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by Lanark County to provide additional precautions as deemed necessary by Lanark County 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 Lanark County, without any further obligation on the part of Lanark County.**
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.

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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 Lanark County.
10. No contracted work offers will be granted by Lanark County unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of Lanark County.

Accepted this ____ day of _____ 20____.

CONTRACTOR
by: _____
(authorized signing officer)
Print Name: _____
Print Title: _____

COMPANY
by: _____
Print Name: _____
Print Title: _____

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