

# BelVan Construction

## Contractor Compliance Program

### PART B - AGREEMENT

### CONTRACTOR INFORMATION

#### PLEASE PRINT CLEARLY

Company     Self Employed    WCB     Yes     No

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ PC: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

A list of current employees must be provided to BelVan Construction.



## Contractor Compliance Program – Part B

### BelVan Construction

And

\_\_\_\_\_  
 Name of Contracted Company – Hereafter called the “contractor”

Whereas the contractor has agreed with **BelVan Construction** to perform *contracted work and supply all labour, products, tools, construction machinery and equipment necessary therefore as hereinafter set forth;*

### **1.0 The Work**

The contractor hereby agrees to supply and install the items as required by the manufacturer specifications, plans, permits. The work which the contractor will perform, will consist of providing all materials, tools, equipment, permits, transportation and other facilities as well as all labor, including proper supervision, required for the satisfactory completion of all functions of the work (the “Scope of Work”). The contractor agrees that where this agreement imposes an obligation on the contractor, that obligation shall include an obligation on the contractor to ensure that its directors, officers, employees, agents and permitted sub-contractors comply with such obligation.

### **2.0 Occupational Health and Safety Legislation**

The contractor acknowledges that BelVan Construction attaches high priority to protecting the health and safety of all workers and members of the public from accidents in the workplace. contractor also acknowledges that BelVan Construction health and safety requirements may exceed the requirements of the Occupational Health and Safety legislation or industry practices. The contractor agrees to abide by these requirements and the expectation to take all necessary safety precautions while conducting work for BelVan Construction The contractor acknowledges that in carrying out its work the contractor will comply, and will ensure that its officers, directors, employees and permitted sub-contractors shall comply, with the Occupational Health and Safety Act, Regulations and Code within the jurisdiction the work is being performed in.

### **3.0 Workers Compensation**

The contractor agrees to obtain and maintain at its expense during the term for which is provides services to BelVan Construction Workers Compensation insurance in the statutory required amounts. BelVan Construction will be provided with a Workers Compensation Clearance Letter within 10 days of the award of contract. Another letter will be required prior to the release of holdback.

### **4.0 Insurance**

Before the contractor begins any work and thereafter for BelVan Construction the contractor shall obtain and maintain for the term of this Agreement and for a period of not less than two years following such term. The contractor will provide BelVan Construction a comprehensive or commercial general liability insurance coverage. The insurance coverage minimums will be **\$2,000,000.00** or by a specified amount agreed upon. Automobile Liability insurance will also be provided from the date of commencement of the subcontract work until one year after the date of completion. BelVan Construction holds the right to request updated insurance at any time during the contract term, It is the contractors responsibility to advise the client of any changes to their insurance or general liability policies while under the contract term.

### **5.0 Materials and Equipment**

Contractor warrants that all materials and equipment which are installed or brought to site will be new unless otherwise specified, will be of good quality, safe for their intended purpose and will be installed in accordance with manufacturer specifications. BelVan Construction reserves the right to refuse or reject materials or equipment which does not meet the standards of this agreement. The contractor is responsible for the maintenance, safe use, care and repair of all equipment brought to BelVan Construction locations. The contractor will follow a lock out tag out system and maintenance program for defective tools and equipment. A copy of all manufacturer specifications shall be available to workers at all times. The contractor shall ensure that

only workers certified and experienced and deemed competent will operate tools and equipment. The contractor is and that the contractor is solely responsible for ensuring that its employees and permitted sub-contractors have the required education, training, experience and permits to safely and effectively use contractor's tools and equipment, or any permitted BelVan Construction equipment.

## 6.0 Contractor Safety Program

All contractors are required to have a Health and Safety Program which meets federal and provincial legislation, applicable municipal bylaws, recommended industry practices, and site specific Prime contractor requirements. BelVan Construction will communicate all additional requirements based off project needs. All contractor Health and Safety programs will be monitored for effectiveness by BelVan Construction. If the contractor does not have a Health and Safety Program, the contractor agrees to follow BelVan Construction's Health and Safety Program in addition to all applicable legal standards. The contractor agrees that it is its sole responsibility to inform itself of such standards and to ensure compliance by it, its directors, officers, employees and permitted contractors.". The contractor agrees to comply with the BelVan Construction Contractor HSE Compliance Program at all times.

## 7.0 Performance of Work

Contractor will perform all work in accordance with the following procedures as well as other rules and regulations that BelVan Construction and its clients impose: The following will outline the requirements however they are not limited to the following and subject to change after the signing of this contract. "BelVan Construction may modify, remove or add additional requirements during the term of this agreement by providing notice of such change to the contractor, and the contractor agrees to be bound by such requirements.

- 7.1 The contractor will provide competent supervision on the work site at all times and provide a safe working environment for the duration of the project. In the event that the site supervisor leaves, an alternative competent supervisor must be appointed.
- 7.2 The contractor is to ensure that all their workers are adequately qualified and suitably trained to perform work safely. The contractor agrees to take on the role of Prime contractor as specified in the "Scope of Work".
- 7.3 The contractor will meet the BelVan Construction Safety reporting and documentation requirements. The contractor agrees to attend, participate in all safety meetings as required.
- 7.4 The contractor will conduct field level hazard assessments, identify and mitigate hazards to ensure compliance with the *Occupational Health and Safety Legislation in the jurisdiction that the work is being performed*.
- 7.5 The contractor will work in cooperation to protect the health and safety of all persons on or near the worksite for the duration of the project.
- 7.6 Personal protective equipment will be provided by the contractor based on the project requirements.
- 7.7 The contractor will comply with WHMIS programs and provide employees with access to safety data sheets. Safety data sheets will be provided to BelVan Construction upon request.
- 7.8 The contractor will attend the BelVan Construction Safety Orientation prior to the start of work.
- 7.9 The contractor will maintain the highest level of housekeeping and upon project completion agrees to pay all reasonable costs of such clean up and removal of waste products and debris.

## 8.0 Termination

BelVan Construction May terminate this agreement without notice and require the contractor to cease work if the contractors work has not been performed in accordance to this agreement.

### 9.0 Indemnity

The contractor shall indemnify BelVan Construction and its affiliates, and their respective directors, officers and employees from any and all claims, penalties or fines, losses, expenses, liabilities, demands, obligations, disbursements (on a solicitor-client basis) costs, legal fees of every kind including without limitation any injury or death of any person, loss of property by whomever owned and without regard to the cause or causes of negligence or strict liability arising from the provision of the work by the contractor (or its directors, officers, agents, employees or contractors), a failure to provide such work, or arising from a breach of this agreement.

This agreement signed on \_\_\_\_\_ and is intended to govern the ongoing relationship between BelVan Construction and the contractor. In signing this document, it is agreed by both Parties the agreement is understood and will be adhered to for all work performed for BelVan Construction

<b>SIGNATURE</b>	<b>Date:</b> as stated above	<b>SIGNATURE</b>	<b>Date:</b>
<b>Contractor</b> (Signature)	Printed Name	<b>BelVan Construction</b> (Signature)	Printed Name