New Westminster

Prime Contractor Designation Agreement

Form Title:	Prime Contractor Designation Agreement
Issue Date:	December 2016
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This Agreement made effective this ___ day of _____ 2019

BETWEEN: **THE CORPORATION OF THE CITY OF NEW WESTMINSTER**

511 Royal Avenue, New Westminster, BC, V3L 1H9

(hereinafter called the "City")

AND: **"CONTRACTOR"**

Address

(hereinafter called the "Contractor")

WHEREAS:

A. The City and the Contractor have entered into an agreement related to [description of project and project #] (the "Project") [pursuant to a bid tender process] (the "Agreement");

B. It is a term of the Agreement that the Contractor will assume the role and responsibilities of Prime Contractor as set out by the BC *Workers Compensation Act* and the BC *Occupational Health and Safety Regulation* (the "*OH&S Regulation*");

C. It is a term of the Agreement that the Contractor will meet with a representative of the City to review and accept responsibilities as identified in the City's Prime Contractor Designation;

D. The City and the Contractor wish through this Prime Contractor Designation agreement to set out the terms and conditions that apply to the Contractor as Prime Contractor for the

Project;

THEREFORE, for valid consideration, the receipt and sufficiency of which is acknowledged, the City and the Contractor agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Prime Contractor Designation agreement:

(a) "Agreement" means the agreement entered into between the City and the Contractor on [date] in relation to [description of services] for the Project;

(b) "Hazardous Materials Report" means a report prepared by a qualified person in accordance with s. 20.112 of the *OH&S Regulation*;

(c) "Owner" means the City, which is the owner of the Project;

(d) "Project" means [description of project];

(e) "Project Manager" means [name, position], who is the City's designate with responsibility to liaise with the Contractor for the purpose of managing, overseeing, coordinating or in any other way administering the Project.

1.2 In this agreement, the singular and plural are interchangeable.

1.3 Any reference to the *Workers Compensation Act* and/or the *OH&S Regulation* in this agreement shall be to the version of such legislation as may be in force from time to time in the province of British Columbia.

2. PRIME CONTRACTOR DESIGNATION

2.1 The Contractor agrees to assume the responsibilities of Prime Contractor for the Project, as set out in the *Workers Compensation Act* and the *OH&S Regulation*.

3. CONTRACTOR RESPONSIBILITIES AS PRIME CONTRACTOR

3.1 As Prime Contractor for the Project, the Contractor will:

(a) ensure that the activities of employers, workers and other persons at the Project relating to occupational health and safety are coordinated; and

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance at the Project with the *Workers Compensation Act* and the *OH&S Regulation*.

3.2 Without limiting the generality of the foregoing, the Contractor will:

(a) prior to beginning demolition or construction work on the Project, meet with the Project Manager to review and complete the Pre-Job Meeting Form, to review and discuss the information in the City's Known Hazards Form and the Contractor's pre-work hazard identification documents, and to review and discuss the Hazardous Materials Report (if any);

(b) conduct all necessary and appropriate inquires of all relevant City staff and City records to ensure the Contractor is not missing any information from the City that is relevant to safety at the Project;

(c) review, plan to address, and address all hazards identified in the City's Known Hazards Form, the Contractor's pre-work hazard identification documents, any Hazardous Materials Report, and any hazards or risk identified in the *Workers Compensation Act* or the *OH&S Regulation*;

(d) maintain and make available the documents listed on the Pre-Job Meeting Form, as appropriate;

(e) inform all other employers working on the Project that the Contractor is designated as the Prime Contractor for the Project;

(f) establish and maintain a system or process that will ensure compliance with the *OH&S Regulation* when visitors (i.e. couriers, inspectors, suppliers, etc.) enter the Project, which shall include site orientation and hazard communication to such visitors by the Contractor or the Contractor's designate;

(g) maintain a current list of persons that each employer at the Project has designated to be responsible for that employer's health and safety activities at the Project;

(h) ensure appropriate first aid resources are available for workers at the Project at all times work is being performed, in accordance with and as required by the *OH&S Regulation*;

(i) if required by the *OH&S Regulation*, submit a Notice of Project to WorkSafeBC in accordance with the *OH&S Regulation*, and comply with all requirements of the *OH&S Regulation* concerning the Notice of Project;

(j) if required by the *OH&S Regulation*, the Contractor will appoint a Qualified Coordinator for the purpose of ensuring the coordination of health and safety activities for the Project, and the Contractor shall ensure that any Qualified Coordinator so appointed is qualified to perform the responsibilities of his or her position and carries out the roles and responsibilities of a Qualified Coordinator as set out in the *OH&S Regulation*;

(k) if required by the *OH&S Regulation,* provide the following information, in an always updated form, in a readily available location at the Project;

(i) *the name of any Qualified Coordinator appointed to the Project;*

(ii) *a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station; and*

(iii) *a set of construction procedures designed to protect the health and safety of workers at the Project, developed in accordance with the requirements of the* OH&S Regulation*;*

(l) immediately notify the City of the identity of any Qualified Coordinator appointed by the Contractor at the Project, from time to time.

4. HAZARDOUS MATERIALS

4.1 If during demolition or construction work on the Project the Contractor discovers or has reason to believe that there are hazardous materials at the Project that were not set out in any Hazardous Materials Report, the Contractor will;

(a) immediately notify the Project Manager;

(b) take all reasonably appropriate measures to ensure the safety of workers at the Project; and

(c) take all reasonably appropriate measures to ensure the safety of the general public.

4.2 Upon notification by the Contractor of additional hazardous materials or suspected hazardous materials at the Project not set out in any Hazardous Materials Report, the City will, in accordance with the *OH&S Regulation* obtain an updated Hazardous Materials Report and will share such updated report with the Contractor. If the scope of work of the Project is changed as a result of the updated Hazardous Materials Report, the Project Manager will meet with the Contractor to discuss how the Project may be completed in a safe and cost effective manner.

5. CLEARANCE LETTER

5.1 Prior to work commencing at the Project and at any time during work on the Project at the City's request, the Contractor will provide the City with a copy of a clearance letter from WorkSafeBC, which letter shall indicate whether the Contractor is registered with WorkSafeBC, has workers' compensation coverage appropriate for the Project, and has remitted all monies owing to WorkSafeBC.

6. INDEMNITY

6.1 The Contractor will indemnify and hold harmless the City from any penalty, fine or other charge imposed on the City as a result of a breach of the Contractor of any of its responsibilities as set out in this agreement.

7. GENERAL

7.1 In the event of a conflict between this agreement and the *Workers Compensation Act* or the *OH&S Regulation*, the legislative requirement(s) will apply.

7.2 If any part of this agreement is held to be unenforceable by a court or tribunal of competent jurisdiction, that part shall be severed and the remaining parts of this agreement shall remain in full force and effect.

7.3 If the Contractor violates any of the requirements of this agreement or of the *Workers Compensation Act* or the *OH&S Regulation*, the City may treat such violation as a breach of the Agreement resulting in possible termination or suspension of the Agreement and/or any other actions deemed appropriate at the discretion of the City.

7.4 No failure or delay by either party to this agreement in exercising any power, right or privilege provided in this agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this agreement.

7.5 This agreement may be signed in counterpart.

7.6 This agreement may be terminated in accordance with the terms of the Agreement.

By signing this agreement, the undersigned authorized signatories of the Contractor and the City agree that they have read and understood the terms stated above and that they agree to such terms effective at the date mentioned above:

For [Full Legal Name of Contractor],

Signature of authorized representative _____

Name of authorized signatory _____ Date_____

Qualified Coordinator for Project _____

For the **Corporation of the City of New Westminster**,

Signature of authorized representative _____

Name of authorized signatory _____ Date_____