

1. a) The Corporation of the City of Pickering is “The City” throughout the term of this contract.
b) The Company is the “employer” throughout the term of this contract.
2. The Employer 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*.
 - c) are apprised of and will comply with legislation, public health guidelines and the City’s procedures as they relate to COVID-19. It is understood that the City may request that Employer/Contractor staff be replaced if they are not complying with these policies and procedures and the Employer/Contractor shall promptly facilitate the replacement.
 - d) are subject to a Workplace Vaccination Policy in effect in the workplace
 - e) who will have in-person interaction with City employees or the public in performance of work has received the required number of doses of a COVID-19 vaccine, or a combination of COVID-19 vaccines approved by Health Canada and/or the World Health Organization at the correct interval.
3. In the performance of all matters required pursuant to this tender/contract, the Employer 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 Employer 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 Employer 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 Employer, or any of its sub-contractors under the *Act*.
7. The Employer shall indemnify and save harmless the City,

- a) from any loss, inconvenience, damage or cost to the City, which may result from the Employer 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 Employer or any of its employees, its sub-contractors 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 Members of Council 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 Employer shall abide by the *Workplace Safety & Insurance Act*, as amended from time to time and all regulations there under.

Condition of Work Site

The Employer 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

The Employer 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.

Acknowledged:

Name (please print)

Employer

Signature

Date