



# Prime Contractor Designation Document

Contract Title: \_\_\_\_\_

Contract No: \_\_\_\_\_

**\*\*\*\* NOTE: Only one Prime Contractor can be designated for a worksite**

The following terms form part of Township of Langley Contract No. [insert No.], between the Township of Langley of Langley (the “Township”) and [insert Prime Contractor name], and are enforceable as such.

## **DEFINITIONS**

“**Owner**” means the Township wherever it is a trustee, receiver, mortgagee in possession, tenant, lessee, licensee or occupier of any lands or premises to be used as a workplace, and includes any person who acts for or on behalf of the Township as an agent or delegate.

“**Prime Contractor**” means any Contractor designated by the Township to be the Prime Contractor as defined in s. 24 of the *Workers Compensation Act* (the “Act”). Such meaning is limited to the purposes and objects of Part 3 of the Act, and Prime Contractor designation does not affect or impose anything other than workplace health and safety obligations.

## **DESIGNATION**

By signing this agreement, the Contractor agrees to assume the responsibilities of a **Prime Contractor** as outlined in the Act and its Regulations.

As a Contractor signing this agreement with the Township, you are agreeing that your company, management staff, supervisory staff and workers will comply with the Act and its Regulations, including those provisions specifically applicable to Prime Contractors.

If the Prime Contractor wishes to designate another firm as the Prime Contractor, the Township shall be advised in writing of such intentions prior to the commencement of the new Prime Contractor designation. The new Prime Contractor must agree through signature to all the terms of this agreement.

## **PRIME CONTRACTOR RESPONSIBILITIES**

Once a **selection process** has been completed and the Prime Contractor has been determined, **prior to commencement of work** the Prime Contractor shall provide the Township with the following:

- Proof of optional coverage for self, limited partners, and family members working on the contract, as required;
- Proof of appropriate coverage for the work being done (i.e., ensure correct classification);
- A completed copy of this Prime Contractor Designation agreement;
- A completed Pre-Contract Hazard Assessment Form, which is attached as Appendix A;
- A completed copy of the Confirmation of Responsibilities Form, which is attached as Appendix B; and
- A completed copy of the Records to be Maintained and Available Form, which is attached as Appendix C.

In addition, prior to the commencement of work, the TOL Purchasing Department will secure the following:

- Proof of registration with WorkSafeBC. If there is a change in status during the course of the project, the Prime Contractor must immediately notify the Township of such change;
- Proof of up-to-date WorkSafeBC assessment payments;

**Prior to commencement of work**, the Prime Contractor shall submit the Notice of Project to WorkSafeBC, as required. For more information on the general requirements of a Notice of Project, including when one is required, see Regulation 20.2.

Once the **selection process** has been completed and the Prime Contractor has been determined, the Prime Contractor shall:

- Identify and designate a qualified coordinator, who must coordinate health and safety activities on the workplace, if the workplace is a construction workplace with a combined workforce of more than five (5) workers;
- Assume responsibility for the health and safety of the workers on the project;
- Inform all other employers for the project of the designation of Prime Contractor;
- Coordinate all activities of employers, workers and other persons at the workplace relating to occupational health and safety; and
- Establish and maintain a system or process that will ensure all employers, workers and other persons at the workplace comply with Part 3 of the Act and the Regulations.

### **PRIME CONTRACTOR QUALIFIED COORDINATOR**

The responsibilities of the qualified coordinator are listed in Regulation 20.3. Consistent with this Regulation, the **Prime Contractor's Qualified Coordinator** shall, *inter alia*:

- Coordinate all health and safety activities for the project;
- Know who all other Contractors' qualified persons are, if it is a construction workplace;
- Ensure that all workers at the workplace are informed of extraordinary pre-existing workplace hazards, and of any hazards on the workplace that are created by the work;
- Ensure that all workers are adequately trained in the performance of their job tasks with particular reference to any job or task which may cause a risk to themselves, their coworkers or to any third party;
- Ensure that the hazards are addressed throughout the duration of the work activity;
- Ensure there are written procedures for safe work practices to be followed at the workplace;
- Have a workplace drawing showing where all employers at the workplace are working, where first aid is located, emergency transportation system for injured workers, and evacuation marshalling points. This document must be provided to the Township prior to the commencement of work activity;
- Ensure that in the event of an accident, resulting in a serious injury, or where there is loss of life or where there is potential for an accident leading to loss of life, the Township is advised forthwith of the details and any other information.
- Ensure that workplace safety meetings are held and documented; and
- Ensure compliance with any other statutes, regulations or by-laws which may be in place for the purposes of worker safety.

**ADDITIONAL PROVISIONS**

Any violation of the Act or its Regulations by the Prime Contractor or any other employer, worker or other person on the workplace shall be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the Township.

Any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.

I, the undersigned, acknowledge having read and understand the information above.

By signing this agreement, I agree as a representative of the firm noted below, to assume the responsibilities of the **Prime Contractor** for this project.

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
Signature of Authorized Prime Contractor Representative

\_\_\_\_\_  
Date