



# 2023 Winter Major Snow Event Hiring

Completed forms can be sent to: [transportationservices@laclabichecounty.com](mailto:transportationservices@laclabichecounty.com)

Box 1679 Lac La Biche, AB T0A 2C0

Fax: 780-623-1706

Company Name: \_\_\_\_\_ Legal Location/Address: \_\_\_\_\_

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

Contact Name(s): \_\_\_\_\_ Contact's Phone #: \_\_\_\_\_

Other Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

WCB # \_\_\_\_\_ GST # \_\_\_\_\_ COR # \_\_\_\_\_

Trucks, Trailers & Heavy Equipment	Year	Make	Model	Horsepower

In order to complete work on LLBC work sites the contractor must meet the following criteria and/or submit the following information with your submission.

1. Certification of Recognition (COR)

- a. To be eligible to perform work on a LLBC worksite a contractor must be pre-qualified using the Contractor Health and Safety Pre-Qualification Evaluation form (attached) and hold a Certificate of Recognition (COR) governed through Alberta Partnerships in Injuries Reduction (PIR) or equivalent certification acceptable by the PIR Program. Contractors may be eligible to perform work for LLBC without a COR or equivalence if all the conditions are met.
- b. The Contractor agrees to comply with all COR holder policy, directives, procedures, practices and all other related standards and legislation that governs their work.
- c. All equipment will be operated in a safe and professional manner. The Occupational Health and Safety Act and the LLBC's Occupational Health and Safety Policy will be used as guidelines.

2. Insurance

- a. Adequate Commercial General Liability Insurance, minimum limit of \$5.0 million and Automobile Liability Insurance, minimum limit of \$5.0 million.
- b. It is the responsibility of the Contractor to provide new copies to the County if their insurance expires.

3. Workers Compensation

- a. Workers' Compensation Board Coverage must be provided to the County prior to the commencement of any work.

4. Local Owner or Contractor's Place of Business

- a. To be eligible to perform work on a LLBC worksite the Contractor must be a local owner or resident of the County and the Contractor's place of business and equipment storage facility must be within the LLBC boundary.
- b. Contractor is to provide legal locations for their place of business and their equipment storage locations.

5. Alberta Traffic Safety Act - Certified Vehicle Inspection Program

All commercial vehicles, as defined by the National Safety Code (NSC), require annual commercial vehicle inspections:

- a. trucks, truck-tractors, semi-trailers, trailers and combinations thereof exceeding a registered gross vehicle weight (GVW) of 4,500 kg when operating extra-provincially
- b. trucks, truck-tractors, semi-trailers, trailers and combinations thereof exceeding a registered GVW of 11,794 kg when operating intra-provincially
- c. Registered owners of commercial vehicles must ensure that each bus, truck, light truck, or trailer they own receives the required inspection.
- d. Section 19 of the [Vehicle Inspection Regulation \(AR 211/2006\)](#) requires all commercial vehicles to have a valid inspection certificate and decal. The driver of a commercial vehicle must be able to produce the inspection certificate on the request of an investigator or peace officer.
- e. Must provide proof of CVIP prior to commencement of any work.

6. Failure to meet submission of the required documentation will result in no work being awarded.

7. Lac La Biche County reserves the right to accept or reject any, or all contractor applications and to waive irregularities, informalities, and non-compliance at its discretion. The County reserves the right to accept or reject without stating reasons and without limiting the generality of the foregoing, the County may consider any other factor(s) besides the capability to provide the equipment and to perform the work to meet the proposed specifications in its sole and unfettered discretion.
8. By submitting its application for registration, the Contractor waives any right to claim in any proceeding or court action for loss of anticipated profit or for any other damages in excess of the reasonable costs incurred by the Contractor to provide any services.

**Required Documents Checklist:**

- ☐ Waiver
- ☐ Commercial General Liability Insurance (If Applicable)
- ☐ Automobile Liability Insurance (If Applicable)
- ☐ CVIP Documents (If Applicable)

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**[Owner Signature]**

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**[Date]**

# Contractor Safety Checklist – Responsibility Acknowledgement



<input type="checkbox"/>	Appropriate CSA approved safety footwear is to be worn at all times.
<input type="checkbox"/>	Bump/hard hats must be worn at all County work sites when the situation requires for them to be worn.
<input type="checkbox"/>	Reflective safety vests must be worn at all times other than when conducting maintenance on equipment when wearing of such vests would become a hazard.
<input type="checkbox"/>	All unsafe situations are to be reported to the County representative so they may be resolved prior to carrying out any work.
<input type="checkbox"/>	For emergencies call 911. <b>Report all incidents to the County Supervisor or Representative in charge of the project.</b>
<input type="checkbox"/>	Contractors must sign-in / sign-out of County facilities (if applicable).
<input type="checkbox"/>	Daily check-in with supervisor/County Rep. (if applicable).

Your review and signature of this document is necessary prior to commencement of the work. The contractor confirms that he/she will comply with the Alberta Occupational Health & Safety Act, Code and Regulation.

## **Part 2 - Contractor Safety Responsibilities Package**

### **1.01 Purpose**

To inform you of your safety responsibilities as a contractor for Lac La Biche County.

### **2.0 Scope**

This Package applies to those contractors engaged in construction and/or maintenance activities that involve interior or exterior work involving ground disturbance, construction of new infrastructure, improving of existing infrastructure and upgrades to site. Construction activities include but may not be limited to ...

- Earth Works;
- Road Works;
- Utility installation, construction and repair
- Landscaping, playground and/or grounds work and maintenance.
- Building construction and maintenance.
- Bridge construction, repair, and rehabilitation
- Storm water pond construction and maintenance
- Concrete and asphalt saw cutting.
- Building restoration or renovation incl. roof work and/or mechanical installation

### **3.0 Acknowledgement of Contractor's Safety Responsibilities Package**

As a contractor for Lac La Biche County, your review and signature on the contractors Safety Acknowledgement form is required prior to the commencement of the work.

The Contractor's Responsibility Acknowledgement form must be completed by initialing the items in the checklist, and then by signing the acknowledgement at the bottom of the document.

It is your responsibility to communicate the information to all personnel that are engaged in carrying out the work or providing material to the job site, including subcontractors. It is possible that during the course of the contact work, the County may review the information in this document with you and your personnel.

### **3.0 Lac La Biche County's Health & Safety Policy and Commitments**

The County's departmental activities have a significant influence on the community and its residents. Therefore, ensuring that safety considerations are part of all County activities and operations is essential. The County has a Health & Safety Policy (Policy HR-34-001 - attached) which outlines the safety responsibilities for all those who perform work activities within the County, including contractors.

#### **The County's Safety Expectations:**

##### **1. Compliance – Lac La Biche County**

The County shall comply with all relevant Alberta Occupational Health and Safety legislation and regulations and strive to set an example for the rest of the community which includes monitoring all contractors working for the County to ensure compliance.

##### **2. Health and Safety Management System and Continuous Improvement**

The County shall manage its activities to continually monitor and improve its health and safety performance and that of its contractors. As a County Contractor, your performance during all contractual obligations is critical to our commitment to protect the health and safety of our residents and employees and comply with all Alberta Occupational Health and Safety legislation and regulations. The County reserves the right to complete random site inspections and review copies of safety program documentation as required (i.e. hazard assessments, safety toolbox meetings etc.).

**It is a mandatory requirement for contractors to immediately report all incidents to the designated County Project Manager or representative, which includes:**

- Contractor employee injury incidents of a serious nature, requiring ambulance transportation
- Injury incidents involving the public
- Potentially serious near miss incidents (i.e. scaffold collapse, trench collapse, utility damage)
- Property damage incidents
- Equipment damage incidents
- Motor vehicle incidents

### **4.0 Compliance – Contractor**

There are many laws and regulations relating to occupational health and safety. It is your responsibility as a Contractor to know which laws, regulations, approvals or permits relate to the work that you are doing for the County. Also, it is your responsibility as a Contractor to comply with all applicable laws and ensure that all requirements imposed by these laws are met.

At the County's discretion, you may be required to provide the County with documentation outlining your procedures for ensuring that all occupational health and safety requirements imposed by law are met, including the emergency contact numbers for reporting incidents that occur at the work site. These procedures must be available to your workers at the work site and these workers must be appropriately trained in the procedures. At the County's discretion, you may be required to provide us with detailed information of all steps that you have taken to ensure that the requirements are met.

## **5.0 Awareness and Competence**

Contractors working on behalf of the County are expected to be competent to perform their work and must be aware of applicable requirements and responsibilities. Awareness and competence can be achieved through appropriate training, education or work experience.

The County reserves the right to require the contractor to provide evidence of employee competency.

Contractors must also ensure that sub-contractors are aware of their health and safety responsibilities and are competent to perform their work.

## **Part 3 – Acknowledgement**

Your review, initialing and signature of this document are necessary prior to commencement of the work. The items in this checklist are in addition to any specific health and safety requirements that are identified in the Contract.

### **Lac La Biche County Health & Safety Policy and Contractor Commitments**

INITIAL \_\_\_\_\_ I acknowledge that I have been made aware of and will follow Lac La Biche County's Health & Safety Policy HR-34-001 and its commitments.

### **Compliance**

INITIAL \_\_\_\_\_ I am aware of and will comply with all applicable legislation that relates to the contracted work performed.

### **Awareness and Competence**

INITIAL \_\_\_\_\_ I acknowledge that I am responsible to ensure that all personnel are aware of applicable occupational health and safety requirements and responsibilities, and that all personnel are competent to perform their work.

### **Additional Supplemental Information**

INITIAL \_\_\_\_\_ Note: Site-specific procedures may be provided by Lac La Biche County's Project Manager prior to commencement of Work.

I have received and understand the information in the Contractors Safety Responsibility Acknowledgement Package and I understand that it is my responsibility to comply with these requirements and communicate this information to all onsite personnel that are engaged in carrying out the work or providing material to the site.

**Signature of Authorized Company Representative:** \_\_\_\_\_

**Print Name of Company Representative:** \_\_\_\_\_

**Date of Acknowledgment:** \_\_\_\_\_

## **Part 4 – Distribution of Form**

Forward a copy of the signed acknowledgement to the County and retain original of the Form for your records.

*The personal information on this form is collected under the authority of Section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. It will be used for the purpose of the administration of the Contractor's Health and Safety Responsibilities Acknowledgement Form as required by the Health and Safety Program. The information on this form will not be disclosed outside of the Lac La Biche County organization. If you have any questions about the collection and use of this information, please contact the Lac La Biche County FOIP Coordinator - Melanie McConnell 780 623 6806.*

# Lac La Biche County *Policy*

**TITLE:** Health & Safety Policy

**POLICY NO:** HR-34-001

**RESOLUTION:** 20.199

**EFFECTIVE DATE:** October 9, 2012

**DEPARTMENT RESPONSIBLE:** Human Resources

**NEXT REVIEW DATE:** March 3, 2023

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## **POLICY STATEMENT:**

Lac La Biche County is committed to a strong Health and Safety Program that protects its employees, its property and the public from incidents.

Employees at every level, including contractors, are responsible and accountable for the County's overall safety initiatives. Complete and active participation in every job is necessary for the health and safety excellence the County expects. Management supports the coordination and cooperation of all employees concerning health and safety which includes physical, psychological, and social wellbeing.

Management requires all employees to participate in the program and provides proper equipment, training and procedures. Employees and contractors are responsible for following all procedures, working safely and improving safety measures.

The goal of the safety program is to educate and empower employees to be safety leaders through their daily actions.

The safety information in this policy does not take precedence over legislation. All employees should be familiar with and follow the *Occupational Health and Safety Act, Regulations and Code*.

"Original Signed"  
Chief Administrative Officer

March 4, 2020  
Date

"Original Signed"  
Mayor

March 4, 2020  
Date

## **SPECIAL NOTES/CROSS REFERENCE:**

**AMENDMENT DATE:** March 3, 2020



## CONTRACTOR ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

Contractor Name: \_\_\_\_\_

Service Date(s): \_\_\_\_\_

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

City/Town: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I, the undersigned, am aware that providing the services (hereafter referred to as **SERVICES**) below, which is also detailed in my Contract for Services Agreement with Lac La Biche County ("**COUNTY**") to which this waiver forms Schedule B, may include activities that may cause injury and be dangerous. I acknowledge that performance of the SERVICES has the following non- exhaustive list of particular activities that bear risk and danger and from which bodily injury, up to and including death, may occur:

**Scope of Work:**

Use of own vehicles and equipment for Snow Removal services at such times and in such areas and as requested by the County from time to time

**With full knowledge of the facts and circumstances surrounding the performance of the SERVICES, I agree in providing the SERVICES that I assume the responsibilities and risks resulting from my performance, including all risk of property damage and injury to others and to myself.** I have adequate applicable insurance necessary to provide for and pay any costs that may directly or indirectly result from my performance of the SERVICES, or otherwise understand that I am solely responsible for any costs that may directly or indirectly result from my performance of the SERVICES.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with the performance of SERVICES or around the performance of SERVICES, regardless if occurring before, during or after the period of the performance of SERVICES. I will conduct myself in a manner that is in accordance with applicable laws or regulations where the performance of the SERVICES is occurring. I agree **not** to use or possess alcohol or drugs at any time while performing the SERVICES, including during any travel to the location required to allow for performance of the SERVICES.

I am aware that the COUNTY is not responsible for any damage caused by or arising from my use of my own vehicle or equipment. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the SERVICES as requested, regardless if occurring before, during or after the period of performance of the SERVICES.

**To the extent permitted by law, I hereby save, hold harmless, discharge and release the COUNTY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my performance of the SERVICES, whether caused by the negligence or carelessness of the COUNTY or otherwise**

**It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the COUNTY from any claim by the aforementioned parties arising out of my performance of the SERVICES.**

I recognize and acknowledge that the COUNTY makes no guarantees, warranties, representations, or other promises relative to the performance of SERVICES or continued payment for SERVICES on an ongoing basis, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of performance of the SERVICES, and assumes no liability or responsibility for any loss, financial or otherwise, that I may sustain as a result of the COUNTY no longer requesting or discontinuing my performance of the SERVICES.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. In any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

**In signing the Acknowledgement of Risk and Waiver Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.**

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document.