

DECLARATION IN THE MATTER OF OCCUPATIONAL HEALTH & SAFETY ACT

DECLARATION in the matter of the
OCCUPATIONAL HEALTH and
SAFETY ACT, RSNL, 1990,
c-03, as amended

AND in the matter of a Contract
made between the parties hereto dated the
____ day of _____, 2014.

BETWEEN: ****INSERT CONTRACTOR’S NAME HERE****
(hereinafter called the “Contractor”)

AND: **CITY OF ST. JOHN’S**
(hereinafter called the “City”)

1. The Contractor warrants that it is registered to carry on business in the Province of Newfoundland and Labrador.
2. The Contractor warrants and agrees that it is familiar with the Occupational Health and Safety Act, RSNL 1990, c-03, as amended and all regulations made thereunder (hereinafter referred to as the “Act”). The Contractor further warrants and agrees that it shall comply with the provisions and requirements of the Act. The Contractor further warrants and agrees that it shall ensure that all sub-contractors and employees and any other person working on the Project either for or under contract with the Contractor comply with the Act.
3. The Contractor agrees to immediately provide the City with copies of any and all directives, stop work orders, or any other correspondence or communications received by it or any of its subcontractors from any other inspecting agency or authority as it relates to the subject contract (the “Contract”).
4. The Contractor agrees and acknowledges that the City may, in its sole discretion, impose occupational health and safety requirements on the Contractor in excess of those

stipulated by the Act. The Contractor further agrees and acknowledges that the non-compliance with the Act or the City's requirements and policies may result in, at the sole discretion of the City, the issuance of a stop work order, the holding back of monies and/or termination of the subject Contract.

5. The Contractor shall save harmless the City and its directors, officers, employees and elected representatives from and against all claims, suits, actions, legal proceedings, causes of action or otherwise (including any charges that may be brought pursuant to the Act) and shall fully indemnify the City and its directors, officers, employees and elected representatives for and against all losses, costs (including legal costs), charges, damages, expenses, fines (including fines imposed under the Act) that may be incurred, sustained, charged against, or paid by any or all of them arising from or related to, in any manner either directly or indirectly, from failure of the Contractor, its employees, sub-contractors, agents or any other person performing work on the Project, either through or under contract to the Contractor, to comply with the Act, the Contract, or any additional occupational health and safety requirements that may be imposed by the City.
6. If any part of the foregoing clause is determined by a court or other reviewing body to be of no force and effect as being contrary to or non-compliant with the Act or any other applicable legislation then such part shall be severed and the remainder of the clause shall contrive to be of full force and effect.

DATED at the City of St. John's, Province of Newfoundland and Labrador this _____ day of _____, 2014.

**SIGNED, SEALED AND
DELIVERED** in the presence of:

A Commissioner for Oaths or
a Notary Public

Contractor (Name/Corporate Seal)