



**UNDERTAKING TO COMPLY**

**Name of Contractor:** \_\_\_\_\_ (the "constructor")

**Description of Contract:** \_\_\_\_\_ (the "Contract")

**Name of Authorized Representative of the Contractor** \_\_\_\_\_

1. I/We hereby undertake:

- a) to comply with all health and safety and environmental legislation in the performance of this contract;
- b) to maintain a safe and healthy work environment during the performance of this contract

2. I/We hereby agree:

- a) that compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in the Corporation of the City of Thunder Bay (hereinafter the Corporation or the City) discretion, lead to the termination of this Contract;
- b) to permit the Corporation to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).
- c) to permit the Corporation to monitor the adherence of the pre-construction checklist and provide forthwith to the City of Thunder Bay any orders, directives or narratives received by a regulatory authority related to any work being performed to fulfill the requirements of the contract.

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Corporation in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the Corporation will immediately do so.
- (iv) If not required by law to immediately report the problem, and if the problem remains unresolved, the Corporation may report the problem to the appropriate Ministry(ies).
- (v) The Contract may, in the Corporation's discretion, be suspended or terminated and/or payment withheld by the Corporation.

(b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Corporation reserves the right to bypass any or all of the steps described in subsection 3(a).

4. I/We hereby acknowledge:

- (a) receipt of a copy of the Corporation's Contractor Safety Policy and that I/we understand and undertake to adhere to the terms of this Policy and to co-operate with the Corporation in its efforts to ensure compliance thereunder.

I/We have the authority to bind the Contractor.

\_\_\_\_\_ (Date)

SIGNED, SEALED AND DELIVERED  
in the presence of

(Name of Contractor)

Per:

\_\_\_\_\_  
(Print name of Signing Party under each signature)

\_\_\_\_\_