If a Prime Contractor is appointed by an owner, there must be a written agreement between the two to establish the prime contractor as the employer responsible for workplace health and safety. Without a written agreement, the owner is responsible for performing the duties of the prime contractor. A written agreement must be dated and signed by all parties.

Independent legal advice specific to contract wording and assigning Prime Contractor status should be obtained. WorkSafeBC and AgSafe recommend the following guidelines when considering contract language.

The following checklist should be used when designing contract language that outlines the responsibilities of Prime Contractors and other contractors on the organization’s workplaces:

1. The contractor should be required to perform the services to a standard acceptable to [Organization].

2. If a notice of project is required, the contractor should be required to send it to WorkSafeBC.

3. The contractor should be required to ensure compliance with the WorkSafeBC OHS Regulation and Workers’ Compensation Act.

4. The contract should note that any failure to meet the safety requirements of the contract would result in cancellation of the contract.

5. The contractor must be required to have in place a written safety program and written safe work procedures specific to the work being performed.

6. There should be a requirement that the safety program and all written safe work procedures are available at the workplace prior to the commencement of the work.

7. The contractor must be a registered firm with WorkSafeBC.

8. The contract should require that the contractor provide occupational first aid services.

9. If a contractor is designated Prime Contractor, the workplace safety requirements for the Prime Contractor from this program should be part of the contract.

10. If a contractor is designated Prime Contractor, the requirements for the designated qualified safety coordinator from this program should be part of the contract.

11. There should be a requirement that the contractor have toolbox safety meetings daily and formal safety meetings monthly with minutes forwarded to [Organization].

Following is an example only of contract language that can be used when hiring a contractor.

Occupational Health and Safety

1. The Contractor agrees that it is the “Prime Contractor” for the Work as defined in the Workers’ Compensation Act 2019 as amended and will ensure compliance with the Workers’ Compensation Act and Occupational Health and Safety Regulation in respect of the workplace. Without limiting its responsibilities under the Act, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to WorkSafeBC, shall provide first aid services, and shall ensure that all WorkSafeBC safety rules and regulations are observed during performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace.
2. The Contractor shall ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including any regulations requiring installation or adoption of safety devices or appliances. The [Organization] may, on twenty-four (24) hour written notice to the Contractor, install such devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case shall [Organization] be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, such deficiency or immediate hazard.
3. Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless [Organization], its elected and appointed officials, employees and agents from and against any loss or expense or penalty suffered or incurred by [Organization] by reason of failure of the Contractor, its agents or employees, or any sub-contractors of the Contractor, its agents or employees to comply.
4. The Contractor shall fulfill all its duties, obligations and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of WorkSafeBC and shall install signs and barriers as required to ensure the safety of the public and of its employees in the use of the [Organization] Facilities.
5. The Contractor understands and undertakes to comply with all the WorkSafeBC Occupational Health and Safety Regulation for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations.

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