requirements should be a part of bid packages submitted to prospective contractors so that safety-related costs are included in the bids. Otherwise, the contractor selected is not likely to be cooperative when asked to take steps necessary for safe performance during the life of the contract. The contract should set safety performance standards and appropriate health and safety rules. It should include an indemnification provision if possible. It should also include the right to terminate work for failure to comply with safety requirements.

The employer should evaluate the safety records of prospective bidders, considering quality of safety performance just as it would consider the quality of work. There are two objective standards the principal can use to measure a contractor's likely safety performance. One is the experience modification rate, commonly referred to as the EMR. This figure is computed by the contractor's compensation carrier based on the firm's workers' compensation loss record and is used to determine its premium. The more infrequent and less severe the contractor's accidents, the lower the rate will be. The second indicator is the OSHA recordable incidence rate. Under the Occupational Safety and Health Act (1970), employers are required to record and report information regarding injuries on the Occupational Injuries and Illness Annual Survey, Form No. 200. This form reflects figures regarding the numbera of fatalities, injuries and illnesses, with or without