



NOTICE: This HOLD HARMLESS AGREEMENT applies to and is incorporated in all subcontract agreements entered into between subcontractor and Dufferin Construction Company, a division of CRH Canada Group Inc. ("Dufferin").

## **HOLD HARMLESS AGREEMENT (ENVIRONMENT, HEALTH AND SAFETY COMPLIANCE)**

### **COMPLIANCE**

1. The subcontractor hereby recognizes and agrees that the safety of workers and all persons is of prime concern to Dufferin.
2. The subcontractor shall, and shall ensure that its workers, employees, sub-subcontractors, truckers, suppliers, the employees of its sub-subcontractors, truckers, and suppliers, and any other person directly or indirectly employed by any of them attending Dufferin's site (together, the "Personnel") shall strictly comply with and be bound by, the most stringent of the following:
  - the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, including, without limitation, all related rules, regulations, procedures, guidelines and practices (the "OHSA");
  - Dufferin's Health and Safety Policy and Reference Manual, available on Dufferin's website, including, without limitation, all policies, procedures, practices, standards, and processes, as amended from time (the "H&S Manual"); and,
  - the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, including, without limitation, all related rules, regulations, procedures, guidelines and practices (the "EPA").
3. The subcontractor covenants and agrees that it shall take all actions and precautions necessary to ensure the protection of the environment and the safety of the Personnel, other workers at the site, the public, and all other persons affected by the activities or work of the subcontractor and its Personnel.

### **PRE-WORK REQUIREMENTS**

4. For the purposes of this Hold Harmless Agreement, reference to "site" means the Dufferin project and includes, without limitation, any area within the project limits, access or egress areas; work areas; laydown areas; site trailers and offices; buildings, bridges, ramps, structures, and roadways; and, all other lands used in any way in connection with the Dufferin project.
5. Prior to commencing any work at Dufferin's site, the subcontractor shall, and shall ensure that its Personnel, review and fully understand the OHSA, the H&S Manual, and the EPA, including, without limitation, all site specific rules, instructions, requirements and procedures ("H&S Laws"). In addition to the H&S Laws, the subcontractor shall strictly comply with any health and safety requirements of the owner and other designated parties for the site.
6. Prior to commencing any work at Dufferin's site, the subcontractor shall provide Dufferin with all the subcontractor's health and safety plans, documentation, certifications, and other information pertaining to the subcontractor's work. Without limiting the generality of the foregoing, the subcontractor shall provide the information that is required pursuant to the Subcontractor Obligations Form and the Subcontractor Safety Qualification Spreadsheet, which includes the following:
  - a) General Documentation:
    - the subcontractor's current health and safety program
    - certificates of all required insurance
    - evidence of valid workers compensation coverage in the applicable jurisdiction
    - Registration of Constructors and Employers Engaged in Construction (Form 1000)
  - b) Activity Related Documents:
    - SDS sheets for products expected to be used onsite.
    - A site specific health and safety plan, and other specialized plans as required; for example, a rescue plan, Job Safety Analysis (based on work activities to be completed), Work Method Statements (based on work activities to be completed).
    - Engineer Drawings for trench boxes, horizontal lifelines, scaffolding, and anchor points for fall arrest/ travel restraint. Any trenches deeper than 6m or wider than 3.5m will be required to have a site-specific drawing.
    - Personnel Training Records. The subcontractor understands that any workers for whom the required records of training have not been provided are not permitted on site.
7. Prior to commencing any work at Dufferin's site, the subcontractor shall participate in any safety related meetings, information sessions and training required by Dufferin. Without limiting the generality of the foregoing, such training shall include Dufferin's site specific orientation and a meeting to review and complete the Preconstruction-Subcontractor Safety Compliance Checklist and subcontractor safety qualification spreadsheet. The subcontractor shall cooperate with Dufferin in the establishment and enforcement of safe working procedures as detailed in the H&S Manual, as it relates to the subcontractor's work and activities at the site. All Personnel must attend the site specific orientation. Any Personnel who have not completed the site specific orientation will not be permitted on site.

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## **PERSONNEL**

8. The subcontractor is responsible for the health and safety of its Personnel and the subcontractor shall be solely responsible for the compliance of its Personnel with all safety requirements and standards as set forth in this Hold Harmless Agreement, including the enforcement thereof. The subcontractor shall ensure that its Personnel are competent, properly trained and qualified and incorporate and comply with all safeguards, safety equipment, PPE requirements, and H&S Laws.
9. The subcontractor shall provide all personal protective equipment (PPE) and other safety equipment, safeguards, protections, and devices necessary to protect its Personnel and all persons affected by the subcontractor's work or activities. This shall include, without limitation, all necessary safety devices, guard rails, barricades, guards, fencing, temporary roads, safe access and egress areas, warning signs, lighting, competent signalmen, traffic control protection, competent traffic control persons, personal protective equipment, and removal of obstructions. The subcontractor shall ensure that all Personnel have full task specific PPE in accordance with a hazard assessment. At a minimum, all Personnel are required to wear the following PPE when on site: (a) Safety boots, CSA approved; (b) Hardhat, CSA approved; (c) Eye Protection, CSA approved; and (d) Hi-vis Safety Apparel (minimum of CSA Class 2 or above).

## **EQUIPMENT, TOOLS, AND MACHINERY**

10. The subcontractor must ensure that all equipment, machinery, goods, tools, and devices that it brings to the site are safe to use; in good and safe repair and maintenance in accordance with manufacturer requirements and instructions; have all required and approved safety devices; comply with all applicable laws and standards, including, without limitation, the Canadian Standards Association; and, that workers who operate vehicles, equipment, machinery, tools and devices are competent, fully trained and qualified to operate them in a safe manner at all times. Without limiting the subcontractor's obligations, all equipment, machinery, tools and devices ("Equipment") are to be inspected prior to use and operated in accordance with H&S Laws, and the manufacturer's requirements and specifications. Any parts to replace or repair the Equipment shall have the same safety factor as the part it is replacing. Any modification or change to the Equipment shall not reduce the safety factor and shall be approved by the manufacturer in writing or have a stamped engineered drawing from a professional engineer licensed in the Province of Ontario.
11. The use of any asbestos fibers in any form or of products, materials and components containing asbestos fibers in any goods or materials brought to the site is not permitted.

## **ACTIVITIES ON SITE**

12. The subcontractor is knowledgeable in its work and is required to have a comprehensive health and safety plan for all aspects of its work, which includes a comprehensive training and certification program and an overall job safety analysis process which outlines the hazards, risks and controls for the tasks to be completed. This document is to be submitted along with a work method statement for review prior to commencement of any work.
13. The subcontractor is required to have a documented daily pre-work hazard assessment process (PWA) to communicate with its Personnel the current hazards, risks and controls for the tasks to be completed that shift. The PWA shall be completed prior to work commencing and is to be revisited as operations and environment may change throughout the day. The subcontractor shall ensure that all of the foregoing is made available to Dufferin upon request and are supporting documents for all incident reports.
14. The subcontractor shall take all proper measures and apply all necessary precautions to identify and eliminate hazards that may affect the health and safety of the Personnel and other workers within its control or near its activities.
15. The subcontractor shall ensure that Dufferin is aware of all Personnel performing work on the site.
16. The subcontractor shall:
  - participate in Dufferin safety tailgate talks;
  - fully inform Dufferin of its intended work at the site;
  - only use approved access and egress points and in accordance with all instructions relating to their use;
  - not move, obstruct or interfere with any safety guards, barriers, pedestrian control measures, protections, signage, or other safety devices, of Dufferin's or others, without prior authorization from Dufferin;
  - restrict its activities at the site to the specific area and if applicable, time, designated by Dufferin for the subcontractor's work;
  - comply with Dufferin's directions and instructions with respect to health and safety and coordination of work at the site; and,
  - immediately notify Dufferin of any new or unknown hazards of which it becomes aware, whether impacting its activities or others on the site; changes in its work or work area from the intended work, and any site safety devices that need maintenance or adjustment.
17. The subcontractor's supervisors are to complete weekly safety inspections of their respective work areas and ensure the inspections are made available upon request. In addition, the subcontractor is responsible for conducting any other required hazard assessments relating to its activities, including, without limitation, air monitoring, noise assessments, vibration monitoring, or other industrial hygiene services related to work to be performed. Dufferin may request that the subcontractor elect a worker health and safety representative to participate in joint health and safety committees and worker trades committees.



18. The subcontractor shall follow all first aid regulations and ensure adequate first aid supply is readily available on site, including a certified first aider to provide first aid on site. The subcontractor is responsible for: establishing emergency procedures; being fully familiar with Dufferin's site specific emergency procedures; and, participating in emergency drills when required by Dufferin.

#### **UTILITIES**

19. The subcontractor is responsible to obtain its own locates and take all necessary precautions to prevent any damage to the existing underground and overhead utility infrastructure. The subcontractor is responsible to daylight and protect all underground utilities which conflict with the completion of the scope of work in accordance to industry best practices and applicable legislative requirements.
20. The subcontractor shall comply with the *Technical Standards and Safety Act*, 2000, S.O. 2000, c.16 (TSSA) and Regulation 210/01 (Oil and Gas Pipeline Systems), as amended, when working around the vicinity of gas lines.

#### **TRUCKING OPERATIONS**

21. All subcontractors are responsible to ensure that any trucking operations that they perform or engage comply with H&S Laws, including, but not limited to: (a) drivers must be licensed, qualified and must have their license in their possession at all times; (b) drivers are to complete a visual circle check of the vehicle prior to departing the site, after dumping or any stoppage; (c) drivers must never reverse without a signal person and must stop immediately if they lose sight of the signal person; (d) drivers are to comply with all site signage and familiarize themselves with all overhead wire locations, and other potential hazards upon entering the site; (e) drivers are strictly prohibited from cell phone use while driving or operating a truck/vehicle on the site; (f) drivers must ensure the back up alarm and all other safety devices are functioning properly; (g) drivers must ensure they are on ground level (all tires must remain on the same lift) prior to raising their box and must be a minimum of 3 meters away from the shoulder of the road; and, (h) drivers shall not approach any workers who are on foot without worker acknowledgment. (e.g. Wait for the Wave!)

#### **ACCIDENT, INCIDENT AND NEAR MISS REPORTING**

22. The subcontractor is responsible to notify Dufferin of any accident, incident, and near miss that occurs in or around the site ("Incident"), no later than 1 hour after their occurrence. The subcontractor shall commence a full investigation of the incident in a timely manner and within 3 days after the Incident, the subcontractor is responsible to provide a comprehensive report which outlines the occurrence and corrective action plan. The subcontractor shall cooperate with Dufferin and provide all necessary documentation and statements to ensure transparency related to the root causes, existing measures and proposed improvement opportunities.

#### **NON-COMPLIANCE**

23. If the subcontractor, or any of the Personnel, fails to comply with the obligations set out in this Hold Harmless Agreement, Dufferin may take whatever measures it deems necessary to ensure compliance and to maintain the requisite health, safety and environmental standards at the site. Except in the case of exigent or emergency circumstances or serious non-compliance, Dufferin will endeavour to provide notice to subcontractor and an opportunity to remediate its non-compliance, which may include Dufferin providing the subcontractor with a corrective action plan for its non-compliance. The subcontractor is required to adhere to any Dufferin issued Order to Comply following any Incident that Dufferin determines is reoccurring or high-risk, at subcontractor's sole cost and expense.
24. The subcontractor shall immediately comply with all orders regarding safety issued by Dufferin, the Ministry of Labour, Training and Skills Development, the Workplace Safety and Insurance Board and other applicable health and safety authorities, including, without limitation, supervision, WHMIS and working-at-heights requirements or regulations.

#### **HOLD HARMLESS**

25. The subcontractor agrees to protect, hold harmless, and indemnify Dufferin, its affiliates, and each of their respective successors, assigns, directors, officers and employees, from and against all claims, demands, actions, suits, damages, liabilities, losses, expenses, assessments, penalties, and fines, including but not limited to assessments, penalties and fines pursuant to the OHSA, the Workplace Safety and Insurance Board and the EPA, and legal fees on a solicitor and own client basis, arising out or in connection with any non-compliance or breach of H&S Laws or this Hold Harmless Agreement, by any one or all of the subcontractor, its workers, employees, sub-subcontractors, truckers, suppliers, the employees of its sub-subcontractors, truckers, and suppliers, and any other person directly or indirectly employed by any of them attending the site.

#### **INTERPRETATION**

26. Heading and titles used in this Hold Harmless Agreement are for convenience only and do not affect its construction or interpretation.
27. No actions taken or not taken by Dufferin, including, without limitation, any review, approval, or enforcement of H&S Laws, shall in any way be construed as relieving, waiving or limiting the subcontractor's responsibilities pursuant to H&S Laws.
28. Notwithstanding anything in this Hold Harmless Agreement to the contrary, the subcontractor remains fully responsible for the health and safety of the Personnel.

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