



REVIEWED August 16, 2016

RE: SUBCONTRACTOR HOLD HARMLESS CLAUSE:

Article 18(a)

Subcontractor will indemnify and save Owner, Engineer and Contractor harmless against all claims for damages to persons or property which may arise from the Subcontractors' operations under this contract, excluding the professional liability of the engineer which may arise from his operations.

HEALTH & SAFETY PROVISIONS

Article 18(b)

Safety - General

1.00 The subcontractor hereby recognizes and agrees that safety to workers is of prime concern to both the subcontractor and the contractor.

1.01 The subcontractor shall comply with all statutes and regulations that establish safety requirements, including but not restricted to the Occupational Health and Safety Act and regulations enacted thereunder, and will co-operate with the contractor in the establishment and enforcement of safe working procedures as detailed in the Dufferin Construction Company **Health and Safety Policy and Reference Manual (revised April 2016)**. The subcontractor is obligated and bound by the Dufferin Construction Company Health and Safety Policy and Reference Manual available on the Company's website www.dufferinconstruction.com. In the event the subcontractor is not able to obtain a copy of this manual, the subcontractor must contact the Contracts and Credit Department at 1-866-322-2003 and a hard copy will be forwarded.

1.02 The subcontractor shall, before commencing any of the work on the project, familiarize itself with the contractor's safety program and will promptly comply with all safety instructions identified by the contractor. The subcontractor shall be responsible for enforcing safety requirements and standards in its own workforce and will hold safety meetings with all of its workers at minimum on a bi-weekly basis.

1.03 The subcontractor shall, before commencing any of the work on the project, attend a meeting to be arranged by the contractor in order that the subcontractor may co-operate and participate in the review and completion of a Preconstruction-Subcontractor Safety Compliance Checklist.

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1.04 The subcontractor shall comply with the Technical Standards and Safety Authority (TSSA) “Guidelines for Excavations in the Vicinity of Gas Lines”.

Safety - Protection of People and Property

1.05a) The subcontractor shall provide all safety equipment necessary to protect its own workforce and all persons affected by the work prescribed in this subcontract.

1.05b) Without limiting the generality of Clause 1.05a), this shall include the provision of guard rails, barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, watching, signal men, traffic flagging, flagman, safety vests, safety helmets, clothing and removal of obstructions.

1.06 If the subcontractor fails to comply with an obligations under Clause 1.00, 1.01, 1.02, 1.03, 1.04 or 1.05, the contractor may, at its exclusive discretion, in addition to any other remedy, perform the obligation on the subcontractor's behalf and the cost or expense incurred by the contractor shall be a debt due and owing from the subcontractor to the contractor.

Safety - Equipment

1.07 The subcontractor shall be responsible for ensuring that all equipment, machinery, tools or devices that it brings to the project site is in good and safe repair and that workers who operate the equipment are fully trained and qualified to do so in a safe manner at all times.

1.08 If the subcontractor fails to comply with its obligation under Clause 1.07, the contractor shall be entitled to require the subcontractor to leave the equipment, machinery, tools or devices on the site in order for the contractor to repair or replace the said equipment, machinery, tools or devices and the costs or expenses incurred by the contractor in causing the repair or replacement to be performed shall be a debt due and owing from the subcontractor to the contractor.

1.09 If the subcontractor fails to comply with its obligation under Clause 1.07, the contractor may require the subcontractor to leave the equipment, machinery, tools or devices on the project site to allow the contractor to use the equipment, machinery, tools or devices in order to perform any of the subcontractor's obligation on the subcontractor's behalf and the cost or expense incurred shall be a debt due and owing from the subcontractor to the contractor.

Safety - Legal Fees

1.10 If the contractor becomes involved in a prosecution, litigation or any other legal proceedings under The Occupational Health and Safety Act or any regulations under The Occupational Health and Safety Act arising out of or related to a breach of the subcontract or the subcontractor's performance or lack of performance of the subcontract, then the subcontractor shall pay the contractor's fine, penalty and reasonable legal fees.

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Union Clause:

Dufferin Construction Company is a union Contractor. The Subcontractor agrees to employ labour and sub-subcontractor's who are compatible with Dufferin Construction's union agreements.

The Subcontractor agrees to hold harmless Dufferin Construction Company for any and all claims and damages resulting from contractual labour disputes resulting from their work on this project.

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