

February 23, 2016

Dear Sub Contractor,

Burlington Paving strives to create and maintain a safe workplace for all workers. As a result, Burlington Paving and its contractors are required to observe and comply with the requirements of the Ontario Occupational Health and Safety Act and its regulations, specifically OHSA section 23. Under the Act, constructors are employers, with exactly the same duties. In addition, constructors are given the responsibility, on projects they undertake, to ensure that:

- a) The measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) Every employer and every worker performing work on the project complies with this Act and the regulations; and
- c) The health and safety of workers on the project is protected. R.S.O. 1190, c. 0.1, s23 (1).

In order to achieve this, we require the following documentation so that we may continue our working relationship.

1. Signed copy of the "Contractor Health & Safety Responsibility Agreement
2. Signed statement that you have received, read and understand our Health & Safety Policy and our Contractor Program Policy.
3. Valid WSIB Clearance Certificate OR proof of Independent Contractor Status as recognized by WSIB-forms are available on-line through the WSIB website.
4. Valid General Liability Insurance-listing Burlington Paving Company as additional insured with minimum \$2 million coverage.
5. Valid Automobile Liability Insurance.
6. MSDS(s) for any WHIMIS controlled products.
7. Completed Form 1000

In addition, we request that:

- All workers (including contractor employees), possess and use all necessary Personal Protective Equipment (PPE's) and follow all safety rules and regulations. At minimum they shall wear: Approved hard hat, safety footwear, Long pants, Approved safety reflective shirt, vest or overall. Verification of training, certifications or proof of qualifications may be required.
- All occupational injuries/illness that occur on our property, must be reported immediately.
- Both parties communicate any special hazards connected with the workplace (emergency response procedures, hazardous areas etc.)
- All documents must be received before commencement of work.
- All sub-trades are expected to clean up debris, garbage and refuse (including coffee cups) from their works, if this is not done Burlington Paving will issue a notice of chargeback.

Please contact Kerri Preston if you have any further questions. Your cooperation and compliance with Health & Safety in the workplace is greatly appreciated.

Sincerely,



Kerri Preston
Office Controller

Contractor Health and Safety Responsibility Agreement

THIS AGREEMENT made the ___ day of ____, _____. Between **(CONTRACTOR)** (the “Contractor”), having an office at _____.

and **Burlington Paving Co Ltd** (the “Company”) having a facility at 1412 Plains Rd. W., Burlington, Ontario. IN CONSIDERATION the parties covenant and agree as follows.

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor’s employees shall be fully covered un the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the Company before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.
2. The Contractor acknowledges and accepts all risks arising or pertaining to the ownership, possession, use or operation of its equipment in completing its service, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the Company from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act of omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Company harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Company in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the Company, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor’s sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Company as an additional insured and a certificate acknowledging same must be provided to the Company.
5. The Contractor shall abide by and shall ensure that each of the Contractor’s employees and sub-contractor’s employees (if applicable) abide by the Company’s Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the Company to provide additional precautions as deemed necessary by the Company for safe-guarding employees and equipment. The Contractor further acknowledged and agrees that any violation of safety rule or regulations is justification for the immediate termination of its Contract with the Company, without any further obligation on part of the Company.
6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all



federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.

7. This Agreement shall be constructed and enforced in accordance with the laws of Province of Ontario and the parties agree to attorney to the jurisdiction of the Courts of that Province.

8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.

9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any of its obligations under this Agreement without the prior written consent of the Company.

10. No contracted work offers will be granted by the Company unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Company.

Accepted this ___ day of ____, ____/

CONTRACTOR
by: _____
(authorized signing officer)

COMPANY
by: _____

Print Name: _____

Print Name: Kerri Preston

Print Title: _____

Print Title: Office Controller/Safety Coordinator

Health and Safety Policy- February 2016

Management of **Burlington Paving** is committed in the Health and Safety of all its employees. Protecting employees and the public that we come into contact with from injury or occupational disease is a major continuing objective. **Burlington Paving** is dedicated to providing a safe and healthy work environment. All supervisors and workers will continually strive to learn and work together in the objective of preventing risk of injury. We are committed to comply with all Health and Safety Legislation.

Burlington Paving, as employer, is ultimately responsible for worker health and safety. As president of **Burlington Paving** I give you my personal promise that every reasonable precaution will be taken to ensure the Health and Safety of our workers.

Supervisors will be held accountable for the Health and Safety of workers under their supervision. Supervisors are required to make sure machinery and equipment are safe and that workers receive appropriate training in their specific work tasks. Workers must comply with established safe work practices and procedures.

Every worker must protect his or her own Health and Safety by working in compliance with the law and with safe work practices and procedures established by the company. Each worker will look out for and be concerned with the health and safety of their fellow employees. Each worker will also use and / or wear personal protective equipment as required.

All subcontractors and visitors to our business will be responsible for Health and Safety the same as our employees.

It is in the best interest of all parties to consider Health and Safety in every activity. Commitment to Health and Safety must be an integral part of its organization, from the owner to the workers.

I have read & understand Burlington Paving's Health & Safety Policy and agree to all terms & conditions.

Richard Cupido - President



Sub-Contractor

Date _____

Signature _____

Company _____

STATEMENT of POLICY and PROCEDURE

1 POLICY

- 1.01 **Burlington Paving** strives to create and maintain a safe workplace in order to minimize and/or prevent occupational injuries and illnesses. Consistent and continuous efforts by all contractors shall be directed to preventing workplace accidents and maintain the workplace and equipment in a safe condition.
- 1.02 At all times, **Burlington Paving** and its contractors are required to observe and comply with the requirements of the Ontario *Occupational Health and Safety Act* and its regulations.

2 PURPOSE

- 2.01 The purpose of the Statement of Policy and Procedure is to ensure contractors follow the minimum guideline in order to provide and maintain a safe work environment for contractors and **Burlington Paving** employees.

3 SCOPE

- 3.01 This Statement of Policy and Procedure applies to all contractors.

4 RESPONSIBILITY

- 4.01 Contractors are responsible for the health & safety of his/her workers.
- 4.02 Contractors and their workers are responsible for meeting or exceeding the requirements of all governing legislation, any regulations and any industry standards.
- 4.03 The Project Co-ordinator shall ensure that the signed Contractor's Health and Safety Responsibility Agreement along with a copy of the Contractor's WSIB Clearance Certificate, a copy of their liability insurance, licenses, certificates and MSDS(s) are on file.
- 4.04 The Project Co-ordinator shall forward a copy of the Company's Rules and Regulations and any other relevant company procedures to the Contractor.
- 4.05 The Project Co-ordinator is responsible to ensure that the contractor is trained and in turn the contractors employee's or sub-contractors are trained.
- 4.06 The Project Co-ordinator will immediately address any health & safety issues.
- 4.07 The Health and Safety Co-ordinator shall keep the list of Approved Contractors. The List shall be reviewed annually.
- 4.08 The Joint Health and Safety Committee will include Contractor's adherence to their health and safety roles and responsibilities when conducting monthly inspections. JHSC will also review monthly inspections to verify any issues with contractors.

5 DEFINITIONS

Worker-refers to all employees, supplied labourers and contractors.

Approved Contractor- any contractor who has signed and returned all required documents as per this policy.

Project Co-ordinator- any company employee that is contracting the work.

Delivery Persons- A person who is on company property to either receive or drop off product. This person does not actually load or unload the product.

6 REFERENCES AND RELATED STATEMENT of POLICY and PROCEDURE

Ontario Occupational Health and Safety Act and Regulations (OHSA)

7 PROCEDURE

- 7.01 Each contractor shall receive copies of **Burlington Paving's** Health & Safety policies and sign off on receiving, reading and understanding the policies. Any violation of Health & Safety Policies shall be dealt with immediately, including termination of work contract.
- 7.02 Any special procedures that must be followed while contractor is in site such as, but not limited to, emergency procedure, Personal Protective Equipment, Lockout or working height will be communicated to the contractor prior to the commencement of work.
- 7.03 Each Contractor shall provide **Burlington Paving** with a valid WSIB Clearance Certificate or proof of Independent Contractor Status as recognized by the WSIB.
- 7.04 Each Contractor shall provide **Burlington Paving** with proof of valid General Liability Insurance- \$2 million minimum coverage and listing Burlington Paving as additional insured. The **Office Controller/Safety Coordinator** may approve some lesser amount at his/her discretion.
- 7.05 Each Contractor shall provide **Burlington Paving** with proof of valid Automobile Liability Insurance carrying a minimum of \$2 million coverage.
- 7.06 Each Contractor shall provide **Burlington Paving** with certifications or proof of qualification for any workers as required by the Trades Qualification Apprenticeship Act if required.
- 7.07 The Project Co-ordinator shall ensure the Contractor's legal name and the authorized signing officer's title is correct on the Contractor Health and Safety Responsibility Agreement.
- 7.08 The Project Co-ordinator shall forward two (2) copies of the Contractor Health and Safety Responsibility Agreement to the Contractor for signature. The Contractor shall keep one copy for their records and forward the second copy back to the Project Co-ordinator.
- 7.09 The Contractor shall provide the Project Co-ordinator with any Material Safety Data Sheets (MSDS) for all Workplace Hazardous Materials Information System (WHIMIS) products used on the project.

- 7.10 The Project Co-ordinator shall ensure that all of the required documentation is completed and returned before the commencement of the work.
- 7.11 Delivery persons are not required to endorse a Contractor Health and Safety Responsibility Agreement. However, they shall not perform any services, other than delivery or receiving, while on company premises.
- 7.12 This procedure will be communicated by the Project Co-ordinator to the contractor and appropriate company staff.

8 ATTACHMENTS

“A”- Contractor Health & Safety Agreement Checklist

“B”- Contractor Health & Safety Responsibility Agreement

Contractor Health and Safety Agreement Checklist

Contractor Name: _____

Phone: _____ Fax: _____

Email Address: _____

Received and/or Reviewed	Article	Misc. Notes
	Signed Contractor Health and Safety Responsibility Agreement	
	WSIB Clearance Certificate (no more than 60 days old) or proof of Independent Contractor Status as recognized by the WSIB	
	Sign off on Burlington Paving Health and Safety Policies as required	
	Valid General Liability Insurance (Listing Company as Additional Insured with a minimum of \$2 Million Coverage)	
	Licenses and /or Certificates, proof of qualifications as required	
	MSDS(s) for any WHMIS Controlled products	
	Advise of any special hazards connected with the workplace – ie: emergency response procedures, hazardous areas etc.	
	Advise contractor that all occupational injuries/illness that occur on our property must be reported immediately	
	Review company PPE requirements. It is the contractors responsibility to ensure that their employees possess and use all PPE appropriately	

Date: _____

Company Project Co-ordinator: _____

Contractor's Rep: _____

Once completed, this form and all attachments are to be filed and the contractor shall be added to the Approved Contractor List

Contractor Policy

I have received, read and understand Burlington Paving Company's Limited Contractor Policy and agree to follow all procedures and responsibilities outlined therein.

Company Name: _____

Owner's Name/ Signing Officer/ Member of Senior Management: _____

Signing Officer's Signature: _____

Date: _____