



GAZZOLA PAVING LIMITED

SUBCONTRACTOR HEALTH AND SAFETY AGREEMENT

Project: _____

Subcontractor: _____

TERMS

1. The Subcontractor has read and acknowledges the measures and procedures relating to Occupational Health and Safety as prescribed in the Occupational Health and Safety Act and its Regulation thereto, together with all other applicable legislation, regulations and standards. The Subcontractor acknowledges and understands its duties as therein set out and hereby expressly undertakes and agrees to comply with all such requirements and standards in their entirety and at the subcontractor's expense.
2. The Subcontractor further agrees to fully co-operate with all health and safety programs, rule and regulations, standards and criteria set or instituted by Gazzola Paving Ltd. Which agreement is in furtherance of the Subcontractor's duties and responsibilities under the Occupational Health and Safety Act.
3. The Subcontractor agrees that if, in the opinion of Gazzola Paving Ltd. The health and safety of a worker is endangered or the effective operation of the system put in place to ensure the health and safety of workers on the job site is not being implemented by the subcontractor, Gazzola Paving Ltd. May take such action as deems necessary and appropriate in the circumstances, including without limitation the following:
 - a. GAZZOLA PAVING LTD. may require the Subcontractor to remedy the condition or situation
 - b. GAZZOLA PAVING LTD. may require that the site be shut down in whole or in part until such time as the condition or situation has been remedied.
 - c. GAZZOLA PAVING LTD. may remedy the problem at its own expense and backcharge the Subcontractor for the cost of such remedial work, together with an appropriate overhead factor as determined by GAZZOLA PAVING LTD. in its sole discretion; and,
 - d. GAZZOLA PAVING LTD. may terminate the Subcontractor without further liability in the event that the Subcontractor fails to comply with the provisions of the agreement.

4. The Subcontractor hereby agrees that in the event of a partial or complete shutdown, a slowdown, or any other disruption in the work by reason of a failure on the part of the Subcontractor to comply with the terms of these provisions notwithstanding the termination of the Subcontractor's contract, if Gazzola Paving Ltd. should decide to adopt that remedy, the Subcontractor shall be responsible for any and all loss or damage, both direct and consequential which Gazzola Paving Ltd. may sustain.

5. Gazzola Paving Ltd. shall be entitled to backcharge the Subcontractor for any such loss or damage and to maintain an action against the Subcontractor for such amounts in which the subcontractor hereby undertakes and agrees to pay all legal fees, expenses and disbursements of a solicitor and his own client scale in addition to such amounts as Gazzola Paving Ltd. may have incurred by reason of breach.

6. The Subcontractors agrees to show support for the spirit of the Health and Safety program instituted by Gazzola Paving Ltd. by actively promoting the philosophy that all injuries are preventable and whenever there is a safety problem that it can be resolved through positive discussion and participation and a willingness to make changes for the betterment of the workers.

SUBCONTRACTORS ACKNOWLEDGMENT:

'I HAVE READ AND UNDERSTAND THE CONTENT OF THIS AGREEMENT AND HEREBY AGREE TO THESE TERMS.'

SUBCONTRACTOR: _____

PRESIDENTS NAME: _____

PRESIDENT'S SIGNATURE: _____

WITNESSES NAME:

WITNESSES SIGNATURES:

DATE: _____

DATE: _____