

SCHEDULE 16

SAFETY REQUIREMENTS

1. GENERAL

1.1 Capitalized Terms

Capitalized terms used in this Schedule have the definitions as set out in the Agreement to Design, Build, Finance and Operate Evan-Thomas Water and Wastewater Treatment Facilities Upgrade, Kananaskis Country, Alberta (the "**DBFO Agreement**") between Her Majesty the Queen in right of Alberta and the Contractor, as defined therein, or as set out in Schedule 18 (Technical Requirements) to the DBFO Agreement, as applicable, unless expressed otherwise.

1.2 DBFO Agreement Reference

This Schedule is referenced in sections 1.3 and 14.5 of the DBFO Agreement.

1.3 Section References

Unless otherwise provided, references to section numbers are references to sections in this Schedule.

2. SAFETY PLAN

The Contractor shall ensure all safety policies and plans are adhered to, including but not limited to, all safety and policies and plans specifically set out in:

- (a) the Safety Management Plan;
- (b) the Construction Occupational Health and Safety Plan;
- (c) the O&M Occupational Health and Safety Plan;
- (d) the Existing Facilities Occupational Health and Safety Plan;
- (e) the health and safety management system(s) that are the subject of the Contractor's valid COR; and
- (f) any other health and safety control plan developed by the Contractor to meet the Technical Requirements, or as required by the Contractor's Management Plans and Systems, or to meet the requirements of any Governmental Authority.

In the event of any inconsistency between the Project Requirements, the O&M Requirements, the Contractor's Management Systems and Plans, and this Schedule, the higher standard or

specification shall apply; but in no event shall anything in the Contractor’s Management Systems and Plans detract from the Contractor’s absolute obligation to design and build the Infrastructure and perform the Existing Facilities O&M and the O&M in accordance with the DBFO Agreement with due regard for worker and public safety.

3. SAFETY CERTIFICATION

3.1 Certificate of Recognition

Prior to the Contractor undertaking any construction work, in respect of the Project, or performing any aspect of the Existing Facilities O&M or the O&M, the Contractor shall have a valid COR for the health and safety management system(s) to be followed for the subject activity. The COR must be valid for the specific health and safety management system(s) that are to be used for the Project, the Existing Facilities O&M and the O&M, as applicable, and shall be co-signed by Alberta Human Services. The Contractor shall also ensure that any subcontractors, including those subcontractors listed in Schedule 17 of the DBFO Agreement shall have in place a valid COR for the work or services that the subcontractor is providing to the Contractor for the Project, the Existing Facilities O&M or the O&M.

3.2 “Small employers’ Certificate of Recognition” Unacceptable

A “small employers’ certificate of recognition” (for employers with less than ten employees) is not acceptable.

3.3 Temporary Letter of Certification

Prior to the Contractor undertaking in its own capacity any construction, maintenance or renewal services in respect of the Project, if the Contractor has not obtained a COR as required by Section 3.1, a valid Temporary Letter of Certification (“TLC”) issued by the Alberta Construction Safety Association (“ACSA”) will be considered acceptable.

The Contractor must ensure that its registration in the ACSA program is properly documented with the ACSA, and the Province will assume no liability for errors or omissions by the ACSA in this regard.

4. OCCUPATIONAL HEALTH AND SAFETY ACT AND PRIME CONTRACTOR OBLIGATIONS

4.1 General

The Contractor, its employees, agents and subcontractors, shall at all times comply with the provisions of the Occupational Health and Safety Act and its subordinate regulations. Words used in this Section 4 in lower case and in quotations have the meanings as set out in the Occupational Health and Safety Act.

**SCHEDULE 16 – DBFO AGREEMENT
EXECUTION VERSION**

The Contractor shall, for the purposes of the Occupational Health and Safety Act, and for the duration Construction Period and the Operating Period do everything that is reasonably practicable to ensure the health and safety of all persons that are affected by the Contractor's activities on the Lands.

The Contractor shall direct all subcontractors, sub-subcontractors, suppliers, other contractors, employees, workers and any other persons on the Lands on safety related matters, to the extent required to fulfil its responsibilities pursuant to the DBFO Agreement and the Occupational Health and Safety Act, regardless of whether or not any contractual relationship exists between the Contractor and any of these entities and whether or not such entities have been specifically identified in the DBFO Agreement.

The Contractor shall ensure compliance with, but not be limited to, the following safety requirements during the Project, the Existing Facilities O&M and the O&M:

- (a) Safety orientation of all subcontractors, sub-subcontractors, suppliers, other contractors, employees, workers, the Provincial Construction Representative, visitors, and any other persons entering the Lands in connection with the Project regardless of whether or not any contractual relationship exists between the Contractor and any of these entities;
- (b) Provision of personal protection equipment (“**PPE**”) for all the personnel carrying out the Project or performing the Existing Facilities O&M and the O&M;
- (c) Provision of special PPE for personnel working on specific tasks that require the use of special equipment and tools;
- (d) First aid training for personnel carrying out the Project or performing the Existing Facilities O&M and the O&M;
- (e) Provision of first aid facilities and equipment for personnel carrying out the Project or performing the Existing Facilities O&M and the O&M;
- (f) Hazardous materials handling training for personnel carrying out the Project or performing the Existing Facilities O&M and the O&M;
- (g) Fire detection and prevention training for personnel;
- (h) Use of explosives training if explosives are required for any specific task on the Project, or the performance of the Existing Facilities O&M and the O&M;
- (i) Forming and maintaining occupational health and safety committees;
- (j) Accident reporting and investigation; and

- (k) Any other occupational health and safety measures required to ensure health and safety of all persons carrying out the Project or performing the Existing Facilities O&M and the O&M, and any other persons occupying or visiting the Lands who come into contact with the Project, the Existing Facilities O&M or the O&M.

4.2 Construction Period Requirements

In respect of the Project and the Existing Facilities O&M, at all times prior to Availability until and including the day that Availability is achieved, the Contractor shall assume all of the responsibilities and duties of the “prime contractor”, provided that, to the extent permitted by law, the Contractor may enter into an agreement with its subcontractor identified in Schedule 17 (Subcontractors) primarily responsible for carrying out the Project to be the “prime contractor” until and including the day that Availability is achieved. Where the Province requires access to the Infrastructure, the Existing Facilities, or the any part of the Lands occupied by the Contractor prior to Availability, the Province agrees with the Contractor that it shall strictly comply with the Contractor’s safety requirements for the Infrastructure, the Existing Facilities, or the Lands.

4.3 Operating Period Requirements

In respect of the Infrastructure, throughout the Operating Period, the Contractor shall assume all of the responsibilities and duties as the “prime contractor” in respect of the O&M or any work area separated by time and space on the Lands, provided that, to the extent permitted by law, the Contractor may enter into an agreement with its subcontractor identified in Schedule 17 (Subcontractors) primarily responsible for carrying out the O&M to be the “prime contractor” during the Operating Period.

4.5 Other Employers

In respect of the Lands, if another “employer” (the “**Other Employer**”) requires access to the Lands to perform work and the Contractor demonstrates to the satisfaction of the Province, acting reasonably, that the Other Employer’s work site can be separated by time and space from the Contractor’s work site, the Province shall require the Other Employer to:

- (a) separate the Other Employer’s work site by time and space from the Contractor’s work site;
- (b) acknowledge that, for the purpose of the Occupational Health and Safety Act, the Other Employer is the “prime contractor”; if there are two or more Other Employers involved in work at the Other Employer’s work site at the same time then “prime contractor” status shall be clearly assigned to one of the Other Employers in writing; and
- (c) cooperate with the Contractor (and any other contractors working in the area) and jointly develop and agree on a written occupational health and safety system or process to coordinate the Contractor’s and the Other Employer’s respective work activities.

The Contractor (or its applicable subcontractor, if an agreement referred to in Section 4.2 or

Section 4.3 has been entered into) shall, to the extent required of a “prime contractor” by the Occupational Health and Safety Act, establish and maintain a health and safety system or process to ensure compliance by its subcontractors with the Occupational Health and Safety Act and its subordinate regulations.

5. SUBCONTRACTORS

The Contractor whether or not it is acting as the “prime contractor” for purposes of the Occupational Health & Safety Act, shall ensure that any subcontractors engaged in the the Project, the performance of the Existing Facilities O&M, or the performance of the O&M, are able to comply with all health and safety requirements before commencing their work.

6. WORKSITE HAZARDS

The Contractor shall identify worksite hazards and shall develop operational occupational safety policies, procedures and plans that are specific to those hazardous aspects of the Project, the Existing Facilities O&M, or the O&M to ensure the safety of every person at a construction site or an operational facility. When requested by the Province, the Contractor shall provide copies of these safety policies, procedures and plans prior to the commencement of the work.

If Occupational Health and Safety or any other Governmental Authority conducts a worksite inspection that results in "orders" being issued to the Contractor or any of its subcontractors, the Contractor shall immediately supply copies of these orders to the Province.

Notwithstanding the above, the Province may order the suspension of work in cases of recognized imminent danger or when the Contractor fails to comply with Occupational Health and Safety orders or any orders issued by any Governmental Authority or fails to rectify previously identified worksite hazards.

7. ACCIDENT INVESTIGATIONS

In the event of an injury or accident as defined by Occupational Health and Safety Act regulations, involving employees of the Contractor or its subcontractors during the Construction Period or the Operating Period, the Contractor shall conduct an accident investigation in accordance with section 18 of the Occupational Health and Safety Act.

The Contractor shall supply a copy of its investigation report to the Province within 72 hours of the injury or accident occurring. In the event of a death involving employees of the Contractor or its subcontractors during the Construction Period or the Operating Period, the Contractor shall inform the Province within two hours of such a death.

8. THIRD PARTY ACCIDENT REPORTING

The Contractor shall immediately notify the Province of any:

- (a) accident occurring within the Lands involving its own or its subcontractors' vehicles or equipment;
- (b) accident occurring during the Construction Period which involves a fatality, serious personal injury, or third party property damage in excess of \$1,000 or as specified in the Occupational Health and Safety Act; and
- (c) accident occurring during the Operating Period that involves a fatality, serious personal injury, or third party property damage in excess of \$1,000 or as specified in the Occupational Health and Safety Act.

The Contractor shall investigate the accident (including those of its subcontractors) and complete a detailed accident report in a form satisfactory to the Province within 72 hours of the injury or accident occurring.

Such a detailed accident report must include, but may not necessarily be limited to:

- photographs;
- details of site conditions;
- weather reports;
- records of signs; and
- witness statements and contact information.

In the event of an accident involving a death, the Contractor shall inform the Province within two hours of the time when the Contractor first learned of the death, but in any event no later than 72 hours after the occurrence of the accident.

9. ANNUAL HEALTH AND SAFETY REPORTING

The Contractor shall maintain or ensure that full records are kept of all incidents relating to health and safety during the Construction Period and the Operating Period. These records shall be available for inspection by the Province upon reasonable notice, and the contractor shall present a report of them to the Province as and when requested.

The Contractor shall prepare and submit an annual health and safety report. The annual health and safety report shall describe the performance of the Contractor compared with the

**SCHEDULE 16 – DBFO AGREEMENT
EXECUTION VERSION**

requirements of the Occupational Health and Safety Act and the DBFO Agreement and standards and procedures set out in the Contractor's Management Systems and Plans.

The annual health and safety report shall include, as a minimum:

- (a) Summary of statistics of accidents and near misses;
- (b) Comparison of performance against targets;
- (c) Results of auditing;
- (d) Measures implemented and proposed to be implemented to improve the Contractor's health and safety performance;
- (e) Health and safety training;
- (f) The results of the annual review of the Contractor's health and safety management system; and
- (g) Any changes to the Contractor or any subcontractor's COR status.

10. SAFETY MEETINGS

For the duration of the Construction Period and the Operating Period, the Contractor shall conduct safety meetings prior to the commencement of each major work phase of the Project, the Existing Facilities O&M, and the O&M, or monthly, whichever occurs more frequently. The Contractor shall invite the Province to send a representative to attend such safety meetings and shall give reasonable advance notice of such meetings.