

SCHEDULE 10

SAFETY REQUIREMENTS

1. DEFINITIONS

In this Schedule 10, in addition to the definitions set out in Section 1.1 of this Agreement, the following expressions have the following meanings (and, where applicable, their plurals have corresponding meanings):

“**Compliance Undertaking**” has the meaning defined in the OH&S;

“**COR**” means a valid certificate of recognition awarded by the Saskatchewan Construction Safety Association or the Heavy Construction Safety Association of Saskatchewan;

“**Dangerous Occurrence**” has the meaning defined in the OH&S;

“**HCSAS**” has the meaning indicated in Section 3.3;

“**Notice of Contravention**” has the meaning defined in the OH&S;

“**OH&S**” means *The Occupational Health and Safety Act* (Saskatchewan) and its subordinate regulations;

“**Other Employer**” has the meaning indicated in Section 4.3;

“**PPE**” means personal protection equipment;

“**Prime Contractor**” has the meaning defined in the OH&S.

“**SCSA**” has the meaning indicated in Section 3.3; and

“**TLC**” has the meaning indicated in Section 3.3.

2. SAFETY PLANS

Project Co 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 health and safety management system(s) that are the subject of Project Co’s COR; and
- (c) any other health and safety control plan developed by Project Co to meet the Technical Requirements, or as required by Project Co’s Management Plans and Systems, or to meet the requirements of any Governmental Authority.

In the event of any inconsistency between the Technical Requirements, Project Co's Management Systems and Plans and this Schedule 10, the higher standard or specification shall apply, provided that nothing in Project Co's Management Systems and Plans detract from Project Co's absolute obligation to design and build the Facility in accordance with this Agreement with due regard for worker and public safety.

3. SAFETY CERTIFICATION

3.1 Certificate of Recognition

Prior to Project Co undertaking any construction work, in respect of the Works, Project Co shall have a 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 Works, if required, and shall be co-signed by the Saskatchewan Ministry of Labour Relations and Workplace Safety. Project Co shall also ensure that any subcontractors, including the Design and Construction Subcontractor and any SRFC Contractors shall have in place a valid COR for the work or services that the subcontractor is providing to Project Co for the Works.

3.2 "Small Employer Certificate of Recognition" Unacceptable

A "small employer certificate of recognition" (for employers with less than ten employees) is not acceptable.

3.3 Temporary Letter of Certification

Prior to Project Co undertaking in its own capacity any construction, maintenance or renewal services in respect of the Project, if Project Co or the relevant Project Co Party has not obtained a COR, a valid Temporary Letter of Certification ("TLC") issued by the Saskatchewan Construction Safety Association ("SCSA") or the Heavy Construction Safety Association of Saskatchewan ("HCSAS") will be considered acceptable.

Project Co must ensure that its registration in the SCSA or HCSAS program is properly documented with the SCSA or HCSAS and the City will assume no liability for errors or omissions by the SCSA or HCSAS in this regard.

4. OCCUPATIONAL HEALTH AND SAFETY ACT AND PRIME CONTRACTOR OBLIGATIONS

4.1 General

Project Co, its employees, agents and subcontractors, shall at all times comply with the provisions of the OH&S. Words used in this Section 4 in lower case and in quotations have the meanings as set out in the OH&S.

Project Co shall, for the purposes of the OH&S and for the duration of the Construction Period, do everything that is reasonably practicable to ensure the health and safety of all persons that are affected by Project Co's activities on the Lands.

Project Co shall direct all subcontractors, sub-subcontractors, suppliers, other contractors, employees, workers and any other persons on the Lands, including but not limited to the Design and Construction Subcontractor and any SRFC Contractors on safety related matters, to the extent required to fulfill its responsibilities pursuant to this Agreement and the OH&S, regardless of whether or not any contractual relationship exists between Project Co and any of these entities and whether or not such entities have been specifically identified in this Agreement.

Project Co shall ensure compliance with, but not be limited to, the following safety requirements during the Works:

- (a) safety orientation of Design and Construction Subcontractor, SRFC Contractors, subcontractors, sub-subcontractors, suppliers, other contractors, employees, workers, the City Representative, visitors, and any other persons entering the Lands in connection with the Project regardless of whether or not any contractual relationship exists between Project Co and any of these entities;
- (b) provision of PPE for all the personnel carrying out the Works;
- (c) provision of special PPE for personnel working on specific tasks that require the use of special equipment and tools;
- (d) first aid training as required for personnel carrying out the Works;
- (e) provision of first aid facilities and equipment for personnel carrying out the Works;
- (f) hazardous materials handling training for personnel carrying out the Works;
- (g) confined space entry training for personnel required to enter confined spaces as part of carrying out the Works;
- (h) H₂S Awareness and H₂S Alive training as required for personnel carrying out the Works;
- (i) fire detection and prevention training for personnel;
- (j) use of explosives training if explosives are required for any specific task on the Works;
- (k) forming and maintaining occupational health and safety committees;
- (l) accident reporting and investigation; and

- (m) any other occupational health and safety measures required to ensure health and safety of all persons carrying out the Works and any other persons occupying or visiting the Lands who come into contact with the Works.

4.2 Construction Period Requirements

In respect of the Works, at all times prior to Final Completion until and including the day that Final Completion is achieved, Project Co shall assume all of the responsibilities and duties of the Prime Contractor, provided that, to the extent permitted by Applicable Law, Project Co may enter into an agreement with Design and Construction Subcontractor or SRFC Contractors primarily responsible for carrying out the Works to be the Prime Contractor until and including the day that Final Completion is achieved.

If “Prime Contractor” is not defined in the OH&S, Project Co, the Design and Construction Subcontractor or the SRFC Contractor primarily responsible for carrying out the Works, shall assume responsibility for health and safety during the Construction Period. In this case, the City, through due diligence as the “owner”, shall monitor Project Co’s Safety Management Plan for regulatory and safety compliance until such time the OH&S defines “Prime Contractor” and the responsibility and duties of Prime Contractor passes to Project Co or its designated subcontractor.

Where the City requires access to the Works, or the any part of the Lands occupied by Project Co prior to Substantial Completion, the City agrees with Project Co that it shall strictly comply with Project Co’s safety requirements for the Works or the Lands.

4.3 Other Employers

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

- (a) separate the Other Employer’s work site by time and space from Project Co’s work site;
- (b) acknowledge that, for the purpose of the OH&S, the Other Employer is the Prime Contractor for the Other Employer’s work site;
- (c) if there are two or more Other Employers involved in work at the Other Employer’s work site at the same time then the Prime Contractor status shall be clearly assigned to one of the Other Employers in writing;
- (d) if “Prime Contractor” is not defined in the OH&S, the Other Employer, as designated in Clause (b) or (c) above, shall assume responsibility for health and safety for the Other Employer’s work site. In this case, the City will exercise additional due diligence with

respect to health and safety until such time the OH&S defines “Prime Contractor” and the responsibility and duties of Prime Contractor passes to the Other Employer; and

- (e) cooperate with Project Co (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 Project Co’s and the Other Employer’s respective work activities.

Project Co (or its applicable subcontractor, if an agreement referred to in Section 4.3 has been entered into) shall, to the extent required of a Prime Contractor by the OH&S, establish and maintain a health and safety system or process to ensure compliance by its subcontractors with the OH&S.

5. SUBCONTRACTORS

Project Co whether or not it is acting as the Prime Contractor for purposes of the OH&S, shall ensure that any subcontractors engaged in the Project are able to comply with all health and safety requirements before commencing their work.

6. WORKSITE HAZARDS

Project Co shall identify worksite hazards and shall develop operational occupational safety policies, procedures and plans that are specific to those hazardous aspects of the Project to ensure the safety of every person at the construction site. When requested by the City, Project Co shall provide copies of these safety policies, procedures and plans prior to the commencement of the work.

If the Occupational Health and Safety Division of the Saskatchewan Ministry of Labour Relations and Workplace Safety or any other Governmental Authority conducts a worksite inspection that results in a Notice of Contravention or Compliance Undertaking being issued to Project Co, the Design and Construction Subcontractor, any SRFC Contractors or any of other subcontractors, Project Co shall immediately supply copies of these Notices of Contravention or Compliance Undertakings to the City.

Notwithstanding the above, the City may order the suspension of work in cases of recognized imminent danger or when Project Co fails to comply with Occupational Health and Safety Division Notices of Contravention, Compliance Undertakings or any other orders issued by any Governmental Authority or fails to rectify previously identified worksite hazards.

7. ACCIDENT INVESTIGATIONS

In the event of an accident or Dangerous Occurrence involving employees of Project Co or its subcontractors during the Construction Period, Project Co shall conduct an accident investigation in accordance with the OH&S.

Project Co shall supply a copy of its investigation report to the City within 72 hours of the accident or Dangerous Occurrence. In the event of a death involving employees of Project Co or its subcontractors during the Construction Period, Project Co shall inform the City within 2 hours of such a death.

8. THIRD PARTY ACCIDENT REPORTING

Project Co shall immediately notify the City of any:

- (a) Accident occurring within the Lands involving its own or its subcontractors' vehicles or equipment; and
- (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 OH&S.

Project Co shall investigate the Accident (including those of its subcontractors) and complete a detailed accident report in a form satisfactory to the City within 72 hours of the injury or accident occurring.

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

- (a) photographs;
- (b) details of site conditions;
- (c) weather reports;
- (d) records of signs;
- (e) witness statements and contact information; and
- (f) other requirements as outlined in the OH&S.

In the event of an accident involving a death, Project Co shall inform the City within 2 hours of the time when Project Co 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

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

Project Co shall prepare and submit an annual health and safety report. The annual health and safety report shall describe the performance of Project Co compared with the requirements of the OH&S and this Agreement and standards and procedures set out in Project Co'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 Project Co's health and safety performance;
- (e) health and safety training;
- (f) the results of the annual review of Project Co's Health and Safety Management Plan; and
- (g) any changes to Project Co or any subcontractor's COR status.

10. SAFETY MEETINGS

For the duration of the Construction Period, Project Co shall conduct safety meetings prior to the commencement of each major work phase of the Project, or monthly, whichever occurs more frequently. Project Co shall invite the City to send a representative to attend such safety meetings and shall give reasonable advance notice of such meetings.