

SCHEDULE 16

SAFETY REQUIREMENTS

1. DEFINITIONS

In this Schedule 16, 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 given 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 given in the OH&S;

“**Employer**” has the meaning given in the OH&S;

“**OH&S**” means *The Occupational Health and Safety Act, 1993* (Saskatchewan) until such time as this act, or any portion thereof, is superseded by the provisions of the SEA;

“**Other Employer**” has the meaning indicated in Section 4.6;

“**Owner**” has the meaning given in the OH&S;

“**PPE**” has the meaning indicated in Section 4.1;

“**Prime Contractor**” has the meaning given in the SEA; and

“**SEA**” means *The Saskatchewan Employment Act, S.S. 2013, c.S-15.1*.

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 Health and Safety Management Plan;
- (b) the Existing Facilities Occupational Health and Safety Plan;
- (c) the Construction Occupational Health and Safety Plan;
- (d) the O&M Occupational Health and Safety Plan;
- (e) the health and safety management system(s) subject to Project Co’s CORs; and

- (f) 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 Works Requirements, the O&M Requirements, Project Co's Management Systems and Plans and this Schedule 16, the higher standard or specification shall apply, provided that nothing in Project Co's Management Systems and Plans shall detract from Project Co's absolute obligation to design and build the Infrastructure and perform the Existing Facilities O&M and the O&M in accordance with this Agreement with due regard for worker and public safety.

3. SAFETY CERTIFICATION

Prior to Project Co undertaking any of the Works or performing any aspect of the Existing Facilities O&M or the O&M, Project Co shall ensure that each Project Co Party has in place any required CORs for the portion of the Works, the Existing Facilities O&M or the O&M for which such Project Co Party is responsible. The CORs must be valid for the specific health and safety management system(s) that are to be used for the Works, the Existing Facilities O&M and the O&M, as applicable, and shall be co-signed by the Saskatchewan Ministry of Labour Relations and Workplace Safety.

4. OCCUPATIONAL HEALTH AND SAFETY ACT AND PRIME CONTRACTOR OBLIGATIONS

4.1 General

Project Co and each Project Co Party shall at all times comply with the provisions of the OH&S.

Project Co shall, for the purposes of the OH&S and for the duration of the Term, 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 Project Co Parties and any other persons on the Lands on safety related matters, to the extent required to fulfil 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, the Existing Facilities O&M and the O&M:

- (a) safety orientation of all Project Co Parties, 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 personal protection equipment (“**PPE**”) for all the personnel carrying out the Works 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 Works or performing the Existing Facilities O&M and the O&M;
- (e) provision of first aid facilities and equipment for personnel carrying out the Works or performing the Existing Facilities O&M and the O&M;
- (f) hazardous materials handling training for personnel carrying out the Works or performing the Existing Facilities O&M and the O&M;
- (g) confined space entry training for personnel required to enter confined spaces as part of carrying out the Works or performing the Existing Facilities O&M and the O&M;
- (h) H₂S Awareness and H₂S Alive training for Hydrogen Sulphide as required for personnel carrying out the Works or performing the Existing Facilities O&M and the O&M;
- (i) fire detection and prevention training for personnel;
- (j) use of explosives training if explosives are required for any specific task on the Works, or the performance of the Existing Facilities O&M and the O&M;
- (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 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 Works, the Existing Facilities O&M or the O&M.

4.2 Assistance with OH&S Orders

Project Co shall provide the City with prompt notice of any OH&S Order that Project Co receives in respect of the Project.

The City shall, in response to any reasonable request by Project Co in relation to an OH&S Order, provide Project Co with such reasonable assistance as the City is able to offer or arrange, including taking any action required to resolve such OH&S Order which only the City can take and which cannot be taken by Project Co on the City’s behalf and, where the City concludes that a third party is acting unreasonably in relation to such OH&S Order, the exercise by the City of

all legal rights and remedies available to it in relation to such third party, to the extent it is reasonable in the circumstances for the City to exercise such legal rights and remedies.

Project Co shall provide notice to the City of unreasonable delay experienced by Project Co in resolving an OH&S Order as soon as practicable after becoming aware of the delay, including details of the cause or perceived cause of the delay and the efforts to date and anticipated further efforts of Project Co to prevent or minimize the duration of the delay.

4.3 Construction Period Requirements

In respect of the Works and the Existing Facilities O&M, at all times prior to Substantial Completion until and including the day that Substantial 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 the Project Co Party primarily responsible for carrying out the Works to be the Prime Contractor until and including the day that Substantial Completion is achieved. Where the City requires access to the Infrastructure, the Existing Facilities 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 Infrastructure, the Existing Facilities and the Lands, as applicable.

4.4 Operating Period Requirements

In respect of the Infrastructure, throughout the Operating Period, Project Co shall assume all of the responsibilities and duties as the Prime Contractor in respect of the O&M.

4.5 General Duties of the Prime Contractor

The Prime Contractor shall assume responsibility for health and safety during the Operating Period in accordance with the OH&S until such time as the responsibility and duties of the Prime Contractor pass to Project Co.

Prior to January 1, 2015, Project Co, or the Project Co Party primarily responsible for carrying out the Works, shall assume responsibility for health and safety during the Construction Period and Project Co shall assume primary responsibility for carrying out the Existing Facilities O&M. As of January 1, 2015, Project Co shall be the Prime Contractor and shall assume responsibility for health and safety during the Construction Period and the Operating Period in accordance with the OH&S.

4.6 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; and
- (c) 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.

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.

The Other Employer, as designated in this Section 4.6, shall assume responsibility for health and safety for the Other Employer's work site in accordance with the SEA until such time as the responsibility and duties of the Other Employer pass to the Prime Contractor.

Project Co or the relevant Project Co Party 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. PROJECT CO PARTIES

Project Co, whether or not it is acting as the Prime Contractor for purposes of the OH&S, shall ensure that any Project Co Party engaged in the Works, the performance of the Existing Facilities O&M or the performance of the O&M, is 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 Works, 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 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 or any Project Co Party, Project Co shall immediately supply copies of such notice of contravention or Compliance Undertaking 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 of the Saskatchewan Ministry of Labour Relations and Workplace Safety orders or any

other orders issued by any Governmental Authority or fails to rectify previously identified worksite hazards.

7. ACCIDENT REPORTING AND INVESTIGATIONS

Project Co shall immediately notify the City of any accident or Dangerous Occurrence:

- (a) occurring within the Lands involving its own or any Project Co Parties' vehicles or equipment;
- (b) 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; and
- (c) occurring during the Operating Period that involves a fatality, serious personal injury, third party property damage in excess of \$1,000 or as specified in the OH&S.

In the event of a death involving employees of Project Co or any Project Co Party during the Term, Project Co shall notify the City within 2 hours of the time when Project Co first learned of the death.

In the event of an accident or Dangerous Occurrence involving employees of Project Co or any Project Co Party during the Term, Project Co shall conduct an accident investigation in accordance with the OH&S.

Project Co shall complete a detailed investigation report in a form satisfactory to the City and supply a copy of such report to the City within 72 hours of the accident or Dangerous Occurrence.

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

- photographs;
- details of site conditions;
- weather reports;
- records of signs;
- witness statements and contact information; and
- other requirements outlined in the OH&S.

8. 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 Term. 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 to the Manager of Workplace Health and Safety for the City or any other person designated by the City. 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 Project Co Party's COR status.

9. SAFETY MEETINGS

For the duration of the Term, Project Co shall conduct safety meetings prior to the commencement of each major work phase of the Works, the Existing Facilities O&M and the O&M, 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.