

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 Northeast Anthony Henday Drive, Edmonton (the “**DBFO Agreement**”) between Her Majesty the Queen in right of Alberta and the Contractor, as defined therein, unless expressed otherwise.

1.2 DBFO Agreement Reference

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

2. SAFETY PLAN

The Contractor shall ensure all safety policies and plans are adhered to, including but not limited to its:

- (a) Certification of Recognition (“**COR**”);
- (b) subcontractor and consultant training program policies; and
- (c) the work site control plan,

specifically set out in the Safety Plan as attached in Schedule 4 (Contractor’s Management Systems and Plans). In the event of any inconsistency among the Project Requirements, the O&M Requirements, the Contractor’s Safety Plan, and this Schedule, the higher standard or specification shall apply; but in no event shall anything in the Contractor’s Safety Plan detract from the Contractor’s absolute obligation to design and build the New Infrastructure and perform the O&M for the Infrastructure in accordance with the DBFO Agreement with due regard for worker and public safety.

3. INTENTIONALLY DELETED

4. SAFETY QUALIFICATIONS

4.1 Certificate of Recognition (“COR”)

Safety qualification shall be in the form of a Certificate of Recognition (“COR”) or its successor, which is relevant to the applicable industry and which is recognized by the Workplace Health and Safety and Employment Standards Compliance branch of Alberta Human Services, or its successor branch or department of the provincial government of Alberta (“**Workplace Health and Safety**”). The Contractor shall obtain before the commencement of the Project and shall maintain throughout the duration of the Project and the O&M, a COR. The Contractor shall ensure the subcontractors listed in Schedule 17 to the DBFO Agreement maintain a COR at any time such subcontractor is providing services for the Project or the O&M.

4.2 “Small employers’ Certificate of Recognition” Unacceptable

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

4.3 Temporary Letter of Certification

Prior to the commencement of the Project, if the Contractor has not obtained a COR, 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.

5. HEALTH AND SAFETY SUMMARY REPORTS

5.1 Monthly Health and Safety Summary Reports

For each month of the Construction Period and the Operating Period, the Contractor shall complete a monthly health and safety summary report covering that month, in a form (subject to change) reasonably required by the Province. The Contractor shall submit to the Province each monthly report within two Business Days of the end of the month for which the report covers.

5.2 Annual Health and Safety Review

During each March/April of the Construction Period and the Operating Period, the Contractor and the Province shall jointly complete an annual health and safety review

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covering the prior calendar year, in a form (subject to change) reasonably required by the Province.

5.3 Year-End Health and Safety Summary Report

For each calendar year of the Construction Period and the Operating Period, the Contractor shall complete a year-end health and safety summary report covering that calendar year, in a form (subject to change) reasonably required by the Province. The Contractor shall submit to the Province each year-end report by January 31st of the year following the calendar year for which the report covers.

5.4 Potential Required Information for Reports/Reviews

The form of the reports/review set out in this Section 5 may require, without limitation, the following information:

- (a) number of safety meetings conducted;
- (b) number of work site inspections completed;
- (c) number of serious injuries and accidents, including select details;
- (d) vehicle/equipment accidents, including select details;
- (e) subcontractors' Certificate of Recognition numbers;
- (f) dates of and attendance at pre-construction meetings;
- (g) select details about field personnel;
- (h) select details about site conditions;
- (i) select details about safety inspections and issued safety orders;
- (j) select details about accidents; or
- (k) select details about occupational health and safety performance.

6. OCCUPATIONAL HEALTH AND SAFETY ACT AND PRIME CONTRACTOR OBLIGATIONS

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. The Contractor shall assume all of the responsibilities and duties of the "prime contractor" as defined by the *Occupational Health and Safety Act*, provided that to the extent permitted by law the Contractor may enter into an agreement with its

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subcontractor (identified in Schedule 17) primarily responsible for carrying out the Project to be the “prime contractor” during the Construction Period, and may enter into an agreement with its subcontractor (identified in Schedule 17) primarily responsible for carrying out the O&M to be the “prime contractor” during the Operating Period.

Words used in this paragraph in lower case and in quotations have the meanings as set out in the *Occupational Health and Safety Act*. If the Province allows another “employer” (the “**Other Employer**”) onto the Contractor’s work site and if the Province, acting reasonably, determines 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 “owner” for the Other Employer’s work site and is the “prime contractor”, if there are two or more “employers” involved in work at the Other Employer’s work site at the same time and “prime contractor” status has not been assigned by written agreement; and
- (c) cooperate with the Contractor (and any other contractors working in the area) and jointly develop and agree in a written occupational health and safety system or process.

The Contractor (or its applicable subcontractor, if an agreement referred to in the first paragraph of this Section 6 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.

7. SUBCONTRACTORS

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

8. WORK SITE HAZARDS

The Contractor shall identify work site hazards and shall develop operational occupational safety policies, procedures and plans that are specific to those hazardous aspects of the Project or the O&M to ensure the safety of every person at a construction

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or maintenance site and the public travelling through the site. 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 Workplace Health and Safety conducts a work site 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 Workplace Health and Safety orders issued or fails to rectify previously identified work site hazards.

9. 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* (or such successor section or legislation).

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

The Contractor shall also notify the Department (as defined in Schedule 18 to the DBFO Agreement) of the time, place and nature of the injury or accident as soon as possible in all cases where an accident or injury described in section 18(2) of the *Occupational Health and Safety Act*, involving employees of the Contractor or its subcontractors, occurs during the Construction Period or the Operating Period.

10. THIRD PARTY ACCIDENT REPORTING

The Contractor shall immediately notify the Province of any:

- (a) accident occurring within the Infrastructure 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 *Traffic Safety Act*, or successor act or regulation;
- (c) known accident occurring during the Operating Period that involves a

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fatality, serious personal injury, or third party property damage in excess of \$1,000 or as specified in the *Traffic Safety Act*, or successor act or regulation.

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 when the Contractor first learned of the accident or ought to have learned of the accident.

The Contractor shall use its best efforts in its investigation and preparation of any detailed accident report so that such detailed accident report will include, but may not necessarily be limited to:

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

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

11. SAFETY MEETINGS

For the duration of the Construction Period and the Operating Period, the Contractor shall conduct safety meetings prior to the commencement of any work on each major work phase of the Project 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.

12. TRAFFIC MANAGEMENT

12.1 Public Use

The Contractor shall, subject to the Technical Requirements, keep the Infrastructure open for safe public use from Traffic Availability until the end of the Term.

All O&M shall be carried out so as not to interfere unnecessarily with:

- the convenience of members of the public and other infrastructure users; or
- the access to, use and occupation of public or private roads or footpaths, footways or

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bicycle paths whether under the control or in the possession of the Province, the Local Authority or any other person.

At all times management of traffic on the Infrastructure and any intersecting roadways within the Road Right of Way shall be the responsibility of the Contractor. Users shall be subject to the same laws as those using the remainder of the public highway network, and the enforcement of those laws shall be the responsibility of the police.

The Contractor shall ensure appropriate safety measures for workers and users are undertaken and implemented from design to construction and that traffic control is undertaken during construction at all locations, including but not limited to, detour roadways and existing local roadways that cross the TUC.

The Contractor shall also be responsible for traffic management during the Construction Period and the O&M Period.

12.2 Traffic Accommodation Exceptions

Some maintenance work has a minimal impact on traffic flow and therefore may not require full signing and/or traffic accommodation under all circumstances. Examples that may fall into this category include but are not limited to:

- removal of isolated debris (tire treads and other small objects);
- removal of small animals from the roadway;
- spontaneous filling of sporadic potholes (involving at least two workers);
- normal snow plowing and ice control operations;
- washing delineators or signs; and
- other work that is entirely off the roadway surface.

The Contractor shall define a traffic management plan for these specific excepted situations. Upon review of the plan through the Review Procedure as set out in Schedule 5 (Design and Plan Certification and Review Procedure), this traffic management plan, subject to any agreed amendments, shall be the standard throughout the Term. Any traffic management plan submitted to the Province pursuant to this provision does not release the Contractor from the obligation to keep the Infrastructure safe for both workers and the traveling public.

13. THE PROVINCE'S MAINTENANCE

The Province will use reasonable efforts to co-ordinate maintenance work for the adjacent and connecting roads with the Contractor's Schedule of Lane Closures (as defined in the Schedule 18 (Technical Requirements)) in respect of the Infrastructure, to which there has been comment made by the Province pursuant to the Review Procedure as set out in Schedule 5 (Design and Plan Certification and Review Procedure), so as to minimize any disruption to the operation of the Infrastructure.