

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 10

SAFETY

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APPENDIX 10A CONTRACTOR SAFETY INCIDENT REPORT FORM

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 10

SAFETY

1 INTERPRETATION

1.1 Definitions

In this Schedule 10 [Safety], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Construction Safety Officer**” has the meaning set out in Section 2.5 of this Schedule 10 [Safety];

“**Emergency Response Plan**” has the meaning set out in Section 4.2 of this Schedule 10 [Safety];

“**Food Safety and Sanitation Plan**” has the meaning set out in Section 4.1 of this Schedule 10 [Safety];

“**Hazardous Material**” means any substance for which worker exposure must be kept “as low as reasonably achievable” as that phrase is defined in Part 5 of the OHSR;

“**Multiple Employer Workplace**” has the meaning set out in Section 118 of the *Workers Compensation Act* (British Columbia) and in WorkSafeBC Regulation Part 20.3 (2) “a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers”;

“**Notice of Failure to Comply**” has the meaning set out in Section 4.9(a) of this Schedule 10 [Safety];

“**Occupational Health & Safety Management Program (OHSMP)**” has meaning set out in Part 3.3 of the OHSR;

“**OHSR**” means the *Occupational Health and Safety Regulation* (British Columbia);

“**Other Prime Contractor**” has the meaning set out in Section 2.7 of this Schedule 10 [Safety];

“**Prime Contractor**” has the meaning set out in Section 118 of the *Workers Compensation Act* (British Columbia);

“**Project Co’s Work Area**” means the area where Project Co will perform the Design, Construction and Services as defined by this Agreement;

“**PSSP**” has the meaning set out in Section 3.6 of this Schedule 10 [Safety];

“**Public Hazards**” has the meaning set out in Section 8.1(a) of this Schedule 10 [Safety];

“**Public Safety Management Plan**” has the meaning set out in Section 8.1 of this Schedule 10 [Safety];

“**Qualified**” has the meaning ascribed to it in Part 1 of the OHSR;

“**Qualified Site Safety Coordinator**” has the meaning set out in Section 2.4 of this Schedule 10 [Safety];

“**Safe Work Procedures**” has the meaning set out in Section 3.2 of this Schedule 10 [Safety];

“**Safety Area**” has the meaning set out in Section 2.1 of this Schedule 10 [Safety];

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“**Safety Audits and Inspections**” has the meaning set out in Section 6.1 of this Schedule 10 [Safety];

“**Safety Laws**” has the meaning set out in Section 3.1(a) of this Schedule 10 [Safety];

“**Safety Minimum Requirements**” or “**SMR**” has the meaning set out in Section 3.1(b) of this Schedule 10 [Safety];

“**Safety Order**” has the meaning set out in Section 7.2 of this Schedule 10 [Safety];

“**Security Plan**” means a plan that outlines the security measures Project Co will implement to protect its employees, agents, personnel, the Project Contractors, Subcontractors and their employees and agents, Project Co’s materials and equipment, the Work and any area of ancillary use, including any storage area or laydown area within Project Co’s Work Area;

“**Site Safety Management Plan**” or “**SSMP**” has meaning set out in Section 3.1 of this Schedule 10 [Safety];

“**Specified Area**” has the meaning set out in Section 2.7 of this Schedule 10 [Safety];

“**Work Area**” means any area at the Site in which work will be performed in connection with the construction of the Project;

“**WorkSafeBC**” means the Workers Compensation Board of British Columbia; and

“**WPP**” has the meaning set out in Section 3.6 of this Schedule 10 [Safety].

2 GENERAL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

2.1 Safety Areas

For the purposes of safety BC Hydro may divide the Site into a number of areas (each a **Safety Area**) and designate a specific contractor as the Prime Contractor for each Safety Area. A Safety Area may be comprised of Project Co’s Work Area, other contractor’s work areas, an area of ancillary use such as a storage area or laydown area and roads and access lands. Any Safety Area may be a Multiple Employer Workplace such that more than one contractor may be required to use, perform work in or pass through the Safety Area.

2.2 Duties of all Contractors

Project Co will:

- (a) ensure the health and safety of all workers working for Project Co on the Site, and will take reasonable commercial steps to ensure the health and safety of any other workers present at a workplace at which Design, Construction or Services are being carried out, including incorporating a contractual obligation in any agreement or other arrangement for Design, Construction or Services being carried out at a workplace other than the Site requiring that appropriate health and safety standards are implemented to ensure the health and safety of all the workers present at such workplace including, as necessary, the implementation of health and safety standards which may impose a higher standard than the health and safety standards imposed by Governmental Authorities of the jurisdiction in which the workplace is located;
- (b) comply with the *Workers Compensation Act* (British Columbia), the OHSR and any applicable orders;

- (c) remedy any workplace conditions that are hazardous to the health or safety of Project Co's workers;
- (d) ensure that Project Co's workers are made aware of all known or reasonably foreseeable health or safety hazards to which they are likely to be exposed by their work, comply with the *Workers Compensation Act* (British Columbia), the OHSR and any applicable orders, and are made aware of their rights and duties under the *Workers Compensation Act* (British Columbia) and the OHSR;
- (e) provide to Project Co's workers the information, instruction, training and supervision necessary to ensure the health and safety of those workers in carrying out their work and to ensure the health and safety of other workers at the workplace; and
- (f) maintain the workplace in a manner that ensures the health and safety of persons at or near the workplace. At all times have full regard for the safety of all persons on the Safety Area (whether such persons are present on the Safety Area lawfully or not) and will keep the Safety Area in a manner and in an orderly state that ensures the safety of such persons and that is appropriate to the avoidance of danger to such persons.

2.3 Project Co as the Prime Contractor

The entirety of the Worker Accommodation Area excluding that portion of the Worker Accommodation Area comprising the potable water intake or well, and wastewater and storm water infrastructure, is Project Co's Safety Area, (and if there is more than one Safety Area indicated in this reference then for the purposes of this Schedule 10 [Safety], "Safety Area" will be deemed to apply to all such indicated Safety Areas). BC Hydro hereby designates Project Co as the Prime Contractor for that Safety Area(s) and Project Co hereby agrees to be the Prime Contractor for that Safety Area(s). Notwithstanding the foregoing, and subject to compliance with the *Workers Compensation Act* (British Columbia), Project Co may propose, and BC Hydro may Consent to, the Design-Builder assuming the role as Prime Contractor. All references in this Schedule 10 [Safety] to Project Co will be deemed to mean the Prime Contractor except as otherwise stated. Accordingly Project Co will:

- (a) take all steps or measures necessary, through such arrangements as are appropriate, to fulfill its obligations, functions and duties as the Prime Contractor;
- (b) file a Notice of Project for Construction in accordance with Section 20.2 of the OHSR;
- (c) coordinate the activities of all of the employers and workers in the Safety Area so that the activities of the workers of one employer do not pose any risk to the workers of another employer;
- (d) establish and maintain a system or process that will ensure compliance with the Safety Laws in respect of the Safety Area;
- (e) identify and document any work activities at the workplace where there is a known or reasonably foreseeable risk to workers;
- (f) maintain the workplace in a manner that ensures the health and safety of persons at or near the workplace; and
- (g) at all times have full regard for the safety of all persons on the Safety Area (whether such persons are present on the Safety Area lawfully or not) and will keep the Safety Area in a manner and in an orderly state that ensures the safety of such persons and that is appropriate to the avoidance of danger to such persons.

2.4 Qualified Site Safety Coordinator

Prior to the commencement of any construction within the Safety Area, Project Co will appoint a Qualified person (the “**Qualified Site Safety Coordinator**”) to coordinate health and safety activities for the Safety Area with respect to such construction and deliver to Hydro’s Representative written notice of the designation of the Qualified Site Safety Coordinator. The duties of the Qualified Site Safety Coordinator will be:

- (a) establishing and maintaining working relationships with WorkSafeBC and BC Hydro;
- (b) prior to the commencement any Construction prepare and deliver to Hydro’s Representative for Review a schedule of safety activities demonstrating implementation of Project Co’s Site Safety Management Plan;
- (c) ensuring that all pre-existing hazards on the Safety Area have been identified and communicated to Project Co Persons and all other workers on the Safety Area;
- (d) preparing or causing to be prepared a site drawing showing the project layout, first aid locations, emergency transportation provisions and the evacuation marshalling station;
- (e) identifying and documenting all pre-existing hazards, and new hazards that arise during the performance of the Design, Construction and Services for Project Co’s and Subcontractor’s workers and for all other employers and their workers who for any reason come into the Safety Area;
- (f) ensuring that the hazards within the Safety Area are addressed throughout the duration of the work activities;
- (g) identifying and documenting any activities at the workplace that could create a known or reasonably foreseeable risk to workers and informing all other contractors and their workers who for any reason come into the Safety Area of the activities and the hazards;
- (h) preparing or causing to be prepared a set of written construction procedures designed to protect the health and safety of workers at the Safety Area;
- (i) reviewing the scopes’ of work, work procedures and physical work areas of the other contractors doing work within the Safety Area and when conditions or activities at any location or locations in the Safety Area affect the workers of more than one employer or where there are overlapping or adjoining work activities by two or more employers, coordinating the occupational health and safety activities throughout the Safety Area and alerting all workers to all reasonably foreseeable hazards to which they are likely to be exposed;
- (j) conducting documented site safety inspections at a frequency that prevents the development of unsafe conditions or procedures in the Safety Area;
- (k) notwithstanding any limitation in the OHSR regarding the number of workers in any work force, implementing and at all times maintaining a formal Joint Health and Safety Committee for the Safety Area as if required by the *Workers Compensation Act* (British Columbia), and maintaining compliance with those duties and functions as required by the *Workers Compensation Act* (British Columbia);
- (l) advising BC Hydro as soon as reasonably possible of any accidents or incidents that occur in the Safety Area including those that must be reported to WorkSafeBC; and

- (m) informing all persons who enter the Safety Area of the health and safety requirements in the Safety Area.

2.5 Construction Safety Officers

Project Co will appoint a sufficient number of Qualified construction safety officers (each a **Construction Safety Officer**), having responsibility for the identification and control of potential safety Hazards on the Site, in accordance with applicable Safety Laws. Project Co will ensure that during the performance of all construction activities on the Safety Area, at least one Construction Safety Officer is at the Safety Area and available for every 200 construction workers. A Construction Safety Officer will demonstrate the requisite degree of training and competency to act in that capacity, as required by WorkSafeBC.

2.6 Refusal to Recognize the Prime Contractor

If WorkSafeBC refuses to recognize or accept Project Co at any time as the Prime Contractor, Project Co will not be relieved of any obligations, duties and liabilities as the Prime Contractor but will be responsible to BC Hydro as if Project Co had been accepted by WorkSafeBC as the Prime Contractor for fulfilling all obligations to the same extent as if Project Co undertook the obligations of a Prime Contractor for the Safety Area.

2.7 Project Co Not the Prime Contractor

BC Hydro may, from time to time, at its sole discretion and on prior written notice from Hydro's Representative to Project Co, appoint a person other than Project Co as the Prime Contractor (in this Section 2.7, the "**Other Prime Contractor**") in connection with specified works and activities that may be undertaken and performed in a portion of the Safety Area (the "**Specified Area**"), for a specified period of time.

Upon receipt of written notice from Hydro's Representative Project Co agrees that it will cease to be the Prime Contractor in the Specified Area for the specified period of time, and Project Co will comply with, and ensure compliance by its workers and subcontractors with all applicable safety requirements of the Other Prime Contractor, acting reasonably, in the Specified Area. Project Co will provide the Qualified Site Safety Coordinator of the Other Prime Contractor with the name of a Qualified person designated by Project Co to be responsible for Project Co's health and safety activities in the Work Area.

While acting as the Prime Contractor on the balance of the Safety Area, Project Co will coordinate the health and safety activities of the other contractors doing work within the Safety Area to ensure at all times that the workers on the Safety Area do not create a hazard for the workers on the Specified Area.

Upon receipt from Hydro's Representative of written notice of the conclusion of the works and activities referred to in the original notice, Project Co will reassume and thereafter fulfil the responsibilities of the Prime Contractor as otherwise set out in this Schedule 10 [Safety] at the Safety Area.

2.8 Major Incident Response

In the event of a health or safety incident which has the potential to have Site-wide impacts, BC Hydro may, at its discretion, designate a person, which may be other than Project Co, to be the Prime Contractor across some or all of the Site for such period of time as BC Hydro may select.

3 SITE SAFETY MANAGEMENT PLAN

3.1 Preparation and Submission

Within 30 days after the Effective Date, and in any event, at least 10 days before commencing any Design, Construction and Services at the Site, Project Co will prepare and submit Project Co's Site Safety

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Management Plan (“**Site Safety Management Plan**” or “**SSMP**”) to BC Hydro for Review. The SSMP will be prepared by a Qualified person who will certify that the SSMP:

- (a) has been prepared in accordance with the requirements of *Workers Compensation Act* (British Columbia) and OSHR and all applicable Laws and the Safety Regulations (the “**Safety Laws**”);
- (b) meets the minimum standards of health and safety for each specified component of the Design, Construction and Services, as determined by the applicable safety policies or standards (the “**Safety Minimum Requirements**” or “**SMR**”);
- (c) is in compliance with Good Industry Practice;
- (d) addresses overall management of occupational safety, health and wellness and addresses mitigation of any risks due to occupational health and safety hazards associated with the WA Project, Project Co’s Work Area and the performance of the Design, Construction and Services. The SSMP will define the safety purpose, responsibilities, strategies and plans that direct Project Co, its employees, its Subcontractors and its Subcontractors’ employees with a key focus made to those components of the Design, Construction and Services, including cooperation with other contractors, BC Hydro and other persons at the Site;
- (e) the Prime Contractor component of the SSMP will include strategy for coordination of occupational health and safety activities within Project Co’s Work Area, hazard identification and control, provision of first aid, strategy for ensuring training and competency, rules of conduct, and design, implementation, and maintenance of the system to ensure compliance with the *Workers Compensation Act* (British Columbia) and the OHSR, as well as the worksite rules of the Prime Contractor;
- (f) addresses the development of emergency response plan in alignment with BC Hydro’s overall Project emergency response plan and in communication with BC Hydro;
- (g) includes the Security Plan; and
- (h) outlines Safe Work Procedures for specified aspects of the Design, Construction and Services.

3.2 Safe Work Procedures

Prior to commencing any activities at the Site, Project Co will develop and submit a set of written instructions identifying the health and safety hazards associated with the performance of each type of activity associated with the performance of the Design, Construction and Services (“**Safe Work Procedures**”) to BC Hydro for Review as to completeness. Project Co will engage a Qualified person knowledgeable in the applicable WorkSafeBC Regulation and work procedures to prepare each set of Safe Work Procedures. Each set of Safe Work Procedures will:

- (a) address all site specific safety hazards and work procedures necessary to address those hazards for the safe performance of the specific type of Design, Construction or Services activity;
- (b) include Safe Work Procedures and exposure control plans applicable to the site and the performance of the specific type of Design, Construction or Services activity;
- (c) include reference to hot work precautions;
- (d) be prepared in accordance with WorkSafeBC requirements;
- (e) be consistent with the applicable Safety Minimum Requirements (SMRs); and

- (f) specifically identify the applicable procedures in the event of an accident or safety violation.

3.3 Amendment of SSMP

Project Co will review and amend the SSMP from time to time as necessary to ensure that the SSMP at all times complies with the requirements set out in Section 3.1 of this Schedule 10 [Safety]. Prior to implementation of any SSMP amendments, Project Co will submit the proposed amendments to Hydro's Representative for Review.

3.4 Compliance to SSMP

Project Co will implement and comply with the SSMP, and require all Subcontractors to comply with the SSMP, prepared and as may be amended from time to time in accordance with the requirements of this Schedule 10 [Safety].

3.5 Life Saving Rules

Project Co will ensure training in and compliance with the following lifesaving rules by all persons on the Safety Area as part of the Site Safety Management Plan:

- (a) limits of approach (LOA) will be maintained as required by WorkSafeBC Regulation Parts 19.24 and 19.27;
- (b) if working within the limits of approach, ensure there is a safety protection guarantee or lock out in place and check that it is appropriate for the Construction or the Services are being undertaken;
- (c) if working within the limits of approach test for hazardous energy;
- (d) if working within the limits of approach ensure that worker protection grounding/bonding is applied;
- (e) use fall protection when working at heights;
- (f) maintain a safe atmosphere in a confined space and ensure each worker can be rescued;
- (g) prevent harmful exposure to known carcinogens, toxins and bio-hazards;
- (h) no work will be undertaken under the influence of alcohol or drugs; and
- (i) adjust driving performance to the weather and road conditions.

3.6 Safety Practice Regulations

Before any station equipment can be connected to the electrical grid Project Co will be trained in and comply with BC Hydro's Safety Practice Regulations (SPR), including the Power System Safety Protection ("PSSP"), Work Protection Practices ("WPP"), and lockout procedures. Project Co will train or cause to be trained all persons engaged in the performance of the Construction to a minimum of Category B under WPP and Category 3 under PSSP before the equipment is connected to the grid and from connection time forward all persons working on the equipment must maintain PSSP/WPP certification to the level required by the work being done.

3.7 Isolation

If Project Co requires a change to the equipment isolation and lockout procedures to accommodate the performance of the Construction, Project Co will submit a lockout procedure change request to Hydro's Worker Accommodation Project Agreement – Schedule 10 [Safety]

Representative a minimum of 3 days in advance of the required change. BC Hydro will perform the requested switching and isolation at no charge to Project Co. Notwithstanding the foregoing, BC Hydro will not be responsible for any costs associated with any delays or interruptions of the Construction arising from changes to isolation of equipment requested by Project Co.

3.8 WorkSafeBC Requirements

Within 30 days after the Effective Date but, in any event, before commencing any Design, Construction and Services at the Site, and at any time on written request from Hydro's Representative, Project Co will deliver to BC Hydro a statement from WorkSafeBC that:

- (a) each Subcontractor is registered and paying its premiums as required; and
- (b) a notice of project has been filed in accordance with Section 20.2 of the OHSR.

3.9 Indemnity for WCB Non-Compliance

If Project Co or anyone employed by or through Project Co in the performance of any Design, Construction and Services does not comply with the requirements of the *Workers Compensation Act* (British Columbia), including payment and deduction and remittance of any and all contributions, premiums, fees, assessments and charges required to be made thereunder, Project Co will indemnify BC Hydro from any cost, loss, liability or obligation which BC Hydro may incur as a result.

3.10 Failure to Comply with WorkSafeBC Requirements

If at any time the Design, Construction and Services or portion of the Design, Construction and Services is stopped because Project Co, or any Subcontractor fails or refuses to comply with an order issued pursuant to the *Workers Compensation Act* (British Columbia), then such failure or refusal will be deemed to be an event of default under this Agreement.

4 SAFETY REQUIREMENTS

4.1 Food Safety and Sanitation Plans

The Northern Health Authority and Community Health Services Societies administer the Industrial Camps Health Regulation. This regulation addresses matters such as water supply, sanitation and sleeping quarters. The OSHR applies to camps to the extent they are workplaces. Project Co will ensure that all applicable regulations and associated permits and plans are submitted in accordance with the requirements of the Northern Health Authority.

Project Co will prepare and submit a food safety and sanitation plan (the **Food Safety and Sanitation Plan**) to BC Hydro for Review. The Food Safety and Sanitation Plan will be prepared by a Qualified person who will certify that the Food Safety and Sanitation Plan:

- (a) has been prepared in accordance with:
 - (i) the Safety Laws; and
 - (ii) the requirements of the Northern Health Authority; and
- (b) meets the minimum standards of health and safety for each specified component of the Services, as determined by the applicable policies or standards as set out by the BC Centre for Disease Control and Food Protection Services "Food Protection Vital to your Business".

4.2 Emergency Response Plan

Project Co will prepare an emergency response plan (the **Emergency Response Plan**) which:

- (a) aligns with BC Hydro's Project emergency response plan;
- (b) outlines the warning system for evacuation that will be in place;
- (c) provides Project Co's (including all the Subcontractors) emergency response protocols and procedures and a framework for effectively managing emergencies involving chemical or fuel spills, fire, medical, flood, or other emergencies within the Safety Area;
- (d) the Emergency Response Plan will detail the requirements for the following:
 - (i) implementation of an industrial fire brigade capable of responding to a structural fire as outlined in WorkSafeBC Regulation Part 31.5(1);
 - (ii) emergency response procedures, including first response, containment, and safe cleanup;
 - (iii) emergency response equipment;
 - (iv) response to a hazardous materials spill; and
 - (v) notification and communication procedures; and
- (e) defines the detailed safe, effective and timely evacuation procedures in the event of an emergency at the Site. This will include establishing and maintaining adequate staffing/volunteers trained to at least BC Basic Firefighting Certificate in order to respond to internal and exterior fires. Minimum equipment requirement is compliance with NFPA Standard on Industrial Fire brigades, 2010 Edition.

Project Co will submit the Emergency Response Plan to Hydro's Representative for Review.

4.3 Compliance to the Emergency Response Plan

Project Co will implement and comply with the Emergency Response Plan, and require all Project Contractors to comply with the Emergency Response Plan, prepared and as may be amended from time to time in accordance with the requirements of this Schedule 10 [Safety].

4.4 Amendment of the Emergency Response Plan

Project Co will update the Emergency Response Plan as required during the performance of the Design, Construction and Services so that it at all times covers the Design, Construction and Services being performed. Project Co will submit the amendments to the Emergency Response Plan to Hydro's Representative for Review.

4.5 First Aid Responsibility for the Prime Contractor

When BC Hydro designates Project Co as the Prime Contractor, Project Co will be responsible for meeting the requirements of the *Workers Compensation Act* (British Columbia), to provide, operate and maintain first aid resources, supplies, equipment and facilities on the Site in accordance with WorkSafeBC First Aid Regulations.

Lodgings at the workplace, generally within 20 minutes surface travel time based on the normal time to safely transport an injured worker on a stretcher by land or water, having consideration for the weather, road conditions, traffic patterns, and other factors that may affect travel and are likely to prevail during working hours, will be considered part of the workplace. First aid service will be based on the total workforce present at Project Co's Work Area at any time.

Project Co will at all times during the performance of the Design, Construction and Services provide Qualified first aid attendants on Site as required by WorkSafeBC First Aid Regulations for all of Project Co's employees and agents, Subcontractors, their employees and agents and guests. Project Co will monitor and manage the adequacy and effectiveness of its first aid program, processes and personnel during the performance of the Design, Construction and Services.

The responsibilities include without limitation:

- (a) completing a first aid hazard assessment for the Safety Area, including an analysis of the length of time it will take to transport a worker to a hospital (the medical center being constructed as part of the Facility will not meet the requirements for a hospital or medical treatment facility);
- (b) complying with the first aid requirements for total head count for the Work Area of responsibility;
- (c) providing additional equipment, safety resources and certification levels required to comply with the WorkSafeBC requirements for first aid coverage for the safety area taking into account:
 - (i) the presence of multiple contractors and personnel in the Work Area of responsibility;
 - (ii) overlapping Work Areas;
 - (iii) work hazard ratings and risks arising from the performance of multiple work activities within the Work Area of responsibility;
 - (iv) work hazard ratings and risks arising from the performance of multiple work activities within the Work Area of responsibility; and
 - (v) the number of workers in the Work Area of responsibility.

Notwithstanding the requirements in WorkSafeBC OSH Regulation Part 3, Schedule 3-A, Project Co will provide an emergency transportation vehicle, capable of safely transporting an injured worker in a stretcher. In addition, if evacuation from the worksite is expected to take more than an hour, Project Co will develop a plan to evacuate workers by the fastest reasonable method with a goal of reducing evacuation time to an hour or less.

Project Co will cooperate with Northern Health to establish a protocol for the emergency transportation of patients to Northern Health facilities.

4.6 First Aid Responsibility for Guests

Project Co will at all times during the performance of the Construction and the Services provide Qualified first aid attendants on the Worker Accommodation Area and on Project Co's Work Area, as applicable, as required by Safety Laws for all Guests as well as all of Project Co's workers and Subcontractors' workers. Project Co will monitor and manage the adequacy and effectiveness of its first aid program, processes and personnel.

4.7 Safety Training

Project Co will, with respect to the performance of the Design, Construction and Services, and will ensure that other contractors with respect to their work, develop, implement, monitor and update any and all training programs required to train their employees in the hazards of the site and Design, Construction and Services and the safe and proper performance of the work. A safety training program will:

- (a) comply with all requirements of WorkSafeBC;
- (b) be delivered by Qualified persons;
- (c) include orientation of all workers;
- (d) include training in and testing on the understanding of life saving rules;
- (e) identify and address both general and task specific hazards;
- (f) address the rights, obligations and duties of all persons engaged in the performance of the Design, Construction and Services with respect to occupational health and safety;
- (g) address the potential consequences of non-compliance with the Safety Management Plan and the Site Safety Management Plan;
- (h) be tailored to the tasks, duties and responsibilities of each person engaged in the performance of the Design, Construction and Services;
- (i) include mechanisms for participants to evaluate and provide feedback with respect to the safety training sessions;
- (j) be modified as and when required to respond to participant evaluations and feedback;
- (k) be provided free of charge to all persons engaged in the performance of the Design, Construction and Services during normal working hours; and
- (l) monitor the understanding of life saving rules through written testing.

4.8 Food Safe Training

Project Co will hold a certificate, issued by a health officer (recognized by the province of BC) for the successful completion of the food handler training program, known as FOODSAFE or its equivalent, or will cause the Service Provider to hold such a certificate.

Project Co will ensure that while Project Co is absent from the food service establishment, at least one employee present in the establishment holds a FOODSAFE or equivalent certificate.

4.9 Failure to Comply

If Project Co determines in its reasonable discretion that any employer or an employer's worker performing work within the Safety Area is creating an unsafe or harmful condition or is doing or failing to do something that constitutes an unsafe or harmful act, or has failed to comply with the *Workers Compensation Act* (British Columbia), the OHSR or the Health and Safety Program, and that on written notice from Project Co to the employer responsible for such of such condition, act or failure that the employer has failed or refused to take action to correct the condition, act or failure, including any condition, act or failure of a worker, then:

- (a) Project Co may issue a written notice ("**Notice of Failure to Comply**") to the applicable employer stipulating in reasonable detail the basis for the issuance of the Notice of Failure to Comply, with a copy to Hydro's Representative;
- (b) on receipt of a Notice of Failure to Comply BC Hydro may, in reliance on the Notice of Failure to Comply, take whatever action it deems necessary to reduce or eliminate risk to workers;
- (c) on rectification of the condition, act or failure set out in a Notice of Failure to Comply issued by Project Co, Project Co will withdraw the Notice of Failure to Comply by endorsing on a copy thereof confirmation of the rectification, and Project Co will deliver a copy of the endorsed Notice of Failure to Comply to the applicable employer and to Hydro's Representative, and in reliance on such receipt BC Hydro may take steps to permit the resumption of work; and
- (d) BC Hydro will be deemed to have relied on the terms of and the reasons set out in the Notice of Failure to Comply, and a subsequently endorsed Notice that the condition has been rectified, notwithstanding any subsequent investigation or inquiry of the matter by BC Hydro, which BC Hydro may but will not be obligated to undertake, and Project Co will indemnify and hold harmless BC Hydro in connection with any and all Claims arising in connection with the issuance of any Notice of Failure to Comply by Project Co, or the subsequently endorsed Notice, and any acts or omissions of BC Hydro in reliance on such Notices.

5 SAFETY MEETINGS

5.1 Compliance, Participation, Attendance and Documentation

Project Co will provide all documents, attend all meetings and conduct activities as required by the OSHR. Project Co will cause its representative and its Subcontractors' senior site representative to attend all safety meetings.

Project Co will cause all other contractors doing work within the Safety Area to, hold, and maintain minutes of, daily safety tailboard meetings. Project Co will provide to BC Hydro weekly and monthly safety statistics in a form acceptable to BC Hydro. Project Co will cause representatives of its management staff and its hourly employees to attend the combined BC Hydro weekly safety meetings.

5.2 General Meetings

Project Co's Representative and Project Co's Site Safety Coordinator will regularly attend any Site meetings, including:

- (a) Joint Health and Safety Committee meetings required under the *BC Workers Compensation Act* and
- (b) Site safety coordination meetings.

In addition, Project Co will provide advance notice, for information only, of all such meetings to Hydro's Representative. Representatives of BC Hydro will be permitted, but will not be obligated to, attend all such meetings.

5.3 Special Safety Related Meetings

At the commencement of the Design, Construction and Services and at a minimum of once per quarter during the Term, senior representatives of Project Co will meet with senior representatives of BC Hydro to:

- (a) review the safety with respect to the Design, Construction and Services and the Safety Area both lagging and leading indicators;
- (b) discuss learnings and identify opportunities for improvement for Safety with respect to the on-going performance of the Design, Construction and Services; and
- (c) define corrective action plans to proactively enhance the safety environment and safety performance for the Project and all employees.

6 AUDITS AND INSPECTIONS

6.1 Access to Work Area, Personnel and Records

Project Co will allow BC Hydro and its agents' unrestricted access to carry out safety inspections and audits of the Design, Construction and Services performed at the Worker Accommodation Area, worksite conditions and all pertinent health and safety performance records to determine adherence to safety and health objectives ("**Safety Audits and Inspections**"). BC Hydro and its agents' personnel may carry out Safety Audits and Inspections without prior warning or notice to Project Co. Project Co will, during Safety Audits and Inspections, provide evidence of, or establish demonstrated compliance with, Safety Laws, the Site Safety Management Plans and Good Industry Practice.

6.2 Workplace Safety Audits

Project Co will conduct workplace safety audits in accordance with Good Industry Practice at least once each month during the period between the Effective Date and the Total Completion Date.

Workplace safety audits will be conducted by Project Co's Site Safety Coordinator and one of Project Co's Qualified Site Safety Coordinators. Project Co will provide advance written notice, for information only, of each workplace safety audit to BC Hydro and a BC Hydro Representative may, but will not be obligated to, attend such audits. Workplace safety audits will measure the effectiveness of Project Co's occupational health and safety systems and determine Project Co's compliance with the OHSMP, the applicable SSMP's, Safe Work Procedures and Safety Regulations.

Project Co will review all workplace safety audit findings with Project Co's representative responsible for the Work Area being audited and will determine and implement corrective action for all identified nonconformities.

On or before the last day of each month, Project Co will prepare and submit to Hydro's Representative, for information only, a completed audit report.

Project Co will promptly remedy all unsafe conditions and procedures and provide a report back to BC Hydro confirming that the applicable issue has been remedied.

6.3 Response to Safety deficiencies

If, in the opinion of BC Hydro, Project Co's Design, Construction or Services pose an undue hazard, BC Hydro may shut down the Design, Construction and Services until such time as the conditions are corrected. BC Hydro may verbally order Project Co's Representative or the immediate supervisor of Project Co's Design, Construction or Services at the location of the undue hazard in circumstances where Project Co's Representative is unavailable, to shut down the work effective immediately, and deliver notice in writing of the order to Project Co's Representative within 48 hours after giving the verbal order. Project Co will not be entitled to any compensation or payment from BC Hydro for any costs Project Co incurs by reason of such shutdown or the implementation of corrective safety measures.

On or before the last day of each month Project Co will prepare and submit a statistical report of all Safety deficiencies to BC Hydro which reports will be maintained in accordance with Schedule 15 [Records]. Project Co will document the implementation of all corrective actions and will, on a monthly basis, provide proof of the implementation of all corrective actions to BC Hydro.

6.4 Annual Audit

Project Co will cause an independent third party, acceptable to BC Hydro, to conduct an audit of Project Co's OHSMP to the BC Construction Safety Association's standard, not less than once each calendar year during the Term, in order to assess Project Co's compliance with, and implementation of, the OHSMP, as required by the Safety Laws and this Schedule 10 [Safety].

Project Co will submit the independent auditor's report to BC Hydro within one week of the anniversary of the completion of the previous annual audit for Review, and in any event within 14 days after receipt.

6.5 Self-Reporting

Project Co will implement and maintain an appropriate system of occupational health and safety management documentation, sufficient to demonstrate compliance with all applicable safety Laws and the requirements of this Schedule 10 [Safety]. Project Co will ensure that all health and safety reporting is prepared and maintained in a format that is consistent with BC Hydro's then current health and safety reporting systems.

7 ACCIDENTS AND INCIDENTS

7.1 Accident and Incident Reporting

Project Co will:

- (a) immediately notify WorkSafeBC and BC Hydro of any incident if the incident involves serious injury or death, public safety, a public near-miss incident, a major structural failure or collapse, a major release of Hazardous Material, or any other circumstance which is required to be reported pursuant to Safety Laws. For the purposes of Section 7.1, the Contractor will use the incident report form set out in Appendix 10A [Contractor Safety Incident Report Form] or such other form as Hydro's Representative may from time to time require; and
- (b) prepare and submit an accident investigation report to WorkSafeBC, and concurrently deliver a copy of such report to BC Hydro where such report is required pursuant to the *Workers Compensation Act* (British Columbia); and
- (c) undertake an investigation to determine if there were causative coordination or compliance issues that led to the incident and submit the results of the investigation to BC Hydro.

On or before the last day of each month, Project Co will prepare and submit a statistical report of all incidents to BC Hydro and such report will be maintained in accordance with Schedule 15 [Records]. Project Co will document the implementation of all corrective actions and will, on a monthly basis, provide proof of implementation of all corrective actions to BC Hydro.

7.2 Orders

Project Co will ensure that if any employer receives an order issued by WorkSafeBC or any other authority having jurisdiction over safety issues on the Site (a **Safety Order**), Project Co will, as soon as practicable, and in any event within 24 hours of receiving the Safety Order, notify Hydro's Representative in writing of the Safety Order and will deliver to BC Hydro, a copy of any "Notice of Compliance" delivered by Project Co or any Project Co Person to WorkSafeBC at the same time as the "Notice of Compliance" is delivered to WorkSafeBC.

8 PUBLIC SAFETY

8.1 Public Safety Management Plan (PSMP)

Project Co will develop a plan (the **Public Safety Management Plan**) that:

- (a) outlines the measures, procedures and processes that Project Co will ensure that its contractors and its Subcontractors will implement to protect the public from any hazards associated with or generated by the performance of the Design, Construction and Services that could affect the public (the **Public Hazards**);
- (b) identifies, documents, tracks and evaluates potential Public Hazards; and
- (c) documents and manages the control measures implemented by Project Co to eliminate, control or mitigate the Public Hazards with response priority based on BC Hydro's Risk Ranking and response profile.

Project Co will implement and comply with the Public Safety Management Plan and will revise and update the Public Safety Management Plan as required to document the control measures implemented by Project Co to eliminate, control or mitigate Public Hazards. Project Co's Public Safety Management Plan will align with the BC Hydro Public Safety Management Plan for the overall Project.

If Project Co becomes aware of a Public Hazard that places the public at risk, Project Co will act immediately to correct or mitigate the Public Hazard. If Project Co is unable to take immediate action to correct or mitigate such Public Hazard, Project Co will immediately stop the performance of the Work, and immediately notify BC Hydro of the Public Hazard and await further notice and direction.

WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 10A

CONTRACTOR SAFETY INCIDENT REPORT FORM

(see attached)

CONTRACTOR SAFETY INCIDENT REPORT FORM

1. **Contractor:** In the event of any injury (or near-miss incident) to a worker during the contracted work on the BC Hydro job site, as soon as practicable, notify Hydro's Representative of the incident, and submit an incident report.
 1. Complete this incident report form or your own safety incident report as long as it contains the same information.
 2. Forward the completed incident report to Hydro's Representative in electronic or paper copy.
2. **Hydro's Representative:** Use this incident report form completed by the Contractor's Representative to assist you with initiating and completing a BC Hydro Contractor Injury/Illness or near miss Incident report in BC Hydro SAP Incident Management System (IMS).

Note: Independent Contractors are responsible for incident reporting and investigations and as outlined by WorkSafeBC as per the Worker's Compensation Act Part 3 Division 10.

Incident Date:	Incident Time: Click here to enter text. AM <input type="checkbox"/> PM <input type="checkbox"/>
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Incident Information

Incident Location (Address/City): Click here to enter text.	
Brief Incident Description: Click here to enter text.	
Immediate Corrective Actions Taken (if needed): Click here to enter text.	
Description of Injuries and Immediate Treatment Received (including Left or Right side of body): Click here to enter text.	
Treatment Administered By? (e.g. First Aid Attendant/Doctor/etc.) Click here to enter text.	
Did Worker Have Lost Time Beyond Day of Injury?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Was There an Electrical Contact? If YES, please check all that apply	Yes <input type="checkbox"/> No <input type="checkbox"/> WITH: Person <input type="checkbox"/> Vehicle <input type="checkbox"/>

Contractor Information

Contractor Company Name:	Click here to enter text.	
Name of Contractor's Representative:	Click here to enter text.	
Address:	Click here to enter text.	
Telephone#:	Click here to enter text.	
Hydro's Representative Contract #:	Click here to enter text.	BC Hydro Project #: Click here to enter text.
Are You Prime On Site?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Hydro's Representative Name	Click here to enter text.	
E-Mail Address:	Click here to enter text.	
Telephone#:	Click here to enter text.	