

APPENDIX H – SAFETY

(see attached)

APPENDIX H – SAFETY

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EXHIBIT H-1 SAFETY AREA

APPENDIX H – SAFETY

1 INTERPRETATION

1.1 Definitions

In this Appendix H – Safety, in addition to the definitions set out in GC. 1.1 of Appendix A – General Conditions (Construction) and in Appendix B – Supplementary General Conditions, if any:

“**Construction Safety Officer**” has the meaning set out in Section 2.5 of this Appendix H – Safety;

“**Contractor’s Work Area**” means the area where the Contractor will perform the Work as defined by the Contract Documents;

“**CSMP**” means the Site C Clean Energy Project Construction Safety Management Plan dated October 17, 2014, as it may be amended from time to time, a copy of which is available from BC Hydro on request;

“**Emergency Response Plan**” has the meaning set out in Section 4.1 of this Appendix H – Safety;

“**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 4.6(a) of this Appendix H – Safety;

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

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

“**Other Prime Contractor**” has the meaning set out in Section 2.7 of this Appendix H – Safety;

“**Power System**” means all plant and equipment essential to the generation, transmission or distribution of electricity, including any plant or equipment that is out of service, being constructed or being installed;

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

“**PSSP**” has the meaning set out in Section 3.6 of this Appendix H – Safety;

“**Public Hazards**” has the meaning set out in Section 8.1 of this Appendix H – Safety;

“**Public Safety Management Plan**” has the meaning set out in Section 8.1 of this Appendix H – 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 Appendix H – Safety;

“**Safe Work Procedures**” has the meaning set out in Section 3.2 of this Appendix H – Safety;

“**Safety Area**” has the meaning set out in Section 2.1 of this Appendix H – Safety;

“**Safety Audits and Inspections**” has the meaning set out in Section 6.1 of this Appendix H – Safety;

“**Safety Laws**” has the meaning set out in Section 3.1 of this Appendix H – Safety;

“**Safety Order**” has the meaning set out in Section 7.2 of this Appendix H – Safety;

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

“**Site Safety Management Plan (SSMP)**” has meaning set out in Section 3.1 of this Appendix H – Safety;

“**Specified Area**” has the meaning set out in Section 2.7 of this Appendix H – Safety;

“**Work Area**” means any area at the Site in which Work will be performed for 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 Appendix H – 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 the Contractor’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

The Contractor will:

- (a) ensure the health and safety of all workers working for the Contractor, and any other workers present at a workplace at which that the Contractor’s Work is being carried out;
- (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 the Contractor’s workers;
- (d) ensure that the Contractor’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 the Contractor’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;

- (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;
- (g) implement and maintain a 'Drug and Alcohol Policy' that contains:
 - (i) reference to the requirements of WorkSafeBC Regulation 4.19/4.20;
 - (ii) reference to impairment by medication;
 - (iii) reference to the use, possession, distribution and sale of drugs and alcohol;
 - (iv) an alcohol and drug testing program including:
 - (A) pre-employment testing;
 - (B) testing for safety sensitive positions;
 - (C) testing for cause;
 - (D) post incident testing;
 - (E) return to work testing after a policy violation; and
 - (F) duty to accommodate including treatment; and
 - (v) an enforcement policy that includes removal from the Site; and
- (h) prior to leaving a Specified Area at the conclusion of its work, take all practical measures to ensure the Specified Area is free of all hazards created by the Work and all safeguards are in place to protect the health and safety of persons entering the Specified Area. In the event that it is not possible to implement all of the safeguards required to eliminate the hazards created by the Work, the contractor will forthwith communicate this information to the Prime Contractor.

2.3 Contractor as the Prime Contractor

The area(s) shown on Exhibit H-1 is the Contractor's Safety Area, (and if there is more than one Safety Area indicated in this reference then for the purposes of this Appendix H – Safety, "Safety Area" will be deemed to apply to all such indicated Safety Areas). BC Hydro hereby designates the Contractor as the Prime Contractor for that Safety Area(s) and the Contractor hereby agrees to be the Prime Contractor for that Safety Area(s). All references in this Appendix H – Safety to the Contractor will be deemed to mean the Prime Contractor except as otherwise stated. Accordingly the Contractor 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, the Contractor 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 Work prepare and deliver to Hydro’s Representative pursuant to GC. 4.21 a schedule of safety activities demonstrating implementation of the Contractor’s Site Safety Management Plan;
- (c) preparing or causing to be prepared a site drawing showing the project layout, first aid locations, emergency transportation provisions and the evacuation marshalling station;
- (d) identifying and documenting all pre-existing hazards, and new hazards that arise during the performance of the Work for the Contractor’s and Subcontractor’s workers and for all other employers and their workers who for any reason come into the Safety Area;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) conducting documented site safety inspections at a frequency that prevents the development of unsafe conditions or procedures in the Safety Area;
- (i) 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);

- (j) advising BC Hydro of any accidents or incidents that occur in the Safety Area including those that must be reported to WorkSafeBC; and
- (k) informing all persons who enter the Safety Area of the health and safety requirements in the Safety Area.

2.5 Construction Safety Officers

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

2.7 Contractor 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 the Contractor, appoint a person other than the Contractor 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 the Contractor agrees that it will cease to be the Prime Contractor in the Specified Area for the specified period of time, and the Contractor 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. The Contractor will provide the Qualified Site Safety Coordinator of the Other Prime Contractor with the name of a Qualified person designated by the Contractor to be responsible for the Contractor’s health and safety activities in the Work Area.

While acting as the Prime Contractor on the balance of the Safety Area, the Contractor 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, the Contractor will reassume and thereafter fulfil the responsibilities of the Prime Contractor as otherwise set out in this Appendix H – Safety at the Safety Area.

If the Contractor ceases to be the Prime Contractor in the Specified Area for a specified period of time, the Contractor will, prior to that specified period of time, take all practical measures to ensure the Specified Area is free of all hazards created by the work and all safeguards are in place to protect the health and safety of persons entering the Specified Area.

In the event that it is not possible to implement all of the safeguards required to eliminate the hazards, the Contractor will communicate this information to BC Hydro.

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 the Contractor, 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 Work at the Site, the Contractor will prepare and submit the Contractor's Site Safety Management Plan (**Site Safety Management Plan** or "**SSMP**") to BC Hydro pursuant to GC. 4.21. 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) has been prepared in accordance with the requirements of the CSMP;
- (c) meets the minimum standards of health and safety for each specified component of the Work;
- (d) is in compliance with Good Industry Practice;
- (e) 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 Project, the Contractor's Work Area and the performance of the Work. The SSMP will define the safety purpose, responsibilities, strategies and plans that direct the Contractor, its employees, its Subcontractors and its Subcontractors' employees with a key focus made to those components of the Work, including cooperation with Other Contractors, BC Hydro and other persons at the Site;
- (f) the Prime Contractor component of the SSMP will include strategy for coordination of occupational health and safety activities within the Contractor'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;
- (g) addresses the development of emergency response plan in communication with BC Hydro;
- (h) includes the Security Plan; and
- (i) outlines Safe Work Procedures for specified aspects of the Work.

3.2 Safe Work Procedures

Prior to commencing any activities at the Site, the Contractor 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 Work (**Safe Work Procedures**) to BC Hydro for review as to completeness. The Contractor 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 Work activity;

- (b) include Safe Work Procedures and exposure control plans applicable to the site and the performance of the specific type of Work activity;
- (c) include reference to hot work precautions;
- (d) be prepared in accordance with WorkSafeBC requirements; and
- (e) specifically identify the applicable procedures in the event of an accident or safety violation.

3.3 Amendment of SSMP

The Contractor 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. Prior to implementation of any SSMP amendments, the Contractor will submit the proposed amendments to Hydro's Representative pursuant to GC. 4.21.

3.4 Compliance to SSMP

The Contractor 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 Appendix H – Safety.

3.5 Life Saving Rules

The Contractor will ensure 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 Work;
- (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 commencement of any work on the Power System, the Contractor will ensure all workers are trained to the level of knowledge set out 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. The Contractor will train or cause to be trained all persons engaged in the performance of the Work 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 a Contractor requires a change to the equipment isolation and lockout procedures to accommodate the performance of the Work, the Contractor will submit a lockout procedure change request to Hydro's Representative a minimum of three days in advance of the required change. BC Hydro will perform the requested switching and isolation at no charge to the Contractor. Notwithstanding the foregoing, BC Hydro will not be responsible for any costs associated with any delays or interruptions of the Work arising from changes to isolation of equipment requested by the Contractor.

3.8 WorkSafeBC Requirements

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

- (a) each Subcontractor is registered and its premiums are fully paid;
- (b) a notice of project has been filed in accordance with Section 20.2 of the OHSR; and
- (c) all Persons performing Work at the Site who are not covered by the *Workers Compensation Act* (British Columbia) are covered under personal optional protection coverage available through WorkSafeBC.

3.9 Indemnity for WCB Non-Compliance

If the Contractor or anyone employed by or through the Contractor in the performance of any Work 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, the Contractor 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 Work or portion of the Work is stopped because the Contractor, 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 a default to which the provisions of GC.9.1 of Appendix A – General Conditions (Construction) will apply.

4 **SAFETY REQUIREMENTS**

4.1 Emergency Response Plan

The Contractor will prepare an emergency response plan (the **Emergency Response Plan**) which:

- (a) outlines the warning systems for evacuation that will be in place;
- (b) provides the Contractor's (including all Subcontractors) emergency response protocol and procedures for safely managing potential emergency situations within the Safety Area;
- (c) defines the detailed safe, effective and timely evacuation procedures in the event of an emergency at the Site; and

- (d) includes the provision of a rescue boat for use in the event of requirement for worker rescue from the river, which boat will be:
- (i) not less than 5 m in length;
 - (ii) rigid or inflatable;
 - (iii) equipped with a portable boarding ladder or other device capable of bringing a person on board;
 - (iv) equipped with a motor compatible with the use;
 - (v) not used for other purposes; and
 - (vi) manned by a trained crew.

The Contractor will submit the Emergency Response Plan to Hydro's Representative pursuant to GC. 4.21.

4.2 Compliance to the Emergency Response Plan

The Contractor will implement and comply with the Emergency Response Plan, and require all Subcontractors to comply with the Emergency Response Plan, prepared and as may be amended from time to time in accordance with the requirements of this Appendix H – Safety.

4.3 Amendment of the Emergency Response Plan

The Contractor will update the Emergency Response Plan as required during the performance of the Work so that it at all times covers the Work being performed. The Contractor will submit the amendments to the Emergency Response Plan to Hydro's Representative pursuant to GC. 4.21.

4.4 First Aid Responsibility for the Prime Contractor

When BC Hydro designates the Contractor as the Prime Contractor, the Contractor 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.

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

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 worker accommodation camp (which is being provided by a contractor other than the Contractor) 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, the Contractor 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, the Contractor will develop a plan to evacuate workers by the fastest reasonable method with a goal of reducing evacuation time to an hour or less.

The Contractor will cooperate with the Northern Health Authority to establish a protocol for the emergency transportation of patients to Northern Health Authority facilities.

4.5 Safety Training

The Contractor will, with respect to the performance of the Work, 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 Work 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) identify and address both general and task specific hazards;
- (e) address the rights, obligations and duties of all persons engaged in the performance of the Work with respect to occupational health and safety;
- (f) address the potential consequences of non-compliance with the Safety Management Plan and the Site Safety Management Plan;
- (g) be tailored to the tasks, duties and responsibilities of each person engaged in the performance of the Work;
- (h) include mechanisms for participants to evaluate and provide feedback with respect to the safety training sessions;
- (i) be modified as and when required to respond to participant evaluations and feedback; and
- (j) be provided free of charge to all persons engaged in the performance of the Work during normal working hours.

4.6 Failure to Comply

If the Contractor 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 the Contractor 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) the Contractor 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 the Contractor, the Contractor will withdraw the Notice of Failure to Comply by endorsing on a copy thereof confirmation of the rectification, and the Contractor 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 the Contractor 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 the Contractor, 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

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

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

5.2 General Meetings

The Contractor's Representative and the Contractor'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, the Contractor 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 Work and at a minimum of once per quarter during the term of the Contract, senior representatives of the Contractor will meet with senior representatives of BC Hydro to:

- (a) review the safety with respect to the Work 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 Work; 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

The Contractor will allow BC Hydro and its agents' unrestricted access to carry out safety inspections and audits of Site Work, 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 the Contractor. The Contractor 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

The Contractor 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 the Prime Contractor's Site Safety Coordinator and a Qualified Site Safety Coordinator from any Other Contractors who are not the Prime Contractor working in the Contractor's Safety Area. The Contractor 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 the Contractor's occupational health and safety systems and determine the Contractor's compliance with the OHSMP, the applicable SSMP's, Safe Work Procedures and Safety Regulations.

The Contractor will review all workplace safety audit findings with the Contractor'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, the Contractor will prepare and submit to Hydro's Representative, for information only, a completed audit report.

The Contractor 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, the Contractor's Work or operations pose an undue hazard, BC Hydro may shut down the Work until such time as the conditions are corrected. BC Hydro may verbally order the Contractor's Representative to shut down the work effective immediately, and deliver notice in writing of the order to the Contractor's Representative within 48 hours after giving the verbal order. The Contractor will not be entitled to any compensation or payment from BC Hydro for any costs the Contractor incurs by reason of such shutdown or the implementation of corrective safety measures.

On or before the last day of each month the Contractor 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]. The Contractor 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

The Contractor will cause an independent third party, acceptable to BC Hydro, to conduct an audit of the Contractor's OHSMP to the BC Construction Safety Association's standard, not less than once each calendar year during the duration of the Contract, in order to assess the Contractor's compliance with, and implementation of, the OHSMP, as required by the Safety Laws and this Appendix H – Safety.

The Contractor will submit the independent auditor's report to BC Hydro within one week of the anniversary of the completion of the previous annual audit pursuant to GC. 4.21, and in any event within 14 days after receipt.

6.5 Self-Reporting

The Contractor 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 Appendix H – Safety. The Contractor 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

The Contractor will immediately notify WorkSafeBC, the Contractor and BC Hydro of the 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 Substance, or any other circumstance which is required to be reported pursuant to Safety Laws; and

- (a) prepare and submit such report to WorkSafeBC, and concurrently deliver a copy of such report to the Contractor and BC Hydro (where an incident investigation report is required pursuant to the *Workers Compensation Act* (British Columbia)); and
- (b) The Contractor will prepare and deliver to BC Hydro an investigation to determine if there were causative coordination or compliance issues with the incident.

On or before the last day of each month, the Contractor 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]. The Contractor 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

The Contractor 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**), the Contractor 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.

8 PUBLIC SAFETY

8.1 Public Safety Management Plan (PSMP)

The Contractor will develop a plan (the **Public Safety Management Plan**) in accordance with Section 5.3 of the CSMP.

9 FIRE HAZARD AND ABATEMENT PLAN

The Contractor will develop a Fire Hazard and Abatement Plan in accordance with Section 5.2 of the CSMP.

10 TRAFFIC MANAGEMENT PLAN

The Contractor will develop a Traffic Management Plan in accordance with Section 5.4 of the CSMP.

11 WORKER HEALTH AND SAFETY MANAGEMENT PLAN

The Contractor will develop a Worker Health and Safety Management Plan in accordance with Section 5.5 of the CSMP.

EXHIBIT H-1 SAFETY AREA

