

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 Maintain Three New Schools in Edmonton and Seven New Schools in the Calgary Region of Alberta, Canada (the “**DBFM Agreement**”) between Her Majesty the Queen in right of Alberta and the Contractor, or as set out in Schedule 18 (Technical Requirements) to the DBFM Agreement, as applicable, unless expressed otherwise.

1.2 DBFM Agreement Reference

This Schedule is referenced in sections 1.3 and 14.5 of the DBFM 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**”), if applicable;
- (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 M&R 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 Schools and perform the M&R for the Schools in accordance with the DBFM Agreement with due regard for worker and public safety.

3. SAFETY QUALIFICATIONS

3.1 Certificate of Recognition (“COR”)

Safety qualification shall be in the form of a COR or its successor, which is relevant to the

**SCHEDULE 16 – DBFM AGREEMENT
EXECUTION VERSION**

applicable industry and which is recognized by the Workplace Health and Safety and Employment Standards Compliance branch of Alberta Employment and Immigration, or its successor branch or department of the provincial government of Alberta (“Workplace Health and Safety”). The Contractor shall obtain a COR before, and maintain a COR during any period in which, the Contractor undertakes in its own capacity any construction, maintenance or renewal services in respect of the Project or the M&R. The Contractor shall ensure the subcontractors listed in Schedule 17 to the DBFM Agreement maintain a COR at any time such subcontractor is providing services for the Project or the M&R.

3.2 “Small employers’ Certificate of Recognition” Unacceptable

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

3.3 Temporary Letter of Certification

Prior to the Contractor undertaking in its own capacity any construction, maintenance or renewal services in respect of the Project, if the Contractor has not obtained a COR as required by Section 3.1, 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.

4. OCCUPATIONAL HEALTH AND SAFETY ACT AND PRIME CONTRACTOR OBLIGATIONS

4.1 General

The Contractor, its employees, agents and subcontractors, shall at all times comply with the provisions of the *Occupational Health and Safety Act* (Alberta) and its subordinate regulations. Words used in this Section 4 in lower case and in quotations have the meanings as set out in the *Occupational Health and Safety Act*.

4.2 Prior to School Availability

In respect of each School and School Site, at all times prior to School Availability until and including the day that School Availability is achieved, the Contractor shall assume all of the responsibilities and duties of the “prime contractor”, provided that, to the extent permitted by law, the Contractor may enter into an agreement with its subcontractor identified in Schedule 17 (Subcontractors) primarily responsible for carrying out the Project to be the “prime contractor” until and including the day that School Availability is achieved. Where the Province requires access to the School or the School Site prior to School Availability, the Province agrees with the Contractor that it shall strictly comply with the Contractor’s safety requirements for the School

and the School Site.

4.3 From School Availability until Occupancy

In respect of each School and School Site, from and including the first day following the day that School Availability is achieved to and including the day immediately preceding the day that the School is occupied by students, the School Board shall assume all of the responsibilities and duties of the “prime contractor” for the School and the School Site. Where the Contractor requires access to the School or the School Site during this period to carry out any Construction Completion work, the Contractor agrees with the Province that it shall strictly comply with the School Board’s safety requirements for the School and the School Site.

4.4 During M&R Period after Occupancy

In respect of each School and School Site, from and including the day that the School is occupied by the students and throughout the M&R Period, the Contractor shall assume all of the responsibilities and duties as the “prime contractor” in respect of the M&R work carried out in a work area separated by time and space at the School or the School Site, provided that, to the extent permitted by law, the Contractor may enter into an agreement with its subcontractor identified in Schedule 17 (Subcontractors) primarily responsible for carrying out the M&R to be the “prime contractor” during the M&R Period. When carrying out M&R during the School Day, the Contractor agrees with the Province that prior to commencing such work, the Contractor shall advise the School Representative of the nature of the work, the required separation of the work area from the rest of the School and the School Site and the obligations of the School staff in connection with such separated work area.

4.5 Other Employers

In respect of each School and School Site, if another “employer” (the “**Other Employer**”) requires access to the School or the School Site to perform work and the Contractor demonstrates to the satisfaction of the Province and the School Board, acting reasonably, that the Other Employer’s work site can be separated by time and space from the Contractor’s work site, the Province or the School Board, as the case may be, 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 on a written occupational health and safety system or process.

**SCHEDULE 16 – DBFM AGREEMENT
EXECUTION VERSION**

The Contractor (or its applicable subcontractor, if an agreement referred to in Section 4.2 or Section 4.4 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.

5. SUBCONTRACTORS

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

6. WORKSITE HAZARDS

The Contractor shall identify worksite hazards and shall develop operational occupational safety policies, procedures and plans that are specific to those hazardous aspects of the Project or the M&R to ensure the safety of every person at a construction or maintenance site and the public accessing or using the Schools or the School Sites. 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 worksite 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 and the School Board.

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 worksite hazards.

7. 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 M&R 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 M&R Period, the Contractor shall inform the Province within two hours of such a death.

8. THIRD PARTY ACCIDENT REPORTING

The Contractor shall immediately notify the Province of any:

- (a) accident occurring within a School or a School Site 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 *Occupational Health and Safety Act*, or successor act or regulation;
- (c) known accident occurring during the M&R Period that involves a fatality, serious personal injury, or third party property damage in excess of \$1,000 or as specified in the *Occupational Health and 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.

Such a detailed accident report must 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 of when 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.

9. SAFETY MEETINGS

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