

**MAIN CIVIL WORKS CONTRACT**

**SCHEDULE 10**

**SAFETY**

**TABLE OF CONTENTS**

<b>1</b>	<b>INTERPRETATION.....</b>	<b>1</b>
1.1	Definitions .....	1
<b>2</b>	<b>GENERAL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS .....</b>	<b>2</b>
2.1	Safety Areas .....	2
2.2	General Duties of the Contractor .....	2
2.3	Contractor as the Prime Contractor .....	3
2.4	Site Safety Coordinator.....	3
2.5	Construction Safety Officers .....	4
2.6	Refusal to Recognize the Prime Contractor .....	5
2.7	Contractor Not the Prime Contractor .....	5
2.8	Major Incident Response .....	5
<b>3</b>	<b>SITE SAFETY MANAGEMENT PLAN.....</b>	<b>5</b>
3.1	Preparation and Submission.....	5
3.2	Safe Work Procedures.....	6
3.3	Amendment of SSMP .....	7
3.4	Compliance to SSMP.....	7
3.5	Life Saving Rules .....	7
3.6	Safety Practice Regulations.....	8
3.7	Isolation.....	8
3.8	WorkSafeBC Requirements.....	8
3.9	Indemnity for WCB Non-Compliance.....	8
3.10	Failure to Comply with WorkSafeBC Requirements.....	8
<b>4</b>	<b>SAFETY REQUIREMENTS .....</b>	<b>9</b>
4.1	Emergency Response Plan .....	9
4.2	Compliance to the Emergency Response Plan .....	9
4.3	Amendment of the Emergency Response Plan.....	9
4.4	First Aid Responsibility for the Prime Contractor.....	9
4.5	Safety Training.....	10
4.6	Failure to Comply.....	11
<b>5</b>	<b>SAFETY MEETINGS .....</b>	<b>11</b>
5.1	Compliance, Participation, Attendance and Documentation .....	11
5.2	General Meetings.....	11
5.3	Special Safety Related Meetings.....	12
<b>6</b>	<b>AUDITS AND INSPECTIONS .....</b>	<b>12</b>
6.1	Access to Contractor’s Work Area, Personnel and Records.....	12
6.2	Workplace Safety Audits.....	12
6.3	Response to Safety Deficiencies .....	13
6.4	Annual Audit.....	13
6.5	Self-Reporting .....	13
<b>7</b>	<b>ACCIDENTS AND INCIDENTS.....</b>	<b>13</b>
7.1	Accident and Incident Reporting.....	13

7.2	Orders .....	14
<b>8</b>	<b>PUBLIC SAFETY .....</b>	<b>14</b>
8.1	Public Safety Management Plan.....	14
<b>9</b>	<b>DANGEROUS GOODS .....</b>	<b>14</b>
9.1	Dangerous Goods.....	14
9.2	Dangerous Goods Occurrence .....	15
<b>10</b>	<b>FIRE PROTECTION .....</b>	<b>15</b>
10.1	Fire Protection Equipment .....	15
10.2	FireSmart and Wildfires .....	16

**APPENDIX 10-1      SAFETY AREAS**  
**APPENDIX 10-2      CONTRACTOR SAFETY INCIDENT REPORT FORM**

# MAIN CIVIL WORKS CONTRACT

## 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 4.1 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 ascribed to it 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 Schedule 10 [Safety];

“**Occupational Health & Safety Management Program**” or “**OHSMP**” has the meaning ascribed to it 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 ascribed to it in Section 118 of the *Workers Compensation Act* (British Columbia);

“**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;

“**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];

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

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

“**Site Safety Management Plan**” or “**SSMP**” has the 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];

“**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 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 General Duties of the Contractor**

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 Work is being carried out;
- (b) comply with the *Workers Compensation Act* (British Columbia), the OHSR and any applicable orders;
- (c) comply with all of the BC Hydro safety standards and regulations published as at the Effective Date (“**BC Hydro’s Safety Standards and Regulations**”);
- (d) remedy any workplace conditions that are hazardous to the health or safety of the Contractor's workers;
- (e) 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, comply with BC Hydro’s Safety Standards and Regulations and are made aware of their rights and duties under the *Workers Compensation Act* (British Columbia) and the OHSR;
- (f) if the Contractor is not the Prime Contractor of a Safety Area, comply with, and ensure the Contractor’s workers comply with, the directions of the Prime Contractor of that Safety Area
- (g) ensure that the Contractor’s workers are at all times aware of who the Prime Contractor for the particular Safety Area in which they are performing Work and who the Prime Contractor is on adjacent Safety Areas;
- (h) 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; and
- (i) maintain the Safety Area in a manner that ensures the health and safety of persons at or near the Safety Area.

The Contractor may obtain a copy of BC Hydro's Safety Standards and Regulations from the following website: <http://www.bchydro.com/about/suppliers/doing-business-with-bchydro/contractor-safety.html>.

If a new version of BC Hydro's Safety Standards and Regulations is published after the Effective Date, BC Hydro will notify the Contractor in writing and the Contractor will have 30 days from the date of such notice to comply with such new requirements, which will be a Change to which the provisions of Schedule 12 [Changes] will apply.

### 2.3 Contractor as the Prime Contractor

The area(s) identified as 'Safety Area – Main Civil Works' on the drawings attached at Appendix 10-1 [Safety Areas] are or will be the Contractor's Safety Areas for the time periods as indicated on such drawings. For the purposes of this Schedule 10 [Safety], "Safety Area" will be deemed to be a reference to all of the Contractor's Safety Areas as identified in Appendix 10-1 [Safety Areas] for the time period specified. BC Hydro hereby designates the Contractor as the Prime Contractor for the Safety Area(s) for the time periods indicated and the Contractor hereby agrees to be the Prime Contractor for such Safety Area(s).

All references in this Schedule 10 [Safety] to "the Contractor" will, as the context requires, be deemed to be a reference to "the Contractor as the Prime Contractor". 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 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 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 Site Safety Coordinator

Prior to the commencement of any construction within the Safety Area, the Contractor will appoint a Qualified person (the "**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 Site Safety Coordinator. The duties of the Site Safety Coordinator will be:

- (a) establishing and maintaining working relationships with WorkSafeBC and BC Hydro;
- (b) prior to the commencement any Construction, preparing and submitting to BC Hydro for Review a schedule of safety activities demonstrating implementation of the Contractor's Site Safety Management Plan;

- (c) ensuring that all pre-existing hazards on the Safety Area have been identified and communicated to the Contractor's workers and all other workers in 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 at the Safety Area, 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;
- (f) ensuring that all hazards described in Section 2.4(e) of this Schedule 10 [Safety] are addressed throughout the duration of the performance of the Work;
- (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 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 immediately 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.

The Site Safety Coordinator or his delegate will be:

- (n) knowledgeable about the scope of the Work and the hazards involved with the Work, and the means to control or mitigate such hazards; and
- (o) knowledgeable of the hazards of the work of Other Contractors, including those performing electrical and microwave tower construction.

## 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 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 Specified 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 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 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 90 days after the Effective Date, and in any event, at least 20 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 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 the *Workers Compensation Act* (British Columbia), the OSHR and all applicable Laws and the Safety Regulations (the "**Safety Laws**");

- (b) meets the minimum standards of health and safety applicable for each specified component of the Work, as determined by BC Hydro's Safety Standards and Regulations;
- (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 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;
- (e) includes, in the Prime Contractor component of the SSMP, 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;
- (f) addresses the development of an emergency response plan that aligns with BC Hydro's Emergency Response Plan for the Site, in communication with BC Hydro;
- (g) includes those parts of the Security Plan which outline the security measures in place to protect the Contractor's employees, agents, personnel, Subcontractors and their employees and agents;
- (h) outlines Safe Work Procedures for specified aspects of the Work; and
- (i) to the extent under the Contract Documents the Contractor is responsible for design, is in compliance with the relevant provisions of BC Hydro's Safety by Design policy.

### 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;
- (e) be consistent with BC Hydro's Safety Standards and Regulations, as applicable;
- (f) specifically identify the applicable procedures in the event of an accident or safety violation;
- (g) for any work that may be done in or around rivers, lakes, reservoirs or other bodies of water under the following conditions:



- (i) working in river environments;
- (ii) construction project; or
- (iii) working from boats or barges,

contain a specific requirement to comply with OSH Standard 408 Operation of Boats of BC Hydro's Safety Standards and Regulations;

(h) for any work involving helicopters and fixed wing aircrafts, contain a specific requirement:

- (i) to comply with OSH 407 Helicopter and Fixed-Wing Aircraft Safety of BC Hydro's Safety Standards and Regulations; and
- (ii) that helicopter vendors have a signed helicopter safety management system that demonstrates each such vendor's:
  - (A) policy on the safe use of helicopters;
  - (B) standard operating procedures; and
  - (C) pilot qualification in terms of flying hours, including utility wire environment experience where appropriate for the contract work; and

(i) contain a specific requirement to comply with OSH Standard 318 Crystalline Silica of BC Hydro's Safety Standards and Regulations.

### 3.3 Amendment of SSMP

The Contractor will review and amend the SSMP from time to time as necessary, including when hazards change or the scope of Work changes, 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, the Contractor will submit the proposed amendments to Hydro's Representative for Review.

### 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 Schedule 10 [Safety].

### 3.5 Life Saving Rules

The Contractor will ensure training of its workers in and compliance with the applicable 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 Part 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 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 the Contractor 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. 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 the 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 60 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 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 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 Section 15.1 of Schedule 2 [General Conditions] will apply.

## 4 **SAFETY REQUIREMENTS**

### 4.1 Emergency Response Plan

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

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

The Contractor will, within 90 days after the Effective Date, submit the Emergency Response Plan to Hydro’s Representative for Review.

### 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 Schedule 10 [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 for Review.

### 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 Safety Area of responsibility; and

- (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 Safety Area of responsibility;
  - (ii) overlapping Safety Areas;
  - (iii) work hazard ratings and risks arising from the performance of multiple work activities within the Safety Area of responsibility; and
  - (iv) the number of workers in the Safety Area of responsibility.

Notwithstanding the requirements in WorkSafeBC OSH Regulation Part 3, Schedule 3-A, the Contractor will provide an on-site Automated External Defibrillator (AED) and 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 Northern Health to establish a protocol for the emergency transportation of patients to Northern Health 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 and BC Hydro's Safety Standards and Regulations;
- (b) be delivered by Qualified persons;
- (c) include orientation of all workers;
- (d) include training on 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 Work with respect to occupational health and safety;
- (g) address the potential consequences of non-compliance with the Site Safety Management Plan;
- (h) be tailored to the tasks, duties and responsibilities of each person engaged in the performance of the Work;
- (i) include references to applicable training documentation for trades apprentices;
- (j) include mechanisms for participants to evaluate and provide feedback with respect to the safety training sessions;
- (k) be modified as and when required to respond to participant evaluations and feedback;
- (l) be provided free of charge to all persons engaged in the performance of the Work during normal working hours; and

- (m) include such written tests as may be necessary to ensure that participants understand the material, including with respect to life saving rules, covered in the safety training sessions.

#### 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, BC Hydro's Safety Standards and Regulations or the SSMP, 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 the Contractor's Representative and its Subcontractors' senior site representatives 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 *Workers Compensation Act* (British Columbia);

- (b) Site safety coordination meetings; and
- (c) meetings with the safety coordinators of all other Prime Contractors to share information regarding Site hazards and risk reduction.

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 of 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 Contractor's 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 date of Total Completion.

Workplace safety audits will be conducted by the Contractor's Site Safety Coordinator or one of the Contractor's Construction Safety Officers. The Contractor will provide advance written notice, For Information Only, of each workplace safety audit to BC Hydro and Hydro's 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 Laws.

The Contractor will review all workplace safety audit findings with the Contractor's representative responsible for the Safety 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, Hydro's Representative may shut down the Work or any portion of the Work until such time as the conditions are corrected. BC Hydro may verbally order the Contractor's Representative to shut down the Work or any portion of 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 to Hydro's Representative a statistical report for the month, in the form provided by Hydro's Representative, of all safety deficiencies. The Contractor will maintain such reports 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 Schedule 10 [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 for Review, 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 Schedule 10 [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:

- (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 this Section 7.1(a), the Contractor will use the incident report form set out in Appendix 10-2 [Contractor Safety Incident Report Form] or such other form as Hydro's Representative may from time to time require;
- (b) where an incident investigation report is required pursuant to the *Workers Compensation Act* (British Columbia), prepare and submit such report to WorkSafeBC, and concurrently deliver a copy of such report to BC Hydro; and

- (c) 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, in the form provided by Hydro's Representative, 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 it or any Subcontractor of any tier 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.

The Contractor will copy Hydro's Representative on any correspondence between the Contractor and WorkSafeBC, including any Notice of Compliance delivered to WorkSafeBC and any inspection reports.

## 8 PUBLIC SAFETY

### 8.1 Public Safety Management Plan

The Contractor will develop a plan (the "**Public Safety Management Plan**") that:

- (a) outlines the measures, procedures and processes that the Contractor will ensure that its Subcontractors will implement to protect the public from any hazards associated with or generated by the performance of the Work 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 the Contractor to eliminate, control or mitigate the Public Hazards with response priority based on BC Hydro's Risk Ranking and response profile.

The Contractor 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 the Contractor to eliminate, control or mitigate Public Hazards. The Contractors' Public Safety Management Plan will align with the BC Hydro Public Safety Management Plan for the overall Project.

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

## 9 DANGEROUS GOODS

### 9.1 Dangerous Goods

All Dangerous Goods used, stored, transported, removed, disposed of or destroyed will be dealt with in accordance with Laws, Permits and the Contract Documents. The Contractor will bring on to the Site only those Dangerous Goods that are required for the performance of the Work on the Site.



## 9.2 Dangerous Goods Occurrence

If, during the performance of the Work or in the course of transporting Dangerous Goods to or from the Site, the Contractor is involved in a Dangerous Goods Occurrence, as defined in the Transportation of Dangerous Goods Act (Canada), the Contractor will immediately notify Hydro's Representative in writing.

## **10 FIRE PROTECTION**

### 10.1 Fire Protection Equipment

The Contractor will as part of the Work:

- (a) install fire alarms, sprinklers and emergency response systems in the Contractor's Safety Areas and temporary and permanent facilities, as required under the British Columbia Fire Code;
- (b) provide firefighting equipment, respiratory equipment, and emergency response and rescue services across the Contractor's Safety Areas as required under Laws;
- (c) provide fire extinguishers in such quantities, types and sizes having regard to the fire related risks within the Contractor's Safety Areas and applicable Laws, and at a minimum, at the following locations:
  - (i) within all fixed and mobile machinery;
  - (ii) at all buildings;
  - (iii) at all construction trailers;
  - (iv) at all storage sheds in excess of 45 square metres;
  - (v) at all flammable and combustible storage areas;
  - (vi) at all liquefied petroleum fuel storage facilities;
  - (vii) at all laydown and materials and equipment storage areas;
  - (viii) at all compressed gas storage facilities; and
  - (ix) at other areas identified through the fire hazard assessment process;
- (d) provide fire specific personal protective equipment and store such equipment as required by applicable Laws;
- (e) establish procedures, schedules and notification for the testing, maintenance, and replacement of firefighting equipment required to be provided under Section 10 of this Schedule 10 [Safety];
- (f) replace immediately any fire extinguishers removed during inspection, maintenance and servicing; and
- (g) provide personnel trained to use the firefighting equipment required to be provided under Section 10 of this Schedule 10 [Safety].

## 10.2 FireSmart and Wildfires

The Contractor will:

- (a) ensure that its Work is carried out in compliance with the *Wildfire Act* (British Columbia) and the *Wildlife Regulations*, where applicable;
- (b) implement, in the Contractor's Work Area, FireSmart prevention measures where identified in the fire hazard assessment;
- (c) ensure accumulation of dry fuel, including non-merchantable or non-restoration related cleared vegetation, along the Project corridors is minimized to the extent feasible;
- (d) ensure fire resistant construction materials are used where practical; and
- (e) ensure that the burning of cleared vegetative material is conducted in accordance with the Open Burning Smoke Control Regulation and environmental practices acceptable to Hydro's Representative.

**MAIN CIVIL WORKS CONTRACT**

**APPENDIX 10-2**

**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: <a href="#">Click here to enter text.</a> AM <input type="checkbox"/> PM <input type="checkbox"/>
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## Incident Information

Incident Location (Address/City): <a href="#">Click here to enter text.</a>	
Brief Incident Description: <a href="#">Click here to enter text.</a>	
Immediate Corrective Actions Taken (if needed): <a href="#">Click here to enter text.</a>	
Description of Injuries and Immediate Treatment Received (including Left or Right side of body): <a href="#">Click here to enter text.</a>	
Treatment Administered By? (e.g. First Aid Attendant/Doctor/etc.) <a href="#">Click here to enter text.</a>	
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:	<a href="#">Click here to enter text.</a>	
Name of Contractor's Representative:	<a href="#">Click here to enter text.</a>	
Address:	<a href="#">Click here to enter text.</a>	
Telephone#:	<a href="#">Click here to enter text.</a>	
Hydro's Representative Contract #:	<a href="#">Click here to enter text.</a>	BC Hydro Project #: <a href="#">Click here to enter text.</a>
Are You Prime On Site?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Hydro's Representative Name	<a href="#">Click here to enter text.</a>	
E-Mail Address:	<a href="#">Click here to enter text.</a>	
Telephone#:	<a href="#">Click here to enter text.</a>	