

1. GENERAL

1.1 COMPLIANCE REQUIREMENTS

- .1 Contractors are required to comply with applicable legislation, regulations, acts, codes, and policies, including, but not limited to the National Building Code, Alberta and Saskatchewan Occupational Health and Safety, Worker's Compensation Board Standards, Industry Standards, and municipal requirements.
- .2 In any case of conflict or discrepancy, the higher standard shall apply.

1.2 NOTICES

- .1 The Contractor shall provide at least seventy-two (72) hours' written notice to all utility companies and property owners in the immediate vicinity of its operations prior to the commencement of construction and shall, if requested, co-operate with such parties in the protection, removal or relocation of their installations and property.
- .2 The preparation, delivery and any other materials required to formulate and distribute such notices is deemed incidental to the Work and as such no additional payment will be made due the Contractor.

1.3 SAFETY PROGRAM

- .1 The Contractor shall develop and maintain a safety program that adheres to legislative requirements and industry standards. The contractor shall ensure that their safety program is implemented prior to work commencement and remains implemented for the duration of the work.
- .2 The Contractor shall ensure that competent supervisory personnel are in place for the duration of the work conducted, and that supervisors take all precautions necessary to protect the health and safety of every worker under the supervisor's supervision, other workers present at the worksite, and other persons at or in the vicinity of the worksite.
- .3 The Contractor shall have a health and safety representative or health and safety committee for projects that meet the minimum requirements identified by Alberta or Saskatchewan Occupational Health and Safety Legislation.
 - .1 Representatives or committees must adhere to appropriate provincial Occupational Health and Safety legislation.
- .4 The Contractor shall provide a copy of their Certificate of Recognition (COR) from an approved Certifying Partner, that may include, but is not limited to: Alberta Association of Safety Professionals (AASP), Alberta Construction Safety Association (ACSA), Alberta Motor Transport Association (AMTA), Alberta Municipal Health and Safety Association (AMHSA), Alberta Safety Council (ASC), Energy Safety Canada, Manufacturers' Health and Safety Association (MHSA), Saskatchewan Construction Association (SCSA), Heavy Construction Safety Association of Saskatchewan (HCSAS), or Motor Safety Association (MSA).
- .5 The Contractor shall develop applicable Codes of Practice for all work with Asbestos Containing Materials, Confined Space Entry, Respiratory Protective Equipment, Work at Heights, and exposure to other hazardous products.

1.4 SAFETY REPRESENTATIVE

- .1 The Contractor shall designate a safety representative who shall be competent and given authorization to supervise and enforce compliance with the contractor's safety program.

1.5 SAFETY COMMUNICATION

- .1 The Contractor shall arrange and deliver regular safety meetings, at their expense. Safety meetings shall occur at a minimum of once per month and shall include topics related to work activities and associated physical and psychological hazards. The Contractor shall record the minutes and attendance records of safety meetings and maintain a complete file for review upon request by the Owner. A copy of this file shall be provided to the Owner upon completion of the work.
- .2 The Contractor shall arrange and hold daily toolbox or tailgate meetings prior to work commencement. The topics reviewed at toolbox or tailgate meetings shall include work assignments for the day and associated hazards and implemented controls. All affected workers shall be in attendance and involved in the meeting. The Contractor shall record the minutes of toolbox or tailgate meetings and maintain a complete file for review upon request by the Owner. A copy of this file shall be provided to the Owner upon completion of the work.

1.6 SAFETY EQUIPMENT

- .1 The Contractor shall provide and maintain, at their own expense, safety equipment necessary to protect the workers and other persons at or in the vicinity of the worksite.
- .2 The Contractor shall ensure that workers are trained in the proper use, limitations, maintenance, and care of personal protective equipment and ensure that workers utilize personal protective equipment, as required.

1.7 FIRST AID EQUIPMENT AND INJURIES

- .1 The Contractor shall supply and maintain, at their expense, all required first aid equipment and supplies at the worksite.
 - .1 The Contractor shall ensure that certified first aiders are available at the worksite, as per provincial occupational health and safety requirements.
- .2 The Contractor shall establish emergency procedures for the immediate response to injured workers, which may include emergency transportation to a medical care facility.

1.8 FIRE PREVENTION AND PROTECTION

- .1 The Contractor shall perform all work in a fire-safe manner as well as in compliance with the National Fire Code or the Alberta Fire Code and shall provide appropriate fire-fighting equipment, at their expense.
- .2 Workers shall be trained in the proper use of fire-fighting equipment.

1.9 WORKING ALONE

- .1 The Contractor shall ensure that an adequate working alone program is in place for any worker who may be working alone at a worksite or if assistance is not readily available.
 - .1 Adequate communication shall be implemented to ensure that workers can request assistance, as required.

1.10 NIGHT WORK

- .1 Night work will only be performed by the Contractor if permission is given beforehand by the Owner. When work is carried out at night, the Contractor shall ensure the Work can be done in a safe and satisfactory manner and shall supply a sufficient number of electric or other approved lights to enable the Work to be done in a safe and satisfactory manner.

1.11 INCIDENT REPORTING

- .1 The Contractor shall promptly, within two (2) hours, report in writing to the Owner and the Engineer all incidents of any sort arising out of or in connection with the performance of the Work, whether on or adjacent to the Site. If death or serious injuries or damages are caused all work shall cease immediately and the incident shall be immediately reported by the Contractor to the Owner and the Engineer by telephone or messenger in addition to any reporting required under provincial laws and regulations. Work may only continue upon consent from the Owner. The Contractor shall immediately notify the appropriate provincial occupational health and safety authority of any Potentially Serious Injuries, Dangerous Occurrences, or Serious Injuries or Incidents.
- .2 The Contractor shall complete a detailed incident report and investigation of the incident and provide the Owner a preliminary report within twelve (12) hours of the incident occurring, giving the full details and the statements of witnesses.
 - .1 Once completed, the Contractor shall provide the City of Lloydminster with a finalized report of the incident that includes investigative findings and corrective actions taken.
- .3 If a claim is made by anyone against the Contractor or any subcontractor on account of any incident, the Contractor shall promptly report the facts in writing to the Owner and the Engineer, giving full details of the claim.

1.12 STOPPING UNSAFE OR DANGEROUS WORK

- .1 The Contractor shall stop any unsafe or dangerous work that could put a worker or other person at or in the vicinity of the worksite at unacceptable risk.
- .2 Any Owner's representative may stop any unsafe or dangerous work that could put a worker or other person at or in the vicinity of the worksite at unacceptable risk.
- .3 Any stopping of unsafe or dangerous work shall be reported to the Owner immediately and treated as an incident, with all reporting being completed, as identified within Clause 1.11.
- .4 Any costs associated with or in lieu of stopping unsafe or dangerous work shall be at the Contractor's expense.
- .5 Notwithstanding the Owner's right to stop or otherwise deal with any unsafe or dangerous work, all responsibility for carrying out the work safely and in accordance with the

requirements of this Agreement remains solely with the Contractor, and no failure by the Owner to stop the work or take any other steps to address any breach or failure shall relieve the Contractor from liability or form its responsibility for safety as set out herein.

2. **PRODUCTS** (Not Applicable)

3. **EXECUTION** (Not Applicable)

END OF SECTION

REVISION LOG		
DATE	REVISION	COMMENTS
01/17/2020	Text Amendments to sections 1.5.1, 1.6.2, 1.11.1, 1.11.2, 1.12.1, and 1.12.2.	Clarification to meaning and intent of document.