

Exhibit 5
Health and Safety Requirements
Agreement Number: CD0501-001

EXHIBIT 5

HEALTH AND SAFETY REQUIREMENTS

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1.0 Introduction

Without limiting the generality and application of the Agreement, Contractor will abide by and ensure Contractor's Personnel abide by, at a minimum, the health and safety requirements set forth herein and as described in the most recent version of the following documents located in Exhibit 11 – Company Supplied Documents:

- LCP Health and Safety Management Plan (LCP-PT-MD-0000-HS-PL-0001-01)
- LCP Security Management Plan (LCP-PT-MD-0000-HS-PL-0005-01)
- Standard for Drug and Alcohol (LCP-PT-MD-0000-LR-SD-0001-01)
- Worker Site Access Standard (LCP-PT-MD-0000-HS-SD-0003-01)

2.0 Health and Safety Commitment

Contractor will demonstrate a strong commitment to health and safety management and shall operate and ensure that Contractor Group operates a health and safety management system that is compliant with OSHAS 18001:2007, corresponding Canadian standards and fulfills all Applicable Laws pertaining to the Work and Worksites.

Contractor will place the highest priority on safety and health while performing the Work. Contractor is responsible for maintaining a safe working environment at all times at each and every Worksite whether of a temporary or permanent nature. The system in place will cater to specific requirements for instruction, supervision and resources pertaining to Contractor's Personnel, and Engineer's and Company's Personnel.

Contractor will not permit nor tolerate any unsafe or unhealthy condition or activity over which it has control. Contractor will immediately inform Engineer of any unsafe or unhealthy condition or work practice of which it becomes aware but over which it has no authority to correct.

3.0 Compliance with Health and Safety Regulations and Standards

Contractor will be responsible for complying with all Applicable Laws relating to health and safety, and for taking all necessary safety precautions related to or arising out of the performance of the Agreement in order to protect the Work, Contractor's Personnel, Engineer's and Company's Personnel, the general public, all other persons, the property of Company, and the property of third parties.

Without prejudice to Contractor's general and legal responsibility for the safety of its operations and of the Personnel and property involved, where Engineer has notified Contractor of any specific health, safety or environmental requirements, which are applicable to any part of the Work being performed, Contractor will comply therewith.

4.0 General Requirements

Without limitation to the full implementation of Contractor's health and safety management system for the Work, Contractor will:

- a) Be responsible for maintaining and enhancing the health and safety awareness of Contractor's Personnel. Contractor will arrange and participate in regular meetings with Contractor's Personnel and Engineer to review implementation of the systems and processes required for Contractor to meet its health and safety obligations in the execution of the Work;
- b) Identify all high risk activities and cease Work in any identified areas until adequate and effective controls are implemented;
- c) Require all Contractor's Personnel to wear personal protective equipment (PPE) and clothing suitable for existing Work in compliance with the Applicable Laws in the locations the Work is being performed. Canadian Safety Association (CSA) standards for PPE will apply to Work performed in Canada;
- d) Provide specific instruction to Contractor Group on their responsibilities for safe work during normal and emergency operations, including explanation of recognized hazards and associated protective measures, procedures and emergency response measures;
- e) Ensure that each of Contractor's Personnel, regardless of prior experience, demonstrates competency to Engineer in his/her job. The Contractor Group's supervisory Personnel will observe new Personnel's work performance until Engineer is satisfied that such Personnel are competent to fill the position in a safe and effective manner;
- f) Ensure that all Contractor's equipment, facilities, materials and Contractor's Items are maintained in safe, sound and proper condition, meet all applicable industry standards and Applicable Laws and are capable of performing the function intended;
- g) Conduct thorough drills, desktop exercises and tests of Contractor's Items, Personnel and procedures. The Contractor will ensure the effectiveness, suitability and adequacy of the emergency response and preparedness program;
- h) Document and instruct Personnel on work procedures, safe practices, Contractor's safety rules and standards, emergency plans and duties, and Applicable Laws;
- i) Conduct scheduled and impromptu safety meetings of all Personnel performing the Work, including any Contractor's Personnel, in which the possible hazards, problems of the job, and related safe practices are emphasized and discussed;
- j) Practice good housekeeping standards;
- k) Provide general safety education through training, safety meetings, Company and Engineer publications and other educational media;
- l) Establish and support a health and safety committee in accordance with Applicable Laws;
- m) Provide all reasonable means to control and prevent fires and explosions, injury to Personnel and damage to equipment and property;
- n) Institute a permit to work system for hot and cold work, for all Work involving welding, energized equipment, cutting and burning, open flame, electric tools, and grinding and soldering which is conducted outside a designated safe area.



- Contractor will ensure that gas bottles for cutting and burning are stored, separated and capped in accordance with Applicable Laws;
- o) Institute a confined space entry procedure and provide training for Personnel involved in confined space entry;
 - p) Institute a lock out - tag out procedure for all Work on equipment, which may inadvertently operate during installation, repair or maintenance, all in accordance with Contractor's permit to work system;
 - q) Institute a pre-work inspection program prior to commencement of Work. Contractor will inspect and perform task analysis to ascertain whether any health or safety hazards exist. Contractor will correct identified hazards before commencement of Work or will take steps to prevent exposure of Personnel to the hazard. Contractor will document this inspection and hazard analysis process and maintain a copy of the document on file;
 - r) Institute a program to ensure Contractor's Personnel are fully trained and currently qualified for their jobs in accordance with regulatory and industry standards and all Applicable Laws, and as otherwise specified in this Agreement. Records of certification and training will be maintained for each of Contractor's Personnel;
 - s) Maintain a register of all lifting equipment. All lifting and rigging equipment will be load tested as per manufacturer's recommendations and be fully certified with suitable inspection procedures in place. All Personnel involved in lifting and rigging activities will be suitably trained and certified. All lifting and rigging equipment shall be inspected annually by a certified inspection company and certificate issued and maintained on the site.
 - t) Operate and use all pressure vessels in accordance with local safety requirements and Applicable Laws;
 - u) Maintain a current inventory of hazardous materials and ensure compliance with Applicable Laws pertaining to their transportation, storage, use, handling and disposal;
 - v) Ensure compliance with current occupational exposure limits for physical, chemical, or biological agents or materials, in accordance with Applicable Laws;
 - w) Implement and maintain a planned maintenance system for its tools, equipment, machinery and electrical systems for Contractor's Personnel;
 - x) Provide Engineer with the results of any health and safety visits, audits, inspections, investigations, surveys, tests or measurements, associated with the Work, conducted by an Authority;
 - y) Provide signage, as appropriate, to warn Personnel of hazards and indicate areas where the use of additional personal protective equipment is required;
 - z) Provide and maintain proper barriers, safe access and egress, guards, rails and safety devices to minimize hazards during the performance of Work;
 - aa) Ensure all inboard and over-the-side scaffolding and work platforms are installed, tested and certified by competent Personnel, prior to use;
 - bb) Perform planned health and safety audits and inspections of the Worksites, work practices and Contractor's health and safety management system in accordance

- with the audit and inspection schedule outlined in the Contractor's Health and Safety Plan (as described in Section 5 of this Exhibit 5);
- cc) Conduct a risk assessment of its operations and provide Engineer with a copy of the assessment, outlining measures to be taken and schedule for implementation of those measures required to address identified hazards. The risk assessment will include consideration of health and safety risks;
 - dd) Ensure that all Personnel engaged in the Work are medically fit and maintain high standards of hygiene;
 - ee) Ensure that all firefighting equipment is maintained and operational in accordance with CSA standards and firefighting Personnel are well trained and competent in firefighting;
 - ff) Set out a communications scheme identifying lines of reporting and method of reporting, both within the Contractor's own organization and to Engineer;
 - gg) Not cause, permit, or tolerate a hazardous, unsafe, unhealthy condition or activity, over which it has control, to exist or be conducted in a Worksite; and
 - hh) Prior to providing access to a Worksite, provide all Personnel with a Worksite orientation which will include:
 - i. Worker's rights;
 - ii. Contractor health and safety policy;
 - iii. Contractor environmental policy;
 - iv. Safe work practices and procedures;
 - v. Reporting of incidents and accidents;
 - vi. Emergency response;
 - vii. Personal protective equipment;
 - viii. Risk assessment; and
 - ix. Hazard identification.

5.0 Contractor's Health and Safety Plan

Within the time specified in Exhibit 4 – Supplier Document Requirements List, Contractor shall submit to Engineer for Acceptance, a Health and Safety Plan for the Work. Contractor's Health and Safety Plan will be based upon the Contractor's health and safety management system and will address all requirements stated in this Exhibit 5.

Engineer will review Contractor's Health and Safety Plan and may provide written comments to Contractor. Contractor will review Engineer's comments, make the necessary changes and reissue it for Engineer's Acceptance. Contractor will present all changes to its Health and Safety Plan to Engineer for Acceptance.

As a minimum, the following information will be included in the Contractor's Health and Safety Plan:

- a) Communication of safety expectations to Contractor Group;
- b) Identification of the strategic initiatives that Contractor will utilize during the Work to achieve an injury and illness free workplace;

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- c) A verification/audit program to verify that the Health and Safety Plan has been implemented for the Work;
- d) An LCP level safety organization chart;
- e) Line functions with specific safety responsibilities;
- f) High level, Work specific roles and responsibilities for Contractor's Personnel, including accountabilities and qualifications;
- g) Interface roles and responsibilities between Contractor and all other members of Contractor Group by use of responsibility-assignment matrices;
- h) Description of how Contractor's management team will actively participate in health and safety management activities;
- i) Subcontractor selection and management;
- j) Be structured in accordance with the various elements associated with the Work such as fabrication, transportation, installation and commissioning;
- k) Identification of Contractor's resources (Personnel, Contractor's Items, facilities, equipment, consumables or other requirements) required to support health and safety management;
- l) A description of the system in place to ensure that the safety integrity of equipment and systems involved is maintained throughout the Work;
- m) Identification of procedures applicable to individual activities comprising the Work, including chemical handling procedures and permits to work;
- n) Identification of training and qualification requirements pertaining to Personnel involved in the Work, including all location specific training;
- o) Outline of a process for maintaining a hazard register, which identifies significant hazards to the safety and health of all Personnel, the safety of the environment and the safety of the technical assets. The register will include a cross reference to the operating procedures in place to control the risk arising from individual hazards;
- p) Identification of interfaces to Company's and Engineer's health and safety management systems in line with the Work;
- q) An emergency response preparedness plan in line with Contractor's scope of the Work and which interfaces with Company's and Engineer's emergency response plan;
- r) Processes that will be utilized by Contractor during the Work to eliminate or control identified hazards;
- s) Any other elements as identified in Company's and Engineer's health and safety standards;
- t) Identification of how Contractor will capture learning and best practice during the Work execution;
- u) Inclusion of measureable health and safety targets for both leading and lagging indicators that are in line with Company's targets. Performance measuring will include lost time injury frequency rate, all-injury frequency rate and severity rate; and
- v) Identification of how Contractor will measure, assimilate, and report health and safety performance to Engineer.

Contractor's Health and Safety Plan shall:

- take into consideration the hazards and risks to which all of Contractor's Personnel are exposed while working at the Site;
- be communicated to Contractor's Personnel prior to the commencement of Work at the Site; and
- meet all Applicable Laws.

Contractor shall comply with its Health and Safety Plan.

Contractor is responsible for implementing, resourcing and periodically verifying its Health and Safety Plan. Contractor will provide Engineer with an implementation schedule for its Health and Safety Plan, along with an update to the Health and Safety Plan on a quarterly basis.

Contractor will participate in a health and safety management system interface process and will be in a position to demonstrate through a gap analysis that Contractor's Health and Safety Plan complies with the requirements outlined herein and the most recent versions of the following documents as amended from time to time:

- LCP Health and Safety Management Plan (LCP-SN-CD-0000-HS-PL-0001-01)
- LCP Security Management Plan (LCP-PT-MD-0000-HS-PL-0005-01)
- Standard for Drug and Alcohol (LCP-PT-MD-0000-LR-SD-0001-01)
- Worker Site Access Standard (LCP-PT-MD-0000-HS-SD-0003-01)

Any deficiencies identified as a result of the gap analysis will be corrected by Contractor unless otherwise agreed in writing with Engineer. Contractor acknowledges that it fully understands all interfaces between Contractor's Health and Safety Plan and Company's and Engineer's health and safety standards.

6.0 Engineer's Review of Contractor's Health and Safety Plan

Without relieving Contractor of its responsibilities under the Agreement, Contractor will allow Engineer access to facilities, Personnel and records, when requested by Engineer or Company, to enable Company to:

- a) ensure that Contractor is carrying out its health and safety responsibilities under this Agreement;
- b) ensure that Contractor is carrying out its responsibilities outlined in its Health and Safety Plan; and
- c) conduct, if required, independent investigation into any health, safety or environmental incident arising in the performance of the Agreement.

The forgoing will also be applicable to all other members of Contractor Group.

If Engineer is made aware of a failure of Contractor to comply with its responsibilities under this Agreement, which does not create an imminently unsafe condition, Engineer

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will have the right to notify Contractor of such failure and to direct Contractor to abate such condition as soon as possible. If Contractor fails to comply with such direction within a reasonable period, then Engineer will have the right to stop all Work being performed by Contractor and the Work will not be restarted until Contractor has abated the failure to comply. Contractor shall not be entitled to compensation for any costs it incurs as a result of such Work stoppage.

7.0 Contractor's Health and Safety Personnel

Contractor shall provide full time, designated health and safety advisor(s) who will be responsible for attending safety meetings, conducting incident investigations, providing health and safety support to all Personnel engaged in the Work and the implementation, maintenance and monitoring of safety guidelines and procedures. Contractor will ensure that every such safety advisor is a Certified Registered Safety Professional or has equivalent training and experience.

Contractor will be required to obtain Engineer's Acceptance of all health and safety Personnel who are proposed to be based at the Worksites.

8.0 Drug and Alcohol Policy

The use, possession, distribution or sale of alcohol, illegal drugs or drug-related paraphernalia, firearms, explosives, weapons or other dangerous substances or articles is not permitted at the Site.

Contractor will submit to Engineer, for Engineer's Approval, Contractor's drug and alcohol policy, which will be in accordance with Applicable Laws. Contractor will ensure that Contractor's Personnel, engaged in the Work at the Site, comply with Company's drug and alcohol policy, Standard for Drug and Alcohol (LCP-PT-MD-0000-LR-SD-0001-01) located in Exhibit 11 - Company Supplied Documents.

Engineer may, if it has reasonable cause to believe that any of Contractor's Personnel is under the influence of alcohol or drugs, require such Personnel to be tested in accordance with Company's Standard for Drug and Alcohol (LCP-PT-MD-0000-LR-SD-0001-01) or require Personnel to be removed from the Site and denied further access, at Engineer's sole and absolute discretion.

9.0 Reporting

Contractor will provide immediate notification in writing to Engineer of all incidents, including lost time injuries, restricted work cases, medical aids, property damage and near misses. Contractor will immediately complete an investigation into the incident. Incident investigation reports will be submitted to Engineer within seven (7) Business Days after the incident. Contractor's incident investigation report will verify that the incident has been fully investigated and that the root cause and contributing factors

have been identified and communicated to the appropriate Personnel. Contractor will also provide Engineer with copies of all reports or other documents filed or provided by Contractor's insurers and Authorities in connection with such incidents.

Contractor will provide Engineer with a monthly safety performance report, which at a minimum, will include all of the following:

- a) Lost time Injuries
- b) Restricted work cases
- c) Medical aids
- d) First aids
- e) Occupational illness
- f) Property damage
- g) Recordable injuries
- h) Near miss incidents

Contractor will classify all incidents in accordance with the Canadian Electrical Association (CEA) Standard A-2-2007. In general terms, the following is the classification scheme for all injury types:

- a) Lost time injury is defined as a work related injury for which an employee requires medical attention and is unable to return to work for his/her next scheduled shift.
- b) Medical treatment injury is defined as a work related injury for which an employee requires medical attention; however, s/he is able to return to work for the next scheduled shift.
- c) First aid injury is defined as a work related injury, which is minor in nature and can be treated at the Worksite.

The general decision-making process for injury classification typically consists of the following five (5) steps:

- a) Determine whether a case occurred; that is, whether there was a death, illness or an injury;
- b) Establish that the case was work related or resulted from an event or exposure in the work environment;
- c) Decide whether the case is an injury or an illness;
- d) If the case is an illness, record it; and
- e) If the case is an injury, decide if it is recordable based on a finding of medical treatment, loss of consciousness, restriction of work or motion or transfer to another job.

Injury and illness will be classified in accordance to CEA Standard A-2-2007. Generally, a recordable injury is any occupational injury or illness that results in an individual experiencing:

- a) fatality;
- b) lost time injury;
- c) medical treatment injury; or

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- d) Other injury/illness (not captured above) which has restricted work, or significant occupational injury/illness, or loss of consciousness.

Each injury or illness shall be recorded only once and categorized using the above hierarchy. To illustrate, a lost time injury that involves medical treatment injury and subsequent restricted work will be categorized as a lost time injury.

For work-related injury/illness where the signs and symptoms recur or continue in the absence of an exposure to the workplace, the incident is recurred and does not precipitate a new incident.