



Operated by Suncor

Supplemental Site Service Terms and Conditions Addendum (Syncrude)

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1. DEFINITIONS

1.1 **Definitions.** Except as defined below, capitalized terms used in this Supplemental Site Service Terms and Conditions Addendum shall have the meanings ascribed to them in the General Conditions. In addition, the following capitalized terms mean:

- (a) **“Completion”** means that the Work has been fully completed in accordance with the Contract.
- (b) **“Dangerous Goods”** means dangerous goods as defined in the Transportation of Dangerous Goods Act (Canada) or any successor legislation.
- (c) **“Hazardous Substance”** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical, contaminant, dangerous good, constituent or any other material, radioactive or otherwise, which are or become listed, regulated or addressed under any Law respecting the use, manufacture, importation, handling, transportation, storage, disposal and treatment of the substance, mixture of substances, product, waste, organism, pollutant, material, chemical, contaminant, dangerous good, constituent or other material, including all Dangerous Goods.
- (d) **“Indigenous Business”** means a business that has at least 51% ownership held by indigenous people.
- (e) **“Other Contractors”** means contractors or suppliers engaged by Suncor to provide labour, materials, products or services, other than the Contractor.
- (f) **“Regional Business”** means a local business or Indigenous Business established within the same region or municipality in which the Site is located and, for the purposes of this definition, established means:
 - (i) having a staffed office within the region or municipality;
 - (ii) having an employment base within the region or municipality; and
 - (iii) having a valid business license for the region or municipality.
- (g) **“Serious Injury, Incident or Fatality”** means any type of injury, near miss or incident at Site associated with or in the vicinity of the Work for which Suncor undertakes a Suncor led incident investigation, including:
 - (i) an injury or accident that results in the death of Personnel;
 - (ii) an injury or accident that results in a physician writing admitting orders to cause Personnel to be an inpatient of a hospital;
 - (iii) an unplanned or uncontrolled explosion, fire or flood that causes a serious injury or that has the potential of causing a serious injury;
 - (iv) electrical equipment failures or incidents that cause, or threaten to cause, injury to Personnel or damage to equipment or facilities; and
 - (v) any other unusual incident or unexpected event that could have caused serious injury to Personnel.

- (h) **“Syncrude’s Contractor Alcohol and Drug Standard”** means the current version of Syncrude’s Contractor Alcohol and Drug Standard as may be provided and updated by Suncor from time to time, including as part of Suncor’s prequalification process.
- (i) **“Syncrude’s EH&S Management Requirements”** means Syncrude’s environment, health and safety requirements applicable to the Work as may be provided and updated by Suncor from time to time, including as part of Suncor’s prequalification process.

2. SCOPE OF WORK

- 2.1 **Work.** The Contractor shall perform the Work in accordance with the Contract.
 - 2.2 **Precedence.** In the event of a conflict between or among the Supplemental Site Service Terms and Conditions Addendum and the General Conditions, the Supplemental Site Service Terms and Conditions Addendum shall govern over the General Conditions.
 - 2.3 **Matters Affecting the Contractor’s Obligations.** Any failure by the Contractor to discover matters which affect or could affect its obligations under the Contract shall not relieve the Contractor from any such obligations. Specifically, the Contractor acknowledges that it has investigated and satisfied itself as to:
 - (a) the nature of its obligations under the Contract;
 - (b) the general character, quality, quantity and availability of equipment and materials required to fulfill its obligations under the Contract;
 - (c) the location of, and all conditions relating to, the Site, including accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather, and all other physical, topographical and geographical conditions that may affect the Contractor’s obligations under the Contract and are discoverable by due diligence;
 - (d) all environmental risks, conditions, Law and restrictions that affect or might affect the Contractor or its obligations under the Contract; and
 - (e) all conditions affecting labour, including availability, productivity and safety, applicable to the Contractor’s obligations under the Contract.
 - 2.4 **Minimum of Interference and Full Cooperation.** The Contractor shall perform the Work in such manner as to minimize interference with operations of Suncor or Other Contractors. The Contractor shall cooperate fully with Other Contractors and all Persons that the Contractor may be involved with during the performance of the Work.
- ### 3. MATERIAL, EQUIPMENT AND SUPPLIES
- 3.1 **Contractor to Check Material, Equipment and Supplies.** The Contractor shall check, assess and record upon delivery to the Contractor the quantity and condition of all materials, equipment and supplies which are to be installed or consumed by the Contractor during the performance of the Work, and shall at all times protect such materials, equipment and supplies from loss or damage.
- ### 4. OTHER CONTRACTORS
- 4.1 **Other Contractors.** If any portion of the Work depends upon the work of Other Contractors for its proper execution or

result, and the Contractor becomes aware of any defects, deficiencies or conflicts in the work or in the timing of the work of the Other Contractors as may interfere with the proper execution of the Work, the Contractor shall as soon as practicable provide a notice to Suncor of such defects, deficiencies or conflicts. Should the Contractor fail to provide a notice to Suncor as required by this Paragraph, the Contractor shall: (i) have no Claim against Suncor by reason of defective, deficient or unfinished work of any Other Contractors; and (ii) reimburse Suncor for all costs, expenses and losses suffered, sustained, paid or incurred by Suncor relating to any Work that requires re-performance as a result of any defects, deficiencies or conflicts in the work or in the timing of the work of Other Contractors.

5. REGIONAL BUSINESSES

5.1 **Regional Businesses.** Suncor strongly supports the use of Regional Businesses in the execution of the Work. When subcontracting any portion of the Work, the Contractor shall proactively seek out Regional Businesses to perform such subcontracts, and whenever appropriate, and provided there is no time or cost penalty to Suncor or the Contractor, the Contractor shall give preference to such Regional Businesses.

6. CLEAN-UP

6.1 **Waste.** In addition to the requirements of Article 16 (Hazardous Substance Handling), no waste materials shall be allowed to accumulate in or around the Site, and the Contractor shall remove, or cause its Subcontractors to remove, debris or waste materials at periodic intervals or as often as Suncor may direct and shall ensure disposal of such debris and waste materials in accordance with applicable environmental Laws. Before Completion, the Contractor shall remove or cause to be removed all temporary structures, superfluous materials and waste materials of whatever kind resulting from the Work.

7. REPRESENTATIONS

7.1 **Contractor's Performance Representations and Warranties.** The Contractor shall provide installation and other services relating to the Goods in a proper and good and workmanlike manner in accordance with the Contract and in accordance with good engineering, manufacturing, installation and other industry practice.

8. INSURANCE

8.1 **Insurance Coverage.** Without limiting any of the obligations or liabilities under the Contract and prior to commencing any Work under the Contract, the Contractor shall obtain and continuously carry or cause to be maintained during the Term or at any time when on Site, at its own expense, including all retentions and deductibles, policies suitable to Suncor in respect of the following insurances, which limits may be achieved through a combination of primary and excess or umbrella policies:

- (a) commercial general liability Insurance, including bodily injury, death and property damage, in an amount of not less than \$5 million (combined single limit on each occurrence). Such coverage to include, blanket contractual liability, employer's liability, contingent employer's liability, non-owned automobile liability, products and completed operations liability, and, when applicable to the Work, attached equipment, hook liability, riggers liability, sudden and accidental pollution

liability and explosion, collapse and underground damage liability. This policy will respond to property damage to Suncor's and the Owners' existing facilities;

- (b) automobile liability insurance for owned, leased, hired, operated or licensed vehicles with limits of not less than \$2 million for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence;
- (c) property insurance on a replacement cost basis, covering loss or damage to construction machinery, tools, equipment and property that is owned by, leased by, or rented by and used by the Contractor or its Subcontractors in performing the Work; and
- (d) additional coverage as may be required by Law, which is customary for work similar to the Work or which Suncor, acting reasonably, considers necessary.

8.2 **Requirements of Contractor.** The insurance provided by the Contractor shall be provided in accordance with the following terms and conditions:

- (a) at Suncor's request, certificates of insurance of the policies described in Paragraph 8.1 (Insurance Coverage) shall be submitted to Suncor. All such policies shall be placed with insurers and shall be in a form acceptable to Suncor. The approval or non-approval of any such policy by Suncor shall in no way relieve the Contractor of its obligations to provide, and to cause its Subcontractors to provide, the insurance in this Article for the Term or while on the Site;
- (b) all property insurance policies provided by the Contractor and its Subcontractors shall contain a waiver of subrogation against the Indemnitees;
- (c) all liability insurance policies, except for automobile liability and professional liability, provided by the Contractor and its Subcontractors shall:
 - (i) name the Indemnitees as additional insureds, but only with respect to any potential legal liability arising out of the operations, actions or conduct of the named insured; and
 - (ii) contain a cross-liability and severability of interest clause;
- (d) all insurance provided by the Contractor or its Subcontractors shall be considered primary and not excess to any insurance carried by Suncor and the Owners; and
- (e) each such policy shall state that it cannot be cancelled without at least 30 days' written notice to Suncor.

8.3 **Insurance Indemnity.** If the Contractor fails, or any of its Subcontractors fail, to furnish Suncor with a certificate of insurance for each policy of insurance required to be obtained in Paragraph 8.1 (Insurance Coverage), or if after furnishing a certificate of insurance, any policy lapses, is cancelled or is materially altered, in every case Suncor may terminate the Contract or obtain and maintain such insurance in the name of the Contractor and any of its Subcontractors. The Contractor shall indemnify and hold harmless the Indemnitees from any Claim suffered, sustained, paid or incurred by one or more of the Indemnitees to place such insurance for the Contractor, including the Subcontractors' insurance costs, and such indemnity shall not be subject to the limitation of liability for the Contractor in the General Conditions.

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- 8.4 **Subcontractors.** The Contractor shall require its Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found in Paragraph 8.1 (Insurance Coverage) and Paragraph 8.2 (Requirements of Contractor). The Contractor shall provide to Suncor, upon request, copies of certificates of insurance for the policies it has obtained from its Subcontractors.
- 8.5 **Claims Made.** For any policy required under Paragraph 8.1 (Insurance Coverage) that is written on a claims made basis, any retroactive date applicable to coverage under such policy shall precede the Effective Date and continuous coverage shall be maintained for a period of two years beginning from the expiry of the Term or termination of the Contract.
- 8.6 **Liability of the Contractor.** Neither the providing of insurance by the Contractor in accordance with the requirements of this Article, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim occurring shall be held to relieve the Contractor from any other liability under the Contract or otherwise.
- 8.7 **Notice.** The Contractor shall immediately notify Suncor in writing and the relevant insurer of any occurrence or incident arising from or connected to the Contractor's performance of the Work likely to give rise to a claim under the policies or insurance coverage referred to in this Article. In addition, both Suncor and the Contractor shall give all such information, reports, documentation and assistance as may be reasonably practicable to achieve prompt settlement of insurance claims.

9. WORKERS' COMPENSATION

9.1 Workers' Compensation.

- (a) The Contractor shall, and shall ensure that its Subcontractors, comply with workers' compensation Law covering all Persons employed by the Contractor and its Subcontractors. Without limitation, the Contractor shall, and shall ensure that its Subcontractors, at all times pay or cause to be paid any assessment or contribution required to be paid pursuant to workers' compensation Law, whether in respect of a statutory workers' compensation scheme or by carrying workers' compensation insurance in accordance with the Law. In the event that an employee of the Contractor or of a Subcontractor engaged in the Work ordinarily resides outside the province, territory or state in which the Work is being performed and is employed by an employer who is based outside the province, territory or state (and such employer carries on business at the location where the Work is being performed on a temporary basis) the Contractor shall comply with workers' compensation Law in accordance with the workers' compensation Law of the province, territory or state to which such Contractor or Subcontractor and the respective employees are subject.

- 9.2 **Indemnification for Workers' Compensation.** The Contractor shall indemnify and hold harmless the Indemnitees from all Claims brought against or suffered, sustained, paid or incurred by one or more of the Indemnitees as a result of the Contractor's failure to pay, or the failure of the Contractor to ensure its Subcontractors pay, any assessment, contribution, or insurance premium relating to workers' compensation in accordance with the applicable Law.

10. COMPLIANCE WITH LAWS AND SYNCRUDE'S SUPPLIER CODE OF CONDUCT

- 10.1 **Compliance with Law.** The Contractor and its Personnel shall be fully knowledgeable of the Law applicable to the Work and the performance of the Contract and shall comply with the Law.
- 10.2 **Compliance with Syncrude's Supplier Code of Conduct.** At the Contractor's expense, the Contractor and its Personnel shall understand and comply with Syncrude's Supplier Code of Conduct and shall provide written certification of same if requested, and shall use reasonable efforts to prevent any harm to Suncor's reputation. In the case of any difference between the requirements of Syncrude's Supplier Code of Conduct and the Law, the stricter or higher standard shall apply.

11. SECURITY

- 11.1 **Risk Avoidance.** The Contractor shall, and shall ensure that its Subcontractors shall, conduct all operations in a manner to avoid risk of loss, theft or damage to the Work or other property.
- 11.2 **Security Requirements.** The Contractor shall comply with Suncor's security requirements for the Site and the Work and shall cooperate with Suncor on all security matters.
- 11.3 **Access to the Site.** Suncor may, in its sole discretion, deny access to the Site to any individual, or direct the Contractor to reassign, replace or remove any Personnel. In the event any Contractor's Personnel is reassigned, replaced or removed, the Contractor shall promptly replace such Personnel with another who is fully competent and skilled to perform such Personnel's duties.

12. LIENS

- 12.1 **If Lien Filed.** If a lien in respect of the Work (excluding any valid liens of the Contractor) is filed against the Site or any of Suncor's property, including leases, Suncor may immediately withhold payment of any monies owing to the Contractor until the Contractor discharges such lien.
- 12.2 **Contractor to Discharge or Release Liens.** The Contractor shall promptly discharge or release or cause to be discharged or released any and all liens in respect of the Work which are registered, filed, recorded or brought by any Person against the Site or any of Suncor's property.
- 12.3 **Indemnification by Contractor.** The Contractor shall indemnify and hold harmless the Indemnitees from all Claims brought against or suffered, sustained, paid or incurred by one or more of the Indemnitees in connection with any liens (excluding any valid liens of the Contractor).

13. TAXES

- 13.1 **Tax Responsibility.** The Contractor shall be responsible for and pay the costs of all contributions, assessments and deductions, including those required for labour unions or associations, workers' compensation insurance contributions, employment insurance contributions, employees' income tax deductions, Canada Pension Plan, disability benefits and other similar contributions, assessments and deductions, together with all Taxes in relation to same as may be required by Law.
- 13.2 **Tax Withholding.** If the Contractor is a non-resident of Canada within the meaning of the Income Tax Act (Canada) or the Taxation Act (Québec), Suncor is obligated by Law to

withhold at the then current rate a percentage of the value of the Work, as applicable, unless an official exemption from tax withholding is received by Suncor from the Contractor. Suncor shall be entitled to deduct any such required withholding from any amounts paid or payable to the Contractor under the Contract. Any amounts deducted by Suncor pursuant to this Paragraph shall be remitted by Suncor directly to any revenue authorities on behalf of the Contractor, with an official receipt respecting any such remittance provided to the Contractor by Suncor. It is expressly understood and agreed by the Contractor that no additional payment shall be made to compensate the Contractor as a result of costs associated with Canadian and Québec withholding tax. The Contractor shall provide accurate and timely information relating to the value of all Work to permit Suncor to withhold the appropriate amounts as required by Law.

- 13.3 **Tax Indemnity.** The Contractor shall indemnify and hold harmless the Indemnitees from all Claims brought against or suffered, sustained, paid or incurred by one or more of the Indemnitees in respect of the Contractor's obligations described in this Article, and such indemnity shall not be subject to any limitation of liability for the Contractor in the General Conditions.

14. HEALTH AND SAFETY

- 14.1 **Contractor EH&S Plan.** The Contractor shall maintain and comply with, and ensure that its Subcontractors maintain and comply with, and ensure that the Contractor's Personnel comply with, an environment, health and safety plan that meets or exceeds Syncrude's EH&S Management Requirements and any safe work requirements in the Contract. Suncor reserves the right to audit the above-mentioned plan and carry out corrective measures at the Contractor's expense. Suncor shall notify Contractor of such audit. The Contractor shall give Suncor all reasonable and necessary assistance during such audit. In the case of any difference between the requirements of such plan and any safe work requirements in the Contract and the Law, the stricter standard shall apply.
- 14.2 **Contractor Alcohol and Drug Policy.** The Contractor shall maintain and comply with an alcohol and drug policy that meets or exceeds Syncrude's Contractor Alcohol and Drug Standard and any safe work requirements in the Contract. In the case of any difference between the requirements of the Contractor's alcohol and drug policy and the Law, the stricter or higher standard shall apply.
- 14.3 **Suncor's Right to Suspend.** Suncor, acting reasonably, shall have the right to suspend performance of the Work for as long as it is necessary to prevent or stop any unsafe work practice or any violation of the safe work requirements in the Contract or Syncrude's Contractor Alcohol and Drug Standard, without compensating the Contractor for any loss or damages the Contractor may suffer, and without any time extension for performance of the Work. Suncor shall have no liability for suspending the Work, or failing to suspend the Work, pursuant to this Paragraph. Any suspension of the Work pursuant to this Paragraph shall not relieve the Contractor of any of its responsibilities pursuant to the Contract, or otherwise, and shall not affect Suncor's right to terminate the Contract for the same unsafe work practice or violation.
- 14.4 **Full Cooperation with Incident Investigations.** In the event of an environmental, health and safety incident, including any Serious Injury, Incident or Fatality, the Contractor shall use best efforts to cooperate fully with Suncor on any Suncor led

incident investigation, regardless of and notwithstanding the fact that legal privilege may attach to information or correspondence associated with such incident, including, at Suncor's discretion:

- (a) providing emergency response to aid any injured Personnel;
- (b) providing emergency response to prevent further injuries and to protect property and the environment;
- (c) providing assistance to secure the Site;
- (d) complying with any information requests, including evidence gathering activities;
- (e) providing witness statements; and
- (f) assisting in root cause analysis.

15. ENVIRONMENT

- 15.1 **Impact on Environment.** The Contractor shall, and shall ensure its Subcontractors shall, conduct all its operations in such a way as to minimize impact upon the natural environment and prevent any release of Hazardous Substances and shall:

- (a) provide dust control of its operations and all areas under its control, management or supervision in accordance with any methods and procedures designated by Suncor;
- (b) provide working machinery and equipment with efficient noise suppression devices and all other noise and vibration abatement measures necessary for the protection of workers and the public;
- (c) comply with any waste, sewage, sanitary and garbage disposal methods and procedures designated by Suncor;
- (d) provide suitable equipment, facilities and precautions to prevent the discharge of contaminants into the atmosphere, any body of water or land areas;
- (e) provide all documentation required by Law or the Contract concerning environmental requirements;
- (f) be responsible for developing and maintaining an environmental compliance program and emergency response plan in accordance with leading prudent industry standards, including compliance with the Law and the Contract, and the Contractor shall have sole responsibility for implementing and enforcing its environmental compliance program and emergency response plan; and
- (g) provide Suncor with a copy of the environmental compliance program and emergency response plan upon Suncor's request.

16. HAZARDOUS SUBSTANCE HANDLING AND DANGEROUS GOODS

- 16.1 **Hazardous Substances.** The Contractor shall not, and shall ensure that its Subcontractors shall not, use, store, transport, remove, dispose of or destroy any Hazardous Substances in connection with the Work, except with the prior written approval of Suncor. All Hazardous Substances used, stored, transported, removed, disposed of or destroyed shall be dealt with in accordance with the Law and the Contract. Material safety data sheets for Hazardous Substances brought on Site

by the Contractor shall be immediately accessible by the Contractor and Suncor at all times.

16.2 **Asbestos.** Where asbestos is present at the Site, the Contractor shall not proceed with any Work until:

- (a) asbestos surveys and notifications have been completed and provided to the appropriate regulatory agencies as directed by Suncor; and
- (b) Suncor specifically authorizes the Work to proceed.

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