



1. GENERAL REQUIREMENTS FOR MANITOBA OPERATIONS

1.1. Regulatory Requirements

Supplier shall be aware that safety and health acts, legislation, regulations and licensing requirements vary from Province to Province in Canada. All suppliers are to perform work in accordance with all applicable acts, legislation, regulations and licensing requirements in the province in which the services are performed.

Supplier shall perform work in accordance with the requirements of the Workplace Safety and Health Act W210, the Workplace Safety and Health Regulation MR217/2006 and Operation of Mines Regulation MR228/94 212/2011 which comes into force on April 1, 2012

Supplier shall provide all necessary safety requirements in accordance with the Act and regulations.

Supplier shall comply with the requirements of the Workplace Safety and Health Regulations part 35 - Workplace Hazardous Materials Information System (WHMIS).

Supplier shall ensure that all workers have access to the appropriate Material Safety Data Sheets and that the workers are aware of any hazardous materials in the work area.

Supplier shall obtain a detailed and current inventory of designated substances for the specific work area from the Hazardous Material Liaison Person or the Safety Facilitator responsible for the area.

Suppliers performing welding shall conform to CSA W59 Welded Steel Construction (Metal Arc Welding). All Companies shall be certified as per CSA W47.1 (Certification of Companies for fusion welding of steel.)

Suppliers performing electrical work in the province of Manitoba must adhere to The Electricians' Licence Act E50

1.2. Safety Indoctrinations And Pass Requirements

Certificate of Recognition (COR)

Effective January 1, 2012, all suppliers providing construction services shall be COR certified or equivalent and have a full safety program in place prior to starting work on site, with the exception of mining contractors. Mining contractors shall provide evidence of their program to the satisfaction of the General Manager responsible for Mining. Vale reserves the right to waive this requirement.

Pass Requirements

All persons entering company properties must be in possession of an authorized pass, and must display this pass to the security guard on duty at the security gate(s). This includes entering or leaving the properties.

Any individual entering the property must enter through the main security gate provided they have pre-arranged a vehicle pass. Individuals with out a valid pass are directed to report to the General Office reception area to arrange a temporary pass. In addition any individuals requiring long term access to the



facilities may be directed to obtain photo ID. Supplier shall obtain a vehicle pass for each vehicle required on site from Vale Canada Project Coordinator. All vehicles must be clearly identifiable as the Suppliers vehicle by means of exterior decals or markings.

Safety Indoctrinations

Supplier's personnel required to work on Vale Canada Limited properties shall be indoctrinated before working on site.

Safety Indoctrinations shall include:

- The Supplier's workforce must complete Vale Canada Supplier Orientation prior to commencing Work. This consists of both underground and general plant site orientation and building/departmental site specific orientations.
- The Supplier will be required to supply the full first, middle, and last names of all contracted employees to their Vale Canada Representative at least 7 days prior to arrival at the jobsite. This information will be downloaded in the Vale Canada training system and employee numbers generated for each contracted employee. These names and numbers will be communicated back to the Supplier along with directions and passwords to access orientation materials via the internet. The classroom content of the required orientations will then be accessed by the Supplier and completed prior to arriving on site

A Contractor Training Requirements Form (CTRF) is also supplied to the Supplier. All competencies identified on the CTRF must be signed off for each contracted employee in order to be granted plant access and supplied with a plant pass. If one or more competencies outlined in the CTRF are not required, the competency or competencies must be signed off by the Vale Canada Representative assigned to the contract. Failure to provide a completed CTRF will result in plant access being denied. Once plant access has been granted and an access pass provided, facility tours will be provided.

- The estimated time to complete the courses is 8 hours and shall be at the Supplier's expense.
- Indoctrinations are valid for a period of two years

1.3. Safety Practices

All work shall be done in accordance with Provincial acts, legislation and regulations.

Supplier shall comply with Vale Canada Limited work rules and regulations and be fully conversant with Vale Canada Limited's Safety Policy and Procedures. The Supplier is responsible for ensuring that he and his personnel are well informed of all applicable rules, regulations, policies & procedures

Suppliers working in areas that are remote from main Plant / Mine operating facilities shall inform the Construction Coordinator or First Aid of the Supplier's work locations prior to starting work and at the completion of the work for emergency response purposes

Suppliers shall immediately report accidents and incidents to Vale Canada Limited. The Supplier will follow up with a written report (use VALE CANADA LIMITED form 079) describing the accident / incident. Submit



a copy of all Incident/Accident Reports to Vale Canada Limited Plant or Project Representative and Vale Canada Limited Contract Administration.

In addition, the Supplier shall be responsible for submitting all necessary reports to the appropriate authorities required under Federal and Provincial legislation.

The Supplier shall provide Material Safety Data Sheets (MSDS's) for all materials to be used on this project to the Vale Canada Representative for approval prior to the Supplier's mobilization. It is the Supplier's responsibility to maintain a copy of all MSDS's at the job site.

The Supplier shall provide a 24-hour emergency contact number to the Surface First-Aid post located in the Surface Dry.

Safety and Man Hour Reports

Compliance with this agreement will require the Supplier to provide the following reports be completed and submitted to the appropriate Vale Canada Representatives.

Suppliers shall submit a weekly safety report to the Vale Canada Limited Project Manager which will outline all man-hours worked for the week, man-hours to date and occurrences relevant to safety for the previous week, including copies of inspections, whether suppliers or third party.

For jobs longer than one month duration, in addition to the above, the Supplier shall submit, on a monthly basis, minutes of the monthly safety meeting, and safety statistics for the previous month and year-to-date to the Project manager and when requested to the Safety Department.

Suppliers shall submit a Monthly Contractor Manpower Summary report form and return to ContractorInjuryReporting@vale.com by NOON of the 1st business day of each month following, outlining all man-hours worked for the month, number of Employees on site, First Aid Injuries (FAI), Medical Aid Injuries (MAI), Restricted Work Injuries (RWI) and Lost Time Injuries (LTI). All General Contractors are responsible for reporting theirs Sub contractors.

1.4. Job Hazard Analysis

Suppliers shall, prior to starting work on site, conduct and document a Job Hazard Analysis (Failsafe Review) of the Work in accordance with Vale Canada Limited procedures and implement recommendations identified during the process. This shall be completed following the SafeProduction Actions of Plan, Accept, Care and Lead. Plan all work with risk assessment; Accept the boundaries around the work such as the law, procedures and policies; Care about people, equipment and work areas; Lead by example putting risk management at the fore front. This encompasses analysing work areas, methods and procedures to ensure all work is conducted so that the risk to People, the Workplace, the Community and the Environment have been managed to ALARA (As Low As Reasonably Achievable). Suppliers shall be required to implement processes or acquire equipment required to mitigate all hazards during the execution of the work.

Suppliers shall submit a copy of Job Hazard Analysis documentation to Vale Canada Limited Plant Representative or Project Manager before any work begins.

1.5. Quality Assurance



When performing Work involving Steel Structures and Pressure Containment, preference may be granted to ISO 9002 registered Suppliers. Supplier ISO Registration shall be by the Quality Management Institute or other independent certified quality assurance registration body.

Supplier shall, upon request, submit the work quality assurance documentation in Final Construction Report form to Vale Canada Representatives or other institutions as required.

1.6. Use Of Cellular Phones On Vale Canada Limited Property

Individuals including Suppliers shall not operate cell phones or dial hands free cell phones while driving a vehicle on Vale Canada Limited property. Cell phones may only be used when the vehicle is stopped and parked in a safe position.

1.7. Equipment And Material Entry And Removal

When delivering or removing any items from Vale Canada Limited property, such as construction equipment and plant, materials and tools, the items shall be accurately documented on a pass out/receipt form 0526 suitable to Vale Canada Limited. The pass out/receipt form shall be signed by the Supplier and the Vale Canada Limited Representative or authorized by the Vale Canada Limited Plant Protection Officer responsible for the area.

Supplier shall retain a copy, issue the original to the Vale Canada Limited Representative and issue a copy to the Plant Protection Officer at the time of delivering or removing any item from the property. Additional copies may be required for Plant Security if more than one plant location is affected.

Supplier owned items shall be easily identifiable as belonging to the Supplier. Items shall be identified by make, model and serial numbers, as applicable, oxygen and acetylene bottles require specific identification.

1.8. Project Co-ordination

Suppliers shall co-operate fully with all others employed on work and assist in all standard matters to ensure completion of Work in satisfactory manner.

Suppliers shall schedule and sequence work to cooperate and coordinate with all others engaged in the Work.

Vale Canada Limited may alter the Suppliers Work schedule to accommodate and co-ordinate related work being carried out under separate contracts.

Suppliers shall not interfere with Vale Canada Limited's occupancy of premises or with necessary conduct of Vale Canada Limited's business activities therein.

1.9. Vale Canada Limited Supplied Items

Vale Canada Limited supplied items will be supplied to the Supplier at the Vale Canada Limited's site warehouse or other designated locations within the plant site, unless specifically indicated otherwise.



When Vale Canada Limited supplied items are delivered adjacent to the Work site, the Supplier shall carry out all necessary unloading and handling of Vale Canada Limited supplied items from the delivery vehicle.

Vale Canada Limited supplied items shall be drawn from the storage location in accordance with Vale Canada Limited procedures.

Before accepting delivery, inspect Vale Canada Limited furnished items to determine whether the items are complete and undamaged. Report deficiencies and damage to Vale Canada Limited immediately. Deficiencies or damage discovered subsequent to acceptance of delivery shall be made good at the Supplier's expense, excepting only latent defects not discoverable at time of inspection and acceptance by Supplier.

After Supplier has accepted Vale Canada Limited supplied items, Supplier shall assume full responsibility for such items.

Supplier shall assume full responsibility for any guarantees if any repairs are made on Vale Canada Limited supplied items without the consent and knowledge of Vale Canada Limited.

1.10. Excavation Permits

Prior to starting any work involving excavation or earthwork, obtain a Vale Canada Limited Excavation Permit. Vale Canada Limited will arrange for underground locates, unless specifically indicated otherwise.

1.11. Project Submittals

Submittal to the Vale Canada Limited Project Manager for each piece of specific work shall include, but not be limited to the following items:

- **Pre-Site Work**
 1. Copy of Supplier's Safety Policy
 2. Project Safety Plan
 3. Project PHR
 4. Project Work Procedure
 5. Project Rescue Plan
 6. Project Schedule
 7. Supplier Project Team

- **On site Work – Monthly**
 1. Safety Report, c/w;
 - a. safety compliance report,
 - b. Incident/Injury reports and investigations,
 - c. new or revised PHR's and job procedures
 - d. Site audits and inspections reports
 - e. daily tool box meeting notes
 2. Schedule updates, work schedule for the upcoming month,
 3. Total Manpower for the month, number of hours worked.
 4. Total Manpower for the Project, to date.
 5. Progress drawings for review that indicate previous month's progress.
 6. Description of the work completed in the previous month.
 7. Submit all reports, such as NDE reports, work inspections, project data.

8. Cost reports, that indicate;
 - a. Estimate of the job cost for the month.
 - b. Estimate of the job cost for the project to date.
 - c. Signed

Claims

Waiver

- **On site Work – Daily**

1. Project Status Log
 - Work accomplished prior day
 - Work planned day
 - Work proposed for next day
2. Project Issue(s) Log
3. Any schedule changes
4. Previous shift time sheets. Time sheets must be signed by and a copy provided to the appropriate Vale Canada Limited plant or project representative within 24 hours of the work being performed. The original time sheet must be attached to the invoice as backup.
5. Written notification of any extra work identified during the performance of the work along with an estimate of the value of the extra work. This will be submitted to the project manager and approved before the work can proceed. Approval to proceed will be in the form of a written fieldwork instruction from the project manager to the Supplier.

- **Post Project Work**

- Project compliance report
- Additional requirements if Holdback applicable:
 - WCB Clearance Certificate
 - Statutory Declaration
 - Care, Custody & Control Form
 - Certificate of Final Completion
 - MB Tax Clearance form
 - Additional requirements if Drawings are provided
 - Construction Inspection Report
 - Or As-built Drawings

2. TEMPORARY FACILITIES AND CONTROLS

2.1. General Facilities

Provided it is necessary, Supplier must erect and locate temporary facilities required for the duration of the contract in areas designated on the site plan or by the Vale Canada Limited site representative. Do not locate temporary buildings under overhead service lines or process lines and do not impede access to plant buildings, roadways or fire hydrants.

Maintain the practice of good "house-keeping" in and around temporary facilities.

Supplier shall supply, install, properly maintain, and remove all temporary construction facilities and utilities necessary for full and complete performance of the work. The type of facilities, move-in and move-out



dates, and locations on site shall be subject to and in accordance with the review and approval of the Project Manager.

All temporary construction buildings shall be fire retardant. The location, size(s), quantity and type(s) of temporary buildings shall be subject to Project Manager's review and approval. The fire chief should be consulted about the location of temporary buildings or trailers to ensure they are not blocking a fire lane or too close to an existing structure.

All construction trailers coming onto Vale Canada Limited property that require electrical hook up shall have electrical approval as defined by the Manitoba Electrical Safety Code. Supplier shall apply for a wiring inspection by the Area Electrical Supervisor or the Construction Coordinator and show evidence that the inspection has been passed prior to being energized.

2.2. Construction Office

Should the Supplier require a construction office or storage shed(s) at the site, he shall be responsible for providing and bearing the cost of same, including all required services such as, heating and lighting.

The Supplier shall obtain Vale Canada Limited's approval for each building location prior to starting erection of the building. These buildings shall not be placed under electrical transmission lines or over gas lines, oxygen lines, oil lines, or any other Vale Canada facilities that might be endangered by a fire in the temporary building.

Offices and storage sheds shall be maintained in good condition to the approval of Vale Canada's Representative from start of construction until final completion and acceptance of the work. Upon completion of work, or when directed by Vale Canada's Representative, the Supplier shall remove offices and storage sheds from the site and leave such occupied areas in an acceptable condition.

2.3. Communication Facilities

The Supplier shall arrange for and incur the cost of any communication facilities including telephone, facsimile & e-mail/internet facilities required. Note: Vale has limited spare communication capacity available.

2.4. Storage of Materials

The Supplier shall confine storage of all materials to the locations allotted to it by Vale Canada Representative.

2.5. Security

Security services at Vale Canada Limited's Manitoba Operations are provided under a separate contract. The Supplier shall allow security personnel access to the site and the use of any site sanitary facilities.

The Supplier shall comply with Vale Canada's security regulations.

2.6. Water



The Supplier shall be responsible for providing any water lines required for its use and for the proper upkeep of these connections. If, as a result of the Supplier's negligence, damage is caused to the existing plant, the Supplier shall make good either by repairing, or paying for the damage. Vale Canada will make this decision. Vale Canada assumes no responsibility for any inconvenience or costs incurred because of water loss or interruptions

2.7. Temporary Power

Limited power for construction purposes and construction/office trailers is available. The Supplier shall check with Vale Canada's Representative to determine what power may be available for his use. The Supplier shall provide whatever transforming and distribution system he requires, subject to Vale Canada's approval. Each switch room has 600volt 3 phase 60Hz power available. A spare disconnect switch can be used to supply.

The Supplier shall provide all power required to perform the Work of the Contract.

2.8. Site Lighting

The Supplier shall provide and pay for any temporary construction lighting (or temporarily fed permanent lights). The Supplier shall install appropriate sized fixtures in suitable locations to obtain unobstructed lighting over the entire work area.

2.9. Temporary Heating and Ventilation

Provide heat required for performance and protection of the Work. Ensure heating units are placed, operated, and maintained so as not to endanger the Work or any part of it.

Provide ventilation in enclosed areas to facilitate the progress of the Work, prevent moisture condensation on surfaces and to meet health and safety regulations for safe working environment.

2.10. Accommodation and Travel

The Supplier shall be responsible for accommodation, travel, and transportation for his personnel and shall include all these costs in his tendered prices.

2.11. Camp Restrictions

The Supplier shall not construct worker's accommodation, kitchen, cafeteria, or recreation facilities on, or near, Vale Canada's property.

2.12. Site Access and Drainage

The Supplier shall keep all portions of the work properly and efficiently drained and/or pumped at all times during the construction and until completion of the Work. Drainage and pumping facilities shall be maintained operable and manned at all times as required. The Supplier shall be held responsible for all damage which may be caused by, or result from, water collecting, backing up, or flowing over, through, from, or along any part of the Work



2.13. Guard Rails and Barricades

The Supplier shall construct and maintain all guard rails and barricades required in connection with his work.

2.14. Warning and Traffic Signs

When work is performed within public areas, the Supplier shall provide and erect adequate warning and traffic signs acceptable to Vale Canada's Representative (to who?) to give the public proper warning. The Supplier shall place these signs to provide sufficient time for the public to safely respond to the directions thereon.

Warning and traffic signs shall be the illuminating type, visible to the public and traffic during night time hours.

2.15. Parking

Vale Canada will permit parking of the Supplier's business vehicles adjacent to the work site provided they have obtained Vehicle Pass Authorization. All vehicles must be clearly identifiable as the Suppliers vehicle by means of exterior decals or markings. Private vehicles must be parked in the designated parking lot.

2.16. Removal of Temporary Facilities

Prior to application for Final Payment, the Supplier shall remove all temporary offices, buildings and furniture, hoardings, fencing, temporary sanitary facilities, and all other items used to aid the performance of Work and make good all surfaces.

2.17. Fuel

The Supplier shall provide all fuel required to perform the Work of the Contract.

2.18. Equipment

The Supplier shall provide all equipment required to perform the Work of the Contract unless specified otherwise.

All mobile equipment to be operated in enclosed areas (mines or surface) must meet all emissions requirements and have periodic certified emissions tests annually to support. Copies of all certificates must be provided to the Vale Canada Representative prior to commencement of work

All mobile hoisting equipment shall comply with current Manitoba Workplace Safety & Health Regulation – part 23, Cranes & Hoists effective Aug 2011 and CSA Z150 Safety Code for Mobile Cranes including but not limited to the requirements for inspection, testing and maintenance.

2.19. Site Signs

Identification signboards and notices for safety or instruction are permitted on site only after approval of Project Manager for format, location and quantity.

2.20. Clean up

The Contractor is responsible for the collection, removal and disposal of any residual materials associated with the project in an environmentally appropriate and safe manner.



3. FIRE PROTECTION

3.1. General

Supplier shall be responsible for fire protection required for the Work.

The supplier is to provide and maintain adequate temporary fire protection equipment during performance of Work, to the satisfaction of Vale Canada Limited's Representative.

Remove combustible and non-combustible waste at regular intervals and as directed. Take precautions to avoid all fires including those that may result from spontaneous combustion.

Provide and maintain in good working order sufficient fire fighting equipment and materials including but not limited to fire extinguishers, fire resistant blankets, fire hoses, water sprays and the like.

The Supplier shall provide a minimum of one fire extinguisher in each equipment and tool building, temporary office, material storage building and workshop.

Dry Chemical 20lb ABC extinguishers shall be in proximity to electrical equipment, gas, oil, grease or paint storage locations. CO2 extinguishers of the appropriate size are to be used on sensitive electrical equipment.

When fire or any other emergency occurs on site the Supplier shall report the incident into the 079 reporting system.

Protect combustible items situated within hot work areas.

After completion of hot work activities, carry out wet-down procedures and provide fire watch for a minimum of one hour after end of hot work activities.

The Supplier understands that the use and disposal of gasoline, benzene, or other inflammable materials brought in by them must be handled with safe practices as required by the authorities having jurisdiction.

Bulk storage of flammable liquids and other hazardous materials shall not be allowed within the buildings at any time during the contract period. Supplier shall not store more than 200 litres of any one flammable or combustible liquid within work site.

All flammable liquids shall be handled in approved containers. Paint materials shall be stored and mixed only in approved locations where directed by Vale Canada's Representative, and all reasonable precautions shall be taken against fire hazard. All oily waste and rags shall be placed in approved safety containers after use and removed from the building at the end of each working day.

3.2. Use of Fire Hydrants

Supplier shall obtain approval from Vale Canada Limited Utilities department before any connections are made to Vale Canada Limited's fire hydrants or outside water service. Only approved devices &/or tools shall



be used.

If the Supplier fails to comply with above conditions results in any subsequent damage the Supplier shall make all necessary repairs at no cost to Vale Canada Limited.

3.3. Hot Work: Combustible Lined Equipment or Buildings

Work that involves any form of hot work activity such as welding, cutting and burning or other heat generation practices shall require a PHA and Hot Work Permit. Supplier's workers involved with hot work activity shall be fully informed the PHA and Hot Work Permit procedures.

Hot Work means the performing of welding, or oxy-acetylene cutting or burning on, above, or within a distance which would allow sparks or hot cuttings to come in contact with combustible or flammable components such as rubber lined vessels, pipes, launders and chutes, conveyor belts, bucket elevators, and the like.

Each area has there own Hot Work Permit. Contractors will have to obtain a Hot Work permit from the building they are working in (Mill, Smelter, Refinery, Mines, Utilities) It is the Suppliers responsibility to ensure all areas requirements are adhered to. Prior to commencement of any hot work, the Supplier shall obtain a Hot Work Permit from Vale Canada Limited Site Representative from the building to perform the work in..

Prior to any welding the VALE Canadian Welding Bureau Representative / Quality Control Manager will be contacted to review Contractor Certifications and to arrange on site audits and inspections.

All repairs and fabrication to Boilers, Pressure Vessels and Piping Systems shall conform to CSA B-51, ASME B31.1, ASME B31.3 and ASME Section VIII & IX.

Supplier shall place the following equipment at immediate job location prior to hot work taking place:

- one 20 lb. ABC dry chemical extinguisher
- one 5 gallon pump tank extinguisher
- one charged fire hose line with combination nozzle attached.

When hazardous or volatile substances are being used, the supplier shall add the following equipment to the immediate job location:

- one uncharged fire hose line with open end fog nozzle held stationary in area involved, complete with quick acting control valve on supply line located outside hazardous area.

Supplier shall protect combustible items situated within hot work areas in one or more of the following ways:

- cover with fire proof blanket
- drench with water spray
- fill vessel with water
- temporarily remove item
- any other means acceptable to Vale Canada Limited

Supplier shall not commence hot work when hazardous or volatile substances are being used.



Arc welding or cutting by direct flame on combustible lined equipment is prohibited. When connecting lined to unlined components, the Supplier shall insert steel or fire proof blinds between flanges for spark and heat control.

Supplier shall follow the procedures for the work area as specified.

The Supplier shall after completion of work, carry out wet-down procedures and provide fire watch for a minimum of one hour. When working in wooden buildings, or buildings with wooden floors wet-down work area prior to starting and upon completion of hot work.