SCHEDULE E SAFETY

Attachment to the Agreement with _____for **Mechanical Knockdown** with in K4R tenure.

Terms such as “employer”, “independent operator”, “multiple employer workplace”, “owner”, “prime contractor”, and “worker” have the meanings given those terms by Part 3 of the *Workers’ Compensation Act* (*WC Act*).

ARTICLE 1: Other Safety Considerations

Notice of Project

1.01 In accordance with the *WC Act* and its regulations, the Contractor must submit a notice of project, as applicable, to WorkSafe BC, unless the Contractor is notified in writing that Chinook Community Forest will submit the notice of project.

1.02 Where the Contractor submits the notice of project, a copy must be provided to Chinook Community Forest. Where Chinook Community Forest submits the notice of project, the Contractor must provide, upon our request, all the information necessary to support the notice of project and Chinook Community Forest will provide the Contractor with a copy of the notice of project.

1.03 The Contractor will commence and conduct all operations consistently with the notice of project.

Reporting

1.04 The Contractor must immediately submit written notice to Chinook Community Forest on all matters reported to WorkSafe BC by the Contractor or the Contractor’s Subcontractors. The written notice must include all information necessary to allow Chinook Community Forest to adequately collect and address safety or other related incidences, but will be anonymized so as not to include personal information about an identifiable individual including their name, address, telephone number, age, sex, race, religion, sexual orientation, disability, fingerprints, or blood type, health care, educational, financial or employment history and anyone else's opinion about the individual. This scope does not include business contact information (e.g., name, title, address, telephone or fax numbers or email address used for business contact purposes).

1.05 Where Chinook Community Forest brings safety concerns to the attention of the Contractor, it shall give full consideration to the issues raised and provide Chinook Community Forest with a considered response, including any information necessary to demonstrate that the Contractor is in compliance with *WC Act* and its regulations.

1.06 The Contractor or any Subcontractors must, upon Chinook Community Forest request, provide evidence to the satisfaction of Chinook Community Forest that the Contractor or its Subcontractors have:

(a) an employee monitoring system that will periodically ensure the well being of all the Contractor’s or its

Subcontractor's employees commensurate with the risks associated with the employee's activities; and

(b) an emergency response plan and employee understanding of said plan that will ensure adequate and timely response to any emergency that can be reasonably expected to occur in relation to the Works or Services being performed; and

(c) evidence of training and any required certifications required under *WC Act* or its regulations; and

(d) evidence of a maintenance program for all equipment and vehicles owned or operated by the Contractor or its Subcontractors commensurate with the risks associated with such equipment and vehicles.

ARTICLE 2: Prime Contractor Provisions

2.01 The Contractor acknowledges, agrees, and warrants that:

a) The Contractor will be considered to be the Prime Contractor and shall enter into a Prime Contractor Agreement with Chinook Community Forest and shall carry out the duties described therein, where any of the following conditions exist:

b)

(i) Chinook Community Forest gave notice that the Successful Bidder would be the Prime Contractor;

(ii) Chinook Community Forest designates the Contractor to be the Prime Contractor at any time during the performance of the Work or Services;

(iii) the Contractor creates a multiple employer workplace through subcontracting any of the Work or Service at any time.

2.02 Where the Contractor is being considered as the Prime Contractor as per clause 2.01, the following is applicable:

(a) upon request, the Contractor must satisfy Chinook Community Forest that the Contractor has the experience and capacity to address Prime Contractor responsibilities in accordance with the Agreement and the WC Act and its regulations; and

(b) Chinook Community Forest provides written acknowledgement of the Contractor's experience and capacity to function as Prime Contractor; and

(c) where the Contractor creates a multiple employer workplace, the Contractor will provide or acquire at their own expense all resources necessary to discharge the Prime Contractor responsibilities; or

(d) Chinook Community Forest may, in its sole discretion, give consideration for compensation related to any additional costs where, after commencement of the work, Chinook Community Forest creates a multiple employer workplace and designates the Contractor to be the Prime Contractor.

2.03 Where the Contractor is an Endorsed New Entrant by BC Forest Safety Council, Chinook Community Forest will not consider the Contractor to be qualified to function as a prime contractor and the Contractor will be unable to subcontract in any manner that will create a multiple employer workplace.

2.04 Chinook Community Forest may from time to time give prior written notice that a person other than the Contractor is designated as the Prime Contractor. The Contractor agrees that on receiving such written notice, the Contractor will cooperate with the Prime Contractor and shall coordinate health and safety activities and ensure compliance with the Prime Contractor's safety program.

2.05 The Contractor shall, upon becoming aware of any apparent deficiencies in the Prime Contractor's work which would affect the Work or Services, shall report such deficiencies to Chinook Community Forest.

ARTICLE 3: Hand Falling

3.01 Where hand falling activity will be taking place under the Agreement and without limiting any other provision of the Agreement or the Contract Documents, the Contractor shall comply with the following safety requirements.

3.02 Hand falling means the falling of trees by any means with at least one person at or near the base of the tree during falling and not inside a protected cab, where the trees are greater than 6 inches diameter at breast height (DBH), or as may be determined by WorkSafe BC.

3.03 The Contractor must ensure that:

(a) all hand falling is undertaken by fallers certified by BC Forest Safety Council (BCFSC) or ENFORM and are qualified for the slope and timber conditions being addressed;

(b) a qualified Falling Supervisor satisfactory is designated for all forestry related hand falling activities and for all non-forestry related hand falling activities taking place on or after April 1, 2013.

3.04 A Falling Supervisor will be deemed qualified where:

(a) it has satisfactorily completed the BCFSC Falling Supervisor Training course; or

(b) it is BCFSC Falling Supervisor Certified; or

3.05 No hand falling operations will commence without prior satisfaction of acceptable proof of qualification/certification and of the Falling Supervisor’s ability and competence.

3.06 The Contractor must, at least five Work Days prior to commencement of any hand falling operations, notify Chinook Community Forest of the name of the designated Falling Supervisor or substitution thereof.

3.07 A Falling Plan must be developed with full engagement by the Falling Supervisor in collaboration with Hand Falling personnel and others responsible to discharge aspects of the falling plan.

3.08 The Contractor must ensure:

(a) no work will commence prior to all considerations of the Falling Plan being implemented as established by the designated Falling Supervisor;

(b) all hand falling operations performed occur and are supported in accordance with the Falling Plan; and

(c) upon request of Chinook Community Forest representative, provide any documents and evidence to verify adherence to the Falling Plan.

3.09 If the Contractor engages a subcontractor as its Falling Supervisor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.