

FFT ACCESS MOFR USER PROCEDURES

GENERAL:

MOFR Forest Practices Branch must:

- provide standards and procedures for road administration, collection of road data, preparation of road inspection and maintenance reports and road works including restoration, maintenance and treatment at project conclusion.

MOFR Region must:

- roll up FFT projects within their geographical area together with the Return on Investment (ROI).
- prepare budgets for road restoration, together with allocations for each FFT access project.
- provide professional engineering services to carry out field work or the Region's professionals will assist in retaining a consultant should there be a need to inspect/repair structures and if there are slope stability or other professional issues.

MOFR District must:

- review access plans provided by Recipients, to determine the status, if any, of the required roads, and to confirm the maintenance responsibilities for any tenured roads.
- decide on the future needs, if any, of the roads serving the FFT areas; these decisions will determine the level of restoration at the outset as well as treatment of the road at the conclusion of the FFT project.
- identify and provide contacts to the Recipient for First Nations and other stakeholders.
- issue letters to Recipients exempting them from the need to obtain a Special Use Permit or Road Use Permit (see Appendix I attached).
- through a contracted specialist, carry out field inspections of road access to each proposed planting area and detail the required restoration work, together with a cost estimate for doing the work. Where applicable, the contracted specialist will also complete a road deactivation prescription and cost estimate for any road deactivation that would be carried out at the completion of the FFT project.
- forward to the Recipient any information related to proposed new road excavation so that the Recipient can address these works through information sharing with the stakeholders.
- through a contracted specialist, carry out all road restoration works, ongoing structural maintenance and deactivation/stabilization work related to FFT access, plus a wilderness road level of maintenance when the Recipient is not carrying out site preparation, planting or stand tending, including brushing and thinning. The district is responsible for meeting the statutory requirements of the Forest and Range Practices Act for such works. On the other hand, the Recipient has the statutory responsibility for routine surface maintenance while it is carrying out site preparation, planting or stand tending, including brushing and thinning.
- carry out compliance inspections on a risk basis, or in conjunction with other works in the area, during the life of the road use and maintenance.
- carry out inspections at project conclusion to confirm acceptability of road treatments.
- provide a completion certificate to the Recipient if the road work is acceptable.

DETAILED PROCEDURES:

Planning and Administration:

MOFR district will maintain a project tracking checklist for each FFT project, in accordance with the following:

FFT Access Project Tracking Checklist

Use this checklist to track key actions/decisions by Recipients and MOFR, and place it in the project file. Shaded areas require no infill on this checklist. [MR =

| Access Element | N/A ? | P.Eng required? | Done by |
|--|----------|--|----------|
| PLANNING AND ADMINISTRATION | | | |
| Recipient Agreement in place, together with project budget estimate | | | RT |
| Proposed access map prepared and discussed with and submitted to MR | | | RT |
| Provide stakeholder contact information to RT | | | MD |
| Carry out stakeholder information sharing; share results with MD; request exemption letter | | | RT |
| Issue exemption letter to RT | | | MD |
| Future use of roads determined, and results provided to RT, MR; establish long term roads as FSRs | | | MD |
| Carry out detailed road inspections, locating potential work sites with GPS; prepare road restoration plan, preliminary deactivation prescriptions | | <input type="checkbox"/> YES <input type="checkbox"/> NO | CS |
| Forward data on any unforeseen road works to RT | | | MD |
| Revisit information sharing process if required | | | RT |
| ROAD RESTORATION, MAINTENANCE AND USE | | | |
| Before commencing work, provide 48 hours notice to community watershed purveyors | | | CS |
| Carry out road restoration work using hired equipment | | | CS |
| Commence FFT project operations; inspect and maintain roads, advise MD of any structural maintenance issues; modify road use as required | | | RT |
| Carry out structural repairs | | <input type="checkbox"/> YES <input type="checkbox"/> NO | CS |
| Prepare initial prescription for leaving road in self maintaining state | | | CS |
| Conclude seasonal project operations and notify MD | | | RT |
| Conclude normal project operations, and notify MD | | | RT |
| Carry out self maintaining road treatments | | | CS |
| Maintain road to a wilderness level while RT is inactive | | | MD |
| Restore/maintain roads for successive RT activities | | | As above |
| Once FFT access will no longer be required: Carry out final surface treatment, or | | | RT |
| Carry out road deactivation | | | CS |
| Field inspection of RT works after all FFT work is completed | | | MD |
| Issue completion certificate to RT | | | MD |

Using EES <http://www.for.gov.bc.ca/hth/engineering/EES-Consultants.htm> , the district will select and retain a contracted specialist in Category T03 (see Appendix I attached for sample contract wording) to carry out field inspections, prepare designs and prescriptions and complete reports.

The contracted specialist will undertake a thorough field inspection of the roads that are expected to provide access to the FFT project. The information must be recorded on the FFT Road Inspection Report (see Appendix I attached). This may be done as part of or in conjunction with a joint site visit with the Recipient to ensure that the restoration plan is compatible with the Recipient's expectations of access. At the same time, where required, the contracted specialist will also prepare a deactivation prescription or plans to construct water bars and cross ditches, as appropriate.

Inspection records must ensure that key road elements are covered and any deficiencies noted. Where major problems exist, it is recommended that photographs be taken to accompany the inspections records. Information on the following items should be recorded on the FFT Road Inspection Report (Appendix 1) when an inspection is carried out:

- structural integrity of the road prism
- drainage systems
- road and bridge surfaces
- safe fish passage at stream crossings
- road safety

MOFR district, through its contracted specialist, will prepare a restoration plan based on the inspection report information as well as a deactivation prescription, and will also prepare a cost estimate for the restoration and deactivation work to be included in the region's ROI calculation for the FFT project. Based on positive results of the ROI calculation, MOFR district will proceed to restoration of some or all of the proposed road access. Otherwise, a negative ROI figure may result in selecting some alternative access options (helicopter, ATV) or in deletion of some of the planting sites from the program.

The contracted specialist will prepare road restoration specifications. At the same time, where required, the contracted specialist will also prepare a deactivation prescription or plans to construct water bars and cross ditches, as appropriate. Following are the types of deactivation prescriptions:

Type 1 deactivation prescription: *The road traverses gentle terrain with no landslide hazard. There are a few crossings of S6 streams and some cross-drain culverts on the road. The risk of damage to adjacent resources is low or minimal. Deactivation measures are limited to water management techniques (such as installation of cross-ditches or waterbars and back-up of some stream culverts) and revegetation of exposed soils using a suitable grass seed and legume mixture.*

- The prescription requirement is an FFT Road Prescription (see Appendix I), with a 1:5000 scale topographic map (or other suitable scale) attached showing the locations of recommended actions (and corresponding to the chainages of field markings) suitable for communication of the required works to field crews (and review and acceptance by the district).

Type 2 deactivation prescription: *The road traverses gentle to moderate terrain with no landslide hazard. There are culvert and bridge crossings of S5 and S4 streams, and cross-drain culverts along the road. Deactivation measures may include water management techniques (such as installation of cross-ditches or waterbars, removal or back-up of cross-drain culverts, and removal or back-up of stream culverts) and other measures such as repair of bridges and revegetation of exposed soils using a suitable grass seed and legume mixture.*

- The prescription requirements are a 1:5000 scale map (or other suitable scale) showing the locations of the actions corresponding to the chainages of field markings, and a tabular summary (spreadsheet) to accompany and complement the map. The tabular summary will provide more detailed information such as general site conditions, the size of existing culverts and bridges, sediment transport hazards and consequences, and methods to control sediment transport, including the measured chainages along the road and the corresponding actions. In this case, the prescription must clearly identify the fish streams and the timing windows for working in and about a stream.

Type 3 deactivation prescription: *The road is located on a mid-slope and traverses steep terrain and areas having a moderate to high likelihood of landslides. There may be visual indicators of road fill instability, surface soil erosion, and previous road fill washouts along the road.*

- This is a complex project, involving deactivation prescriptions for unstable terrain and the services of a Terrain Stability Professional. The deactivation prescription would include a 1:5000 scale map showing the locations of the actions corresponding to the chainages of field markings, a tabular summary (spreadsheet) to accompany and complement the map, and a detailed letter or report. The prescription should clearly identify the timing windows for working in and about streams. The prescription should also specify the need for any professional field reviews during the deactivation work.

The district engineering officer will determine the future uses of the non-status access to the FFT areas. Further actions based on those uses are shown below:

| Future Use | Actions to be Taken |
|---|--|
| No future use is contemplated | contracted specialist to prepare deactivation prescription for the road |
| Further use is required, but not immediately | district engineering officer to establish the road as an FSR; contracted specialist will prepare plan to construct water bars and cross ditches to back up cross drain and stream culverts as part of wilderness road level of maintenance |
| Further use is required soon after completion of FFT work | district engineering officer to establish the road as an FSR; Recipient to return the road in a state that is at least equivalent to when the Recipient commenced work on the FFT project |

The district engineering officer will share with the Recipient local knowledge on information sharing issues, and provide available information on First Nations and other stakeholder contact data.

Prior to the Recipient's project start-up, the District Manager will provide an exemption letter respecting road use and maintenance (see Appendix I attached for standard letter).

Road Restoration:

Based on the road inspections, the deficiencies noted on the FFT Road Inspection Report, consideration of proposed usage by the Recipient and the specifications prepared as a result, the Region, through its contracted specialist, will carry out any required restoration work on those non-status roads required for access to the FFT project, in accordance with the FFT Access Standards. The district will carry out the road restoration work using hired equipment on an hourly basis, directed by the contracted specialist retained for the work. Hired equipment must be solicited from the EES list [<http://apps28.for.gov.bc.ca/ees>] using that process' selection criteria, and the equipment owner and MOFR district must enter into an agreement using the FS 21 Engineering Equipment Rental Agreement (see Appendix I attached).

In keeping with government's objectives, the FFT program will encourage First Nations engagement in delivery of on the ground activities. Where qualified First Nation contractors are available and prices can be negotiated comparable to tendered contracts, MOFR district and the Recipient are to target 25% of their investment schedules to First Nations proponents, subject to their:

- meeting the eligibility requirements, and
- negotiation of competitive pricing for the hired equipment hourly rates.

Road Maintenance:

Structural Maintenance:

- The district will carry out required structural maintenance of the roads serving FFT projects during the life of the FFT project. Generally, the contracted specialist will inspect the roads and carry out the work as a result of initial access information provided by the Recipient. The region's engineering section will provide professional engineering services as required for this structural maintenance work, or will assist in retaining a consultant for the project.

Routine Road Surface Maintenance:

- The district's contracted specialist will occasionally monitor the Recipient's performance while the Recipient is carrying out carrying out the following FFT project operations during the life of the FFT project:
 - site preparation;
 - planting; and
 - stand tending, including brushing, thinning, etc.

C&E staff may carry out compliance inspections on a priority basis or in conjunction with other inspections in the vicinity. When the Recipient is not carrying out those functions, the district, through its contracted specialist, will carry out road inspections and maintenance at a wilderness road level until the Recipient resumes work, or another user is in place.

Road Treatment at Project Conclusion:

- For roads that will be left as wilderness roads, the district's contracted specialist will construct cross ditches to back up cross drain and stream culverts, or to divert ditch water where there are insufficient cross drains and convey it onto stable slopes below the road. The district will be responsible for inspecting and maintaining these roads at a wilderness road level until another user is in place and takes over the responsibility for maintenance.
- For roads that will be deactivated, the district's contracted specialist, in accordance with a deactivation prescription, will deactivate the road so as to place the road in a self-maintaining state.
- The district engineering officer will carry out an inspection to determine the acceptability of the completed final surface treatment of the roads serving the FFT area.
- The district will provide the Recipient with a completion certificate (see Appendix I attached for sample) if the Recipient's road works are acceptable.

APPENDIX I – STANDARD DOCUMENTS

Sample service contract wording for contracted specialist

FFT Road Inspection Report

Standard permit exemption letter

FS 21 Engineering Equipment Rental Agreement

FFT Road Prescription

Completion Certificate

APPENDIX I

SAMPLE SERVICE CONTRACT WORDING FOR CONTRACTED SPECIALIST

Attachment to the Agreement with _____ for FFT Road Project Implementation and Monitoring/Inspection Services.

The Contractor shall provide the following Services:

I. Qualifications:

The Contractor must meet all of the mandatory knowledge and experience requirements found in the ministry's EES system, category T03 Equipment Supervision, found at

<http://www.for.gov.bc.ca/hth/engineering/documents/systems/ees/T03-Equipment%20Supervision.pdf>

II. General

The Contractor will provide technical field expertise in the area of forest road engineering for _____, for the term _____, 2007 to _____, 2007.

Service will primarily include the functions of: road inspections and equipment supervision conducted on road restoration, structural road maintenance and road deactivation, as well as monitoring the activities of FFT recipients carrying out routine road maintenance.

Specific Functions:

- Inspect proposed FFT access roads and complete the inspection report (see attached)
- Complete project cost estimates and implement operational works within approved project budget parameters.
- Prescribe and implement simultaneous projects via day labour (hired equipment).
- Compose detailed written field specifications and operator instructions in the format specified.
- Ensure all work is conducted in accordance with legislation, regulation and standards.
- Confer with MOFR district engineering staff and regional engineering specialists as required to maintain communication on progress of prescribed works and to ensure conformance.
- Perform liaison role between equipment owners and the region.
- Perform hands-on works to mitigate critical road hazard situations.
- Expedite construction equipment to road sites to mitigate emergency situations.
- Sign payment as "Goods Received" on all projects where equipment supervision service was performed.

- Maintain communication of all field operations with the region through multiple media including: faxed documentation, cell and fixed phone, and e-mail.
- Perform various other duties within the scope and expertise of the Contractor, as required to serve the FFT program.

The Contractor shall maintain a self-directed schedule that integrates all above requirements and duties in a timely and efficient manner. Co-ordination and implementation of multiple, simultaneous projects throughout the season may dictate that evening work be required.

III. Inspection and Monitoring Requirements

A. Road Restoration Inspections

For all of the roads proposed to provide access to the FFT areas, carry out field inspections and complete an Inspection Report (see attached) as follows:

- Survey the location of the proposed restoration work using GPS with a survey grade instrument, and all GPS survey work shall conform to the Standards outlined in the British Columbia Standards, Specifications and Guidelines for Resource Surveys Using Global Positioning System (GPS) Technology Operational (Release 3.0 March 2001). This document is available at:
http://srmwww.gov.bc.ca/bmgs/gsr/gsr_standards.htm

All GPS data must be captured in such a manner to yield positional accuracy results that are plus or minus 10 meters in x, y. Existing roads are to be submitted as single line strings (centerline). Do not pattern. Each section from tie to tie point, (road intersections) is to be a discreet line string. All roads must intersect with a connecting road at a noded point.

- As soon as vehicle access is available, establish and maintain an odometer road log commencing at "0" at each road section, all tied to the GPS survey.
- Observe and record the condition of all features of the road and road prism as per categories of the Inspection Report.
- Complete a visual inspection of each drainage structure. Identify the location and condition of each. Examine each structure component.
- Identify the location of all road damage or needed repairs.
- Prescribe road repairs or maintenance required. State priority of work in terms of risk of delay to the FFT project.
- Identify where observed condition requires professional engineer's assessment; contact the region to advise of such need.

B. Monitoring of Recipient Road Restoration and Maintenance

Where the Recipient is responsible for carrying out the road restoration work:

- Carry out a joint field review of the roads with the Recipient at a mutually acceptable time prior to the restoration work commencing
- Carry out field inspections at the outset of the works to ensure that appropriate equipment and practices are being applied by the Recipient to the project
- Inspect each road system at a frequency determined by the region, but at least once a week during the Recipient's restoration works and at the completion of those works
- Provide a report to the region on the results of the inspections, and include a recommendation as to the acceptability of the work for payment by Price Waterhouse Coopers

For the Recipient's routine surface maintenance work:

- At least once during the period the Recipient is using the roads, inspect the roads for general conformance to the requirements of the Forest Planning and Practices Regulation, and report the findings to the region
- At or near the conclusion of the Recipient's use of the roads, inspect the condition of the roads and advise the Recipient of any work required to return the road to at least as good a condition as when the use started.

IV. Carrying out Restoration and Deactivation/Stabilization Works

1. Establish site markings and complete written specifications. Incorporate additional specifications or prescriptions that may not have been evident during the initial inspection. Confirm or revise the original cost estimate.
2. Negotiate competitive hourly rates with the owners of suitable equipment selected from the provincial EES list at <http://apps28.for.gov.bc.ca/ees/> provide recommendations to the region as to which equipment should be hired, and prepare FS 21 Engineering Equipment Rental Agreements for each equipment owner.
3. Ensure that the equipment is mobilized at the appropriate time and place, and conduct a pre-work meeting of the project with the Operators.
4. Direct the equipment operations, and monitor progress of project as required to assure quality of work, on-going evaluation of site conditions, and accounting of equipment time and cost.
5. Erect signs, barricades or other features as needed to ensure the safety of road users.
6. Ensure maximum productivity of equipment. Remove and replace any equipment that is not productive after consultation with the Region.
7. Purchase materials as required for various projects as directed by the region. In such cases, appropriate reimbursement process (i.e., Purchase Order or direct payment- will be implemented).

8. Transport materials to work sites including: culverts, couplers, geo-synthetic materials, grass seed, slings, etc.
9. Submit information requiring urgent action or approval by the region immediately upon return from the site. Transmit inspections by fax and/or e-mail. Follow up submission with telephone call.
10. Maintain records to support equipment invoices and final payments, as required.
11. Complete a Payment Certificate and sign payment as “Goods Received”.
12. Upon conclusion of the project, submit to the region a complete package of project information including:
 - operator instructions and site specifications,
 - signed equipment time cards,
 - signed Payment Certificate,
 - digital photos and other relevant documentation; all documentation will become the sole property of the Ministry of Forests.

IV. Service and Availability

1. The Contractor must be available for field services for an average of 10 hours per day, during the contract term. Length of field days will be dictated by weather, travel and the nature of the project works. Frequency of weekend and “holiday” work will be dictated by with weather conditions, risk of road and structure problems, and the schedule and nature of project work.
2. The Contractor must conform to the District safety check-in procedures or protocol, particularly if working alone or returning after hours.
3. The Contractor must be available by telephone during designated weekend and statutory holidays as directed by the region. The Contractor must also be available for contact by phone during weekday evenings between 6:00 pm and 10:00 pm and pre-field mornings between 6:00 am and 8:00 am.

V. Equipment and Supplies

The Contractor must supply *each* of the following items as and when required during the term of the Contract:

1. **Vehicles and Accessories**
 - 4-wheel drive pick-up truck
 - spill kit
 - Quad and/or Snowmobile
2. **Accessories and Tools**
 - Digital camera
 - Cellular or satellite phone
 - GPS unit with base station access (Handheld portable generally acceptable)

3. First Aid & WCB

- Personal safety gear as required by WCB

4. Mobile Radio

- with local industrial road frequencies.

5. Engineering Equipment

- Clinometer or Abney
- Hand or Staff Compass
- Hip Chain

6. Office Setting

The Contractor must provide an office setting equipped with:

- a fax machine
- a telephone with answering machine or voice mail
- a computer with an email account.

Basic stationary, files and associated office items are to be supplied by the Contractor.

VI. Key Personnel

The Services shall be performed by the following “Key Personnel”

VII. Backup Personnel

Backup personnel must be approved by region.

APPENDIX I

FFT ROAD INSPECTION REPORT

| Forest Region | | Forest District | | |
|--|---|--------------------------|----------------------------------|-----------------------------|
| Date: Y M D | FFT Project # | Road Identifier from Map | | |
| GPS Co-ordinates at Start of Road: | | | | |
| GPS Co-ordinates at Termination of Road: | | | | |
| Inspection Items: mark with an X if applicable and note station(s) | | | | |
| X? | Inspection Items | Station(s) | Remedial work required (if any): | Est. Cost |
| Structural Integrity: | | | | |
| | Tension cracks | | | |
| | Cutslope failures | | | |
| | Fill slope failures | | | |
| | Slides or mass land movements | | | |
| | Shoulder slumps | | | |
| | Frost boils | | | |
| | Subgrade unable to support wheel loads | | | |
| | Washouts | | | |
| | Bridge exhibiting structural distress | | | |
| | Other (specify) | | | |
| Road Surface: | | | | |
| | Trees growing within road subgrade | | | |
| | Existing waterbars and cross ditches | | | |
| | Insufficient road surface material | | | |
| | Potholes | | | |
| | Washboard | | | |
| | Rutting from vehicle wheels | | | |
| | Road surface erosion | | | |
| | Sediment transport from road prism | | | |
| | Other (specify) | | | |
| Bridge Surface: | | | | |
| | Waterway opening contains logs and debris | | | |
| | Running planks missing or damaged | | | |
| | Rails and curbs damaged | | | |
| Drainage Systems: | | | | |
| | Inadequate no./size of cross drain culverts | | | |
| | Culverts plugged | | | |
| | Culverts washed out | | | |
| | Culvert and/or ends damaged | | | |
| | Insufficient fill over culverts | | | |
| | Ditch line sloughing | | | |
| | Fish passage restricted | | | |
| | Other (specify) | | | |
| Road Safety: | | | | |
| | Sight distances inadequate | | | |
| | Dangerous trees | | | |
| | Traffic control signs | | | |
| | Other (specify) | | | |
| | | | | TOTAL ESTIMATED COST |

APPENDIX I

STANDARD EXEMPTION LETTER

File:

Dear _____:

Under the authority granted the Minister in Section 22.1 (4) of the *Forest and Range Practices Act*, this will confirm your exemption from requiring either a Road Use Permit or a Special Use Permit for the duration of your use of the roads serving the _____ FFT area, as shown on the attached map.

The legislation provides that although you have been exempted from the permit(s) described above, you are responsible under the regulations for the maintenance of those roads that are non-status (not tenured) and those FSRs that are not currently maintained by an industrial user, for the duration of your use.

This exemption is granted subject to the following condition(s):

1. the exemption applies to your use of the roads when you are carrying out site preparation, danger tree falling as required by the Workers' Compensation Board of BC (WorkSafeBC), in Occupational Health and Safety Regulation (Sec. 26.11), planting or stand tending, including brushing and thinning; at other times, you are not responsible for road maintenance.
2. you must give any holder of a road permit or a road use permit (with maintenance responsibilities), at least five clear days of notice of your commencing to use their road(s).
3. If required by the permit holders in (2) above, the exemption holder must pay for road use in accordance with section 22.3 of the *Forest and Range Practices Act*.
4. Where there are posted signs indicating a two-way radio system for use on a road maintained by another user, the posted radio frequency must be used in the prescribed manner. The Recipient must make arrangements with the road maintainer to obtain the necessary equipment or to use the frequency.

Yours truly,

District Manager
_____ Forest District

Attachment(s): see map

APPENDIX I



Ministry of
Forests and Range



**ENGINEERING
EQUIPMENT
RENTAL AGREEMENT**

| |
|-------------|
| CONTROL NO. |
| |

THIS AGREEMENT made this _____ day of _____,

FILE NO.: _____

BETWEEN:

EES CLIENT NO./IDENTIFIER _____

HER MAJESTY THE QUEEN in right of the Province of British Columbia, as represented by the Minister of Forests

AND _____
(Name)

(Ministry Location)

(Business Address)

(Address)
(herein called the "Province")

(City, Province) (Postal Code)

(Phone No.) (Cellular Phone No.)

(Fax No.) W.C.B. Registration No.)
(herein called the "Contractor")

WHEREAS:

- A. The Province requires the use of certain equipment from time to time for work on various projects.
- B. The Contractor has agreed to rent to the Province on an "as and when" required basis, certain equipment on the terms and conditions contained herein.

Accordingly, the parties agree as follows:

1. Equipment and Rental Rate

- (a) The Contractor will supply to the Province, when requested, the following equipment (the 'Equipment') at the all found rates [drawn or adapted from the current *Equipment Rental Rate Guide*, referred to as *the Blue Book* published by the B.C. Road Builders and Heavy Construction Association shown below. Use Schedule A when needed for additional equipment.

| Make & Type of Machine | Serial No. | Year & Model | Rated Size & Capacity | Attachments & Crew | Hourly Rate [\$] |
|------------------------|------------|--------------|-----------------------|--------------------|---------------------|
| | | | | | |
| | | | | | |
| | | | | | |

- (b) If the Province orders in writing any of the Equipment to be on standby, the Province will pay the applicable standby rate for the Equipment so indicated on Schedule A.

- (c) The Province shall determine the cost to be paid for mobilization and demobilization for each piece of equipment per project. The amount to be paid shall be shown on the *Project Time Report (Daily)* FS472, or the *Project Time Report (Bi-Weekly)* FS472A. The cost shall include the loading, transporting and unloading of equipment from the Point of Hire to the Worksite and return to the Point of Hire.

2. Fuel, Lubricants, Maintenance, Parts and Repairs

The Contractor shall, at the Contractor's expense, supply all fuel, lubricants and parts for the Equipment

and shall, at the Contractor's expense, carry out all necessary and appropriate maintenance and repairs to the Equipment.

- (d) The Contractor shall pay and agree to the cost of transporting the Operator and Crew to and from the Worksite.

3. Worksite and Point of Hire, Mobilization and Demobilization

- (a) The Point of Hire shall be mutually agreed to between the Province and Contractor, and shown on the *Project Time Report (Daily)* FS472, or the *Project Time Report (Bi-Weekly)* FS472A.
- (b) The equipment shall be used at a location (the Worksite) subsequently determined by the Province, and shown on the *Project Time Report (Daily)* FS472, or the *Project Time Report (Bi-Weekly)* FS472A.

4. Supervision of Work and Worksite

Any use of the Equipment at the Worksite shall be under the direction of an agent designated by the Province.

In signing this Agreement, the Contractor certifies that he/she understands the Additional Conditions appearing on the reverse of this form, and on any attachment hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

PROVINCE

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province

CONTRACTOR

SIGNED AND DELIVERED by or on behalf of the Contractor (or by an authorized signatory of the Contractor, if a corporation)

(Authorized Representative/Spending Authority)

**READ TERMS ON
REVERSE SIDE**

(Contractor or Authorized Signatory)

5. Termination of Agreement

- (a) Unless otherwise agreed, the term of this Agreement shall end on March 31 of the year following the date this Agreement is signed.
- (b) The Province may, at its sole discretion, terminate this Agreement upon 24 hours notice. Payment by the Province of all monies then due and owing to the Contractor for the use of the Equipment under this Agreement shall discharge the Province from any and all liability to the Contractor under this Agreement.

6. No Obligation to Proceed

- (a) If the Province requests the Contractor to provide Equipment for a specific project, the Contractor shall have the right to elect whether or not to so proceed, and the Contractor shall not be liable for breach of this Agreement if the Contractor elects not to proceed.
- (b) The Province shall not be obliged to request Equipment at any time, and the Province shall not be subject to any liability for breach of this Agreement if the Province decides not to do so.

7. Payment of Invoices

- (a) Contractor shall submit written invoices in a form acceptable to the Province on a monthly basis or at other times as designated by the Province.
- (b) Invoices shall be based on the actual hours the Equipment is operated, plus an amount for mobilization and demobilization, plus standby time where applicable, as recorded on Daily Time Reports initialed by the Contractor's operator and certified correct by the Province, multiplied by the applicable rates and subject to any deductions as may be otherwise provided in this Agreement.
- (c) Under no circumstances shall the Province be obliged to pay charges in excess of \$100,000 under this Agreement.
- (d) Subject to performance and observance by the Contractor of the conditions set forth in this Agreement, the Province shall pay the amount of monies due to the Contractor in accordance with the Province's payment practices and the *Financial Administration Act*.
- (e) Interest less than \$5.00 will not be paid. No interest will be paid unless and until an account is overdue by at least 61 days. The overdue period shall be calculated from the date the Province approves payment or the date the invoice is received (whichever is the later) to the date the cheque is printed by the Ministry of Finance.

8. Contractor's Indemnification and Insurance

- (a) The Contractor shall indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.
- (b) All Equipment hired by the Province must be insured by the Contractor against loss or damage.
- (c) The Province shall not be responsible for loss or damage occurring to the Equipment, regardless of how, when or where the damage occurs and, in signing this Agreement, the Contractor relieves the Province and its employees from any and all responsibility for such loss or damage.
- (d) The Contractor, in the event of any loss or damage, shall take reasonable steps to prevent further loss, including removal of the Equipment.
- (e) The Contractor shall provide, maintain and pay for Comprehensive General Liability insurance protecting the Province and the Contractor from and against any and all claims which may arise out of the Contractor's operation and handling of the Equipment during the rental period:
 - (i) The amount of such insurance shall be not less than \$2,000,000 inclusive of any one occurrence.
 - (ii) The Contractor shall provide the Province with evidence of such insurance prior to the commencement of Work under this Agreement, and such evidence shall be in the

form of a completed Province of British Columbia Certificate of Insurance.

9. Miscellaneous

- (a) The Province certifies that the Equipment, Materials and associated accessories and Crew are for the use of and are being acquired by the Province with Crown funds, and are therefore not subject to the Goods and Services Tax.
- (b) The Contractor shall do the following:
 - (i) At its own expense, obtain Workers' Compensation Board compensation coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged as a result of this Agreement,
 - (ii) Comply with all the requirements of the *Workers' Compensation Act* and Regulations, and pay all assessments and levies made thereunder, and
 - (iii) Upon request by the Province, provide proof of such compliance.
- (c) The Contractor shall, in connection with this Agreement:
 - (i) Establish and maintain accurate books of account and records (including supporting documents) to the satisfaction of the Province, and when requested, permit the Province, at any time during normal business hours, to copy and audit any one or more of the books or account or records (including supporting documents), and
 - (ii) Permit the Province, at all reasonable times, to inspect and copy any findings, data, specifications, drawings, working papers, reports, documents and material, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this Agreement.
- (d) By mutual agreement of the parties, this Agreement may be amended in writing.

10. Drilling and Blasting Requirements

- (a) A blaster must be licenced with the appropriate class, under the Workers' Compensation Board, to carry out the work. The Contractor must produce evidence of the licence upon request of the Province.
- (b) The drilling equipment associated with this Work is hired at the rental rate shown in clause 1, which shall include driller/licensed blaster, a helper, support vehicles, drill steel, bits, grinders, blasting agent loading attachment as required, powder magazine and/or day box, blasting mats, signs, warning signal horns, tools, blasting machine and miscellaneous items required in the loading and blasting phase of the Work.
 - (i) The full rate shown in clause 1 will be paid for the hours that the Equipment and Crew are drilling and positioning, and when loading a blasting agent using the compressor;
 - (ii) One-half of the full rate will be paid for the hours loading explosives which do not require the compressor, and/or when the Crew and drilling equipment are required by the Supervisor to remain on-site but are not able to work.
- (c) The Contractor shall promptly remove all unused, damaged or deteriorated explosives or detonating devices, and shall remove any undetonated explosives upon completion of the Work.
- (d) A blasting log recording the loading details, including a diagram of the blast pattern, and post-site examination must be available upon request at the blast site. Upon completion of the project, the blasting log, if requested, will be given to the Province.
- (e) The Contractor shall ensure that all Equipment and operations comply with the *Motor Vehicle Act*, the *Motor Carrier Act* and all other applicable Federal Acts, including the *Explosive Act (Canada)* and all Regulations pursuant to these Acts.
- (f) The Contractor shall:
 - (i) Provide all explosives and detonators at cost plus 10%. The cost shall include PST, but not GST, and
 - (ii) Submit to the Ministry copies of the supplier's invoice(s) for the explosive materials actually used on the project, to verify the Contractor's costs.
- (g) The Contractor shall use only rock-drilling and blasting techniques which minimize disturbance to forest resources and existing improvements, minimize fly rock and reduce the potential for landslides or slope instability.

PROCEDURES FOR COMPLETING AND USING THE EQUIPMENT RENTAL AGREEMENT

FS 21 Engineering Equipment Rental Agreement

- The FS21 may be used for one or more pieces of equipment owned by a particular supplier.
- The EES Client Number/Identifier field refers to existing MOFR Client Number or Key Identifier assigned in the BC Bid System.
- The equipment is listed in Clause 1(a) on the front page of the FS21 and on Schedule A if additional space is needed.
- Rates must be negotiated for each project and for each piece of equipment, using as a guideline the rates set out in the annual *Equipment Rental Rate Guide*, referred to as *the Blue Book* published by the B.C. Road Builders and Heavy Construction Association.
- If during a project, the Province requires a piece of equipment to be on standby, a new Schedule A is used to list the equipment and show the agreed-to standby rate (\$/hr). The Schedule A is dated, signed by both parties, and attached to the FS21.
- If during the life (term) of the FS21, a particular supplier wishes to add additional pieces of equipment to the list already provided and shown in clause 1(a), the additional equipment may be added to Schedule A.
- **The Worksite, Point of Hire, cost of Mobilization, and Demobilization, referred to in clause 3, are shown on the time cards. See Time Cards FS472 and FS472A for more details.**
- Clause 5 deals with termination of the agreement.
- Clause 6 simply describes that just because an agreement is signed, there is no obligation, by either party, to use the equipment listed in the agreement.
- Clause 10 describes payment for drilling and blasting operations and payment of explosive materials.

APPENDIX I

APPENDIX I

**FORESTS FOR TOMORROW (FFT) ACCESS
COMPLETION CERTIFICATE**

| | | |
|--|--|--|
| RECIPIENT NAME | | FILE NO. |
| FFT PROJECT NAME AND LOCATION | | PROJECT NO. |
| RECIPIENT'S ADDRESS | | |
| DESCRIPTION OF ROAD WORK (CHECK APPLICABLE BOXES) <input type="checkbox"/> ROUTINE SURFACE MAINTENANCE <input type="checkbox"/> ROAD FINAL SURFACE TREATMENT | | MINISTRY COST ESTIMATE FOR ROAD WORK (TO BE COMPLETED ONLY ON MOFR COPY OF THIS CERTIFICATE) |
| This is to certify that, as of _____, 20____, the work has been carried out to the Province's satisfaction in accordance with the FFT Access Procedures. | | |
| DATED THE _____ DAY OF _____, 20____. | | MINISTRY REPRESENTATIVE'S SIGNATURE |

1 COPY TO RECIPIENT; 1 COPY TO MOFR DISTRICT (INCLUDING COST ESTIMATE)