

DRAFT 2.1

These standards apply to all land-based activities funded under the Forest Investment Account (FIA). Additional standards specific to individual activities may be contained in separate FIA Activity Standards Documents.

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ARTICLE 1 DEFINITIONS AND INTERPRETATION

Definitions

1.01 In this document, the following words have the following meanings:

"Approved Plan" means a document that meets all requirements of the Forest Practices Code applicable to the scope of the plan, is

- (a) approved by a District Manager, and
 - i) where it contains specifications or standards for establishing or tending a forested area, is signed and sealed by an RPF,
 - ii) where it contains specifications or standards for an activity other than for establishing or tending a forested area, is signed by a Qualified Registered Professional,
 - iii) is a sustainable forest management plan, or;
- (b) is a watershed or restoration plan that has been reviewed and approved by government;

"District Manager" means the District Manager of the forest district of the Ministry of Forests within which a Work Area is located, and includes a person delegated or appointed by the District Manager to act on his or her behalf;

"Environmental Damage" means slumping or sliding of land, inordinate soil disturbance, or other significant damage to the environment, and for the purposes of this definition, the words "inordinate soil disturbance" and "significant damage" have

the meanings given to them in the Forest Practices Code;

"FIA Activity Standards Document" means a document issued by the Ministry of Forests containing requirements or specifications for the carrying out of a specific type of activity funded under the Forest Investment Account (FIA);

"FIA Standards" means the requirements or specifications contained in this document and in the FIA Activity Standards Documents;

"Forest Practices Code" means the *Forest Practices Code of British Columbia Act* and Regulations and Standards to that Act;

"Qualified Registered Professional" means a person who has appropriate education and experience to carry out a professional activity, is a member of or is licensed by a regulatory body in British Columbia that has the legislated authority to regulate its members or licensees performing the activity, and includes an RPF where the context so requires;

"Recipient" means a person, firm, partnership or corporation who is the recipient of funding from the Forest Investment Account to do specified Work and includes any Subcontractors to the recipient;

"Registered Professional Forester" or "RPF" means a professional forester registered with the Association of British Columbia Professional Foresters;

"Subcontractor" means a person, firm, partnership, or corporation subcontracting with a Recipient to perform a part or parts of the Work, or to supply

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products worked to a special design, but does not include one who merely supplies products not so worked;

"Work" means everything necessary to perform an activity funded under the Forest Investment Account, including but not limited to undertaking or providing all planning, permitting, administration, labour, supervision, materials, transportation, supplies, tools and equipment, and includes anything not expressly described but which is nevertheless necessary for the proper execution of the work;

"Work Area" means individual locations, forest stands, treatment units, standards units, or other particular areas or locations where Work is to be undertaken or any area of Crown Land occupied for purposes of the Work;

"Work Day" means every day of the week except Saturday, Sunday and statutory holidays;

"Work Plan" means a plan signed and sealed by a Qualified Registered Professional having at a minimum the contents specified in a FIA Activity Standards Document and that is not required to be approved by a District Manager.

Interpretation

- 1.02 A word defined in section 1.01 has the same meaning in a FIA Activity Standards Document.
- 1.03 Where a word or abbreviation which has a well known technical or trade meaning is used in a FIA Activity Standards Document, it has that recognized meaning.
- 1.04 The headings in this document and in a FIA Activity Standards Documents have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision.
- 1.05 Any reference to a FIA Standard, a manual or a form means a FIA Standard, manual or form published by or for the Province and includes every amendment to them and any FIA Standard, manual or form published from time to time in substitution for them or replacement of them.
- 1.06 An Approved Plan takes precedence over a FIA Standard.
- 1.07 Sections 2.09, 3.04, 3.06, 5.02, and 5.03 will, despite the completion of Work, remain and continue in full force and effect.

ARTICLE 2 STANDARDS OF PERFORMANCE

General

- 2.01 All Work must be performed to the FIA Standards applicable to the type of Work and in compliance with the laws of Canada and British Columbia applicable to the Work and the Work Area.
- 2.02 If a Recipient is unclear as to which FIA Activity Standards Document applies to the Work, the Recipient

must confirm the applicable standards with the provincial technical contact before commencing the Work.

- 2.03 Work must at all times be conducted with the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of activities similar to the Work.

- 2.04 Work may only be performed during biological and weather conditions appropriate to:

- (a) ensuring high efficacy of the Work,
- (b) ensuring the avoidance of Environmental Damage, and
- (c) limiting disturbance to other natural resources to within allowed tolerances.

Strategies and Plans

- 2.05 FIA funded activities must be consistent with the activities and priorities expressed in existing silviculture strategies and resource management plans.
- 2.06 A Recipient shall:
 - (a) not commence Work on a Work Area not having an Approved Plan for that area;
 - (b) before commencing Work, ensure that the Approved Plan for a Work Area is appropriate and specific to the silviculture activity he or she is planning to carry out on that Work area;
 - (c) ensure all actions meet or exceed the requirements and objectives of the applicable Approved Plan for each Work Area; and
 - (d) if at any time an Approved Plan appears unsuitable or not in compliance with the *Forest Practices Code*, particularly as a result of forest health factors, immediately suspend any portion of the Work affected by the unsuitable or non-compliant aspect of an Approved Plan, and inform the person responsible for the Approved Plan.
- 2.07 Where an Approved Plan does not contain a specification required by a FIA Activity Standards Document, the specification must be made in a Work Plan before Work commences on that activity and the Work must meet or exceed the specifications and standards of the Work Plan.
- 2.08 A Work Plan may not amend or substitute for a requirement that the Forest Practices Code requires to be in an Approved Plan.

Protection of Property and the Environment

- 2.09 A Work Area and adjacent property must be protected from damage, including Environmental Damage. The Recipient is responsible for any damage which may arise as the result of the Work, except damage which occurs as a result of:

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- (a) a requirement of a FIA Standard other than a requirement or specification contained in a Work Plan;
 - (b) an act or omission of the Province or a third party;
 - (c) performing the Work according to an operational plan, road deactivation prescription, or permit issued or approved in accordance with the Forest Practices Code;
 - (d) carrying out Work in accordance with the Forest Practices Code that has been exempted from a requirement to have an operational plan or road deactivation prescription;
 - (e) carrying out emergency road construction or modification on Crown land in accordance with the Forest Practices Code; or
 - (f) carrying out fire control or suppression in accordance with the Forest Practices Code.
- 2.10 If, due to weather conditions or site factors, proceeding with the Work may, directly or indirectly, cause Environmental Damage, a Recipient must:
- (a) immediately suspend the Work that may cause Environmental Damage;
 - (b) immediately advise the District Manager of the suspension and circumstances;
 - (c) not proceed with the Work until the District Manager so instructs; and
 - (d) upon the District Manager's instruction to proceed with the Work, do so in accordance with the instructions.
- 2.11 If a Recipient causes Environmental Damage while performing the Work the Recipient must:
- (a) immediately stop the Work in the area affected;
 - (b) prevent any further damage to the environment;
 - (c) immediately notify the District Manager; and
 - (d) take any remedial measures that the District Manager requires.
- 2.12 Work that has been stopped under section 2.11 may be resumed when:
- (a) it can be resumed without violating sections 2.09 and 2.11; and
 - (b) any remedial measures required under section 2.11 have been carried out to the satisfaction of the District Manager.
- 2.13 Work Areas must be kept free from any accumulation of waste products or debris resulting from the Work.

ARTICLE 3 ACCEPTABILITY OF WORK**Inspection by the Province**

- 3.01 The District Manager may inspect at any time, any Work performed.
- 3.02 Inspections conducted by the District Manager are for the sole benefit of the Province, and do not release the Recipient from the responsibility of providing quality control measures to assure that the Work complies with the FIA Standards.

Requirement to Notify the District Manager

- 3.03 In addition to the notification requirements in sections 2.10 and 2.11, a Recipient must immediately notify the District Manager whenever:
- (a) any contravention of the Forest Practices Code occurs or is observed, regardless of whether the Province or the Recipient holds ultimate responsibility; or
 - (b) a FIA Standard has not been met.

Non-compliance With FIA Standards

- 3.04 If, in the opinion of the District Manager, the Recipient fails to perform or fails to comply with any FIA Standard, the District Manager may do one or more of the following and the Recipient must comply:
- (a) require the Recipient to re-work, repair or clean up the area or phase of the Work;
 - (b) impose other protective or remedial requirements on the Recipient to deal with the alleged failure of compliance; or
 - (c) order the Recipient to stop the Work until the alleged failure of performance or compliance is satisfactorily dealt with.
- 3.05 These remedies are in addition to any other remedies available to the Ministry of Forests.
- 3.06 Should an area not be repaired or cleaned up to the satisfaction of the District Manager, the District Manager may repair or clean up the area and the Province may recover the costs by whatever means available to it.

ARTICLE 5 MISCELLANEOUS**Method of Measurement**

- 5.01 All linear and area measurements in a FIA Standard are measured on the horizontal plane.

Confidentiality

- 5.02 The Recipient must treat as confidential all material that has been produced or received by it as a result of the FIA Standards and not permit its disclosure without the Province's prior written consent except as required by applicable law, including the *Freedom of Information and Protection of Privacy Act*.

*(Continued)***Ownership**

- 5.03 Despite any Work or improvements on Crown land that may be performed or made by the Recipient, the sole ownership of all Work Areas and any improvements remains with the Province.
- 5.04 Any property provided by the Province to the Recipient:
- (a) is the exclusive property of the Province; and
 - (b) must be returned to the Province promptly upon the Province's request, in similar condition as when loaned except for normal wear and tear.

Recipient Status

- 5.05 Except as otherwise provided in a FIA Standard, the Recipient is not subject to the control of the Province in respect of the manner in which the Work is carried out.

5.06 The Recipient must not purport to commit the Province to the payment of any money to any person.

5.07 A FIA Standard shall not be construed to commit the Province to pay for any costs that may be incurred by the Recipient beyond those costs that are provided for under a FIA contract.

Subcontractors

5.08 A FIA Standard shall not be construed in any way so as to create any direct or indirect contractual relationship between the Province and a Subcontractor.

5.09 The actions of a Subcontractor engaged to carry out any of the Work shall, with respect to the Work, be deemed to be the actions of the Recipient.

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