



**FOREST SERVICE ROAD
MAINTENANCE AGREEMENT**
For a Non-Industrial User
To Carry out Maintenance Works



File: 11250-32/5694
11250-32/8354

Date: July 6, 2011

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of British Columbia
As represented by the Minister of Forests, Lands and Natural Resource Operations
Metro Vancouver-Squamish District
101-42000 Loggers Lane
Squamish, British Columbia
V8B 0H3
("the Ministry")

AND

Pemberton Valley ATV Club
PO Box 12
Pemberton, British Columbia
V0N 2L0
("the Contractor")

WHEREAS:

- A. The Minister of Forests, Lands and Natural Resource Operations has the authority, pursuant to the *Forest Act*, to maintain forest service roads.
- B. During the term of this agreement, the contractor has a non-exclusive right to use the road, and shall not limit the use of the road by others and shall not charge a fee of other users.
- C. The parties wish to enter into a contract for certain Works to be carried out on a forest service road as described below ("the Works").

ACCORDINGLY, the parties agree as follows:

1. Location

- 1.01 The Works shall be carried out at the location ("the Location") described either below or on an attached map:

Haylmore Creek Forest Service Road FSR5694.01 from Station 0+000 to 20+000
Blackwater Creek Forest Service Road FSR8354.02 from Station 0+000 to 7+156

2. Works

- 2.01 The Works to be carried out at the Location shall be maintenance works. See Schedule A.
- 2.02 The Contractor shall carry out the Works in such a manner that the condition of the Location, including (but not necessarily limited to) the road prism, bridges, and culverts shall, during the Term (as hereinafter defined), always remain in a condition equal to or better than the condition of the Location before the Works are commenced.
- 2.03 The Contractor shall carry out the Works in a manner consistent with Ministry of Forests, Lands and Natural Resource Operations legislation and regulations in force at the time of the work, and as amended from time to time.

3. Term of the Contract

- 3.01 The Contractor shall carry out the Works during the following term (“the Term”):

July 6, 2011 to July 5, 2016

- 3.02 Either party, on two (2) weeks’ notice may terminate this contract and the other party shall have no action against the terminating party for damages arising from the termination.

4. Notice of Commencement and Completion

- 4.01 The Contractor shall, before commencing the Works, give at least five days written notice of its intent to do so to the District Manager, or such other person as the District Manager shall designate in writing.
- 4.02 The Contractor shall, when the Works are completed or at the end of the term (whichever comes sooner), forthwith notify the District Manager, or such other person as the District Manager shall designate in writing.

5. Safety

- 5.01 The Contractor shall ensure that all WorkSafeBC safety requirements with respect to road construction and maintenance are followed during the Term.
- 5.02 The Contractor shall comply with any reasonable directions from the District Manager (or such other person as the District Manager shall designate in writing) with respect to matters of safety concerning the Works.

6. Indemnities

- 6.01 The Contractor must indemnify and save harmless the Ministry and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Ministry or employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the Contractor or by any of its agents, employees, officers, directors, or subcontractors in providing the Services.

6.02 The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain with insurers licensed in British Columbia and in forms and amounts acceptable to the Ministry, Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury and property damage. The Ministry is to be added as an additional insured under this policy and the policy will be endorsed to provide the Ministry with thirty days written notice of cancellation or material change. The Contractor has provided a Certificate of Insurance which is attached to this agreement.

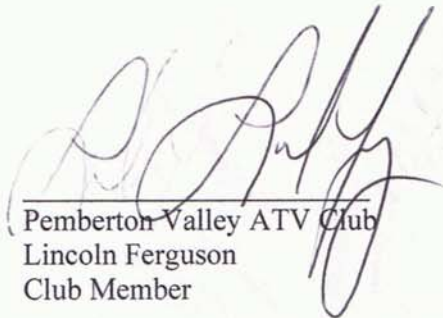
7. Ownership of Improvements

7.01 Unless otherwise agreed to before the commencement of the Works, all improvements installed by the Contractor on the Location shall become and shall remain the property of the Ministry.

8. Suspension of the Works

8.01 The District Manager may suspend all or part of the Works for any period of time if the District Manager is reasonably of the view that doing so is necessary to provide for the safety of those carrying out the Works, the safety of those who are or will be travelling on the Location, or the integrity of the Location itself.

Signatures


Pemberton Valley ATV Club
Lincoln Ferguson
Club Member



Digitally signed by Dave Southam
DN: cn=Dave Southam, o=Ministry
of Forests, Lands and Natural
Resource Operations, ou=Metro
Vancouver Squamish District,
email=Dave.Southam@gov.bc.ca,
c=CA
Date: 2011.09.19 11:42:20 -07'00'

Dave Southam, RPF
Resource Manager
Metro Vancouver-Squamish District

**FOREST SERVICE ROAD
MAINTENANCE AGREEMENT
SCHEDULE A**

Attached to Agreement dated July 6, 2011

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Maintenance works for the *Haylmore Creek and Blackwater Creek* Forest Service Roads.

Maintenance works as appropriate to be carried out as listed below, or specified as other works:

1. **Brushing** of the forest service road clearing width, with all brush material cuttings being removed from inlets of drainage structures and ditches.
2. **Grading** of the road surface to restore and maintain the road's shape, so water is shed off. Grading activity shall not result in removal of surfacing material from the road, or the creation of berms along the shoulders of the road.
3. **Snow ploughing** operations are not to result in the removal of surface material from the road. Ploughing shall provide sufficient widening to facilitate the passing of expected vehicle traffic.
4. **Cross ditches and water bars** to be maintained, or re-established upon completion of operations unless otherwise approved by the District Manager.
5. **Drainage system** – maintain drainage system so as to be fully functional.
Note: The replacement of any structures such as culverts or bridges requires the prior approval of the District Manager.
6. **Other Works, As Specified:**

Removal of small slides off the Haylmore Creek and Blackwater Creek Forest Service Roads.