

B.C. MINISTRY OF TRANSPORTATION
SA 15 - LOCAL AREA SPECIFICATION #2
McLURE FERRY

1. DEFINITIONS

1.1 For the purpose of these Local Area Specifications, the following Definitions, in addition to those in the Agreement, shall apply

- (a) **“B.C.G.E.U.”** means The British Columbia Government Employees Union.
- (b) **“Buildings”** means all of the buildings and structures situated on the Site.
- (c) **“Dock”** means the platform utilized in loading and off-loading vessels; including the Reaction Ferry together with any and all tie-up docks and landings.
- (d) **“Employees”** means those employees of the Province, being members of the BCGEU, currently working at the Site and any and all new employees hired by the Contractor during the term of this Agreement. Currently there are employed two seasonal full time employees and three auxiliary employees hired as a replacement, as relief for holiday and sick time and additional assistance when required.
NOTE: One full time seasonal employee will be taking the Early Retirement Incentive Package and one auxiliary will be 65 years of age in spring 2004 so the Contractor is not required to offer them employment.
- (e) **“Equipment”** means all chattels owned by the Province situated on the Site and used in connection with the maintenance and operation of the Reaction and the Ferry Facility.
- (f) **“Ferry Facility”** means the Buildings and Grounds, fixtures and Equipment situated on the Site and used in connection with the Operation of the Reaction Ferry, and in particular, without restriction, those referred to in Appendix “A”.
- (g) **“Ferry Maintenance and Operations Manuals”** means those certain manuals prepared by the Province to provide assistance and direction in connection with the operation of the Reaction Ferry and the Ferry Facility and include, without restriction

- CSA specifications for ‘Passenger Ropeways’;

- The Province's 'Specification of Cleaning, Re-lubricating, Non-destructive Testing and Reporting'
- The Province's Reaction Ferry Maintenance and Operations Manuals;

The Manuals can be accessed through the following Internet address:

http://www.th.gov.bc.ca/BCHighways/operations/marine/marinepubs/marine_pubs.

Additional site specific detailed specifications and instructions on the maintenance and operation of the Reaction and Aerial ferries is available to the Contractor at appropriate District Office. This additional information is considered part of the Ferry Maintenance and Operations Manual.

- (h) **“Final Condition Survey”** means a survey of the composition and condition of the Reaction Ferry, the Ferry Facility and Equipment on the Site to be carried out as determined by the Province within thirty days prior to the termination of this Agreement.
- (i) **“Grounds”** means the land surrounding the Buildings, the Docks and Ramps and includes the Parking Lot and any access roads to the Site.
- (j) **“Initial Condition Survey”** means a Survey of the composition and condition of the Reaction Ferry, the Ferry Facility and Equipment on the Site to be carried out as determined by the Province within thirty days following the execution of this Agreement.
- (k) **“Main Span Wire Rope”** means the large steel-braided cable which is connected to a Tower on each side of the river within the Site and to which the Reaction Ferry is attached.
- (l) **“Movable Ramp”** means a ramp that is moved by raising one or more spans capable of being raised, turned, lifted or slid from its normal vehicular and/or pedestrian service location to provide for the passage of vessels.
- (m) **“Parking Lot”** means that part of the Grounds utilized for the parking of motor vehicles.
- (n) **“Ramp”** means a movable wedge shaped extension of the roadway that slopes from ground level up to another level such as onto the ferry apron, which is constructed of wood, steel or is a stationary concrete running surface that extends into the water and abuts a Dock or apron.
- (o) **“Reaction Ferry”** means the vessel located at the Site which is constructed using two steel pontoons placed parallel to each other and having a timber deck over steel bridging, connected to the Main Span Wire Rope which utilizes the river's current to propel itself from one side of the river to the other.

- (p) **“Site”** means the location where the Reaction Ferry is operated and includes the land upon which the Ferry Facility and the Towers are situated.
- (q) **“Towers”** means the two steel constructed frameworks that support the Main Span Wire Rope which are anchored into the ground on each side of the River within the Site.

2. EMPLOYMENT OF BCGEU MEMBERS

- 2.1 The Contractor shall, immediately following execution of this Agreement offer to hire all Employees at their respective present positions (**see NOTE in Definitions 1.1 d) Employees**).
- 2.2 The Contractor shall, when offering employment to the Employees, utilize the form attached hereto as Appendix “F” in determining which Employees decidedecide to accept or reject the offer of employment by the Contractor. The Contractor shall deliver completed copies of the same to the Province.
- 2.3 Prior to offering employment to new Employees, the Contractor shall undertake a Criminal Record Check of all prospective employees and shall hire only those individuals whose background would make them fit for employment.

3. AMENDMENTS TO FERRY MAINTENANCE AND OPERATIONS MANUAL

The Province shall be at liberty at any time and from time to time to amend the provisions of the Ferry Maintenance and Operations Manuals and upon doing so it shall so advise the Contractor in writing of the amendments made thereto. The Contractor shall at all times comply with all of the provisions of the Ferry Maintenance and Operations Manuals as revised from time to time.

4. DOCK AND RAMP MAINTENANCE

The Contractor shall at all times ensure that the Docks and Ramps are maintained in keeping with the provisions of Appendix “B” entitled “Dock and Ramp Maintenance”.

5. REACTION FERRY MAINTENANCE

The Contractor shall at all times ensure that the Reaction Ferries are maintained in keeping with the provisions of Appendix “C” entitled “Reaction Ferry Maintenance”.

6. REACTION FERRY OPERATION

The Contractor shall at all times ensure that the Reaction Ferries are operated in keeping with the provisions of Appendix “D” entitled “Reaction Ferry Operation”.

7. FERRY FACILITY MAINTENANCE

The Contractor shall at all times ensure that the Ferry Facility is maintained in keeping with the provisions of Appendix "E" entitled "Ferry Facility Maintenance".

8. EQUIPMENT MAINTENANCE

The Contractor shall ensure that at all times the Equipment is maintained to their present condition or better and in keeping with the provisions of the Maintenance and Operation Manuals. Any Equipment utilized in connection with the maintenance of the Grounds, including, lawnmowers, chainsaws and weed cutters, shall be properly stored and maintained in order to ensure that they are at all times in proper working order. Equipment on the Reaction Ferry, without limitation, outboards and electrical equipment shall likewise be maintained and tested frequently in order to ensure that the same will be available if and when required. Any Equipment that becomes dysfunctional or uneconomical to repair shall be replaced by the Contractor with Equipment of similar or better quality than that found at the Initial Condition Survey and such replaced Equipment shall become the property of the Province.

9. INITIAL AND FINAL CONDITION SURVEYS

The Contractor shall arrange, at its cost, for both an Initial Condition Survey and a Final Condition Survey to be carried out by a qualified surveyor as approved by the Province. In the event the Final Condition Survey determines that any or all of the Reaction Ferry, Docks, Ramps, Movable Ramps, associated components and the Equipment is not in the same or better condition than it was at the time of the Initial Condition Survey, then repairs and replacement shall be completed and the Contractor shall bear the cost of the same.