

**SPECIFICATION 12 – ROADSIDE, ROAD SURFACE, NOXIOUS AND
FOREST UTILITIES SITE SPRAYING**

**CONTRACT JOB SPECIFICATIONS
FOR
ROADSIDE, ROAD SURFACE,
NOXIOUS AND FOREST UTILITIES SITE SPRAYING**

Dated 8th May 2001

APPROVED	FORESTRY MANAGER	DATE:
-----------------	-------------------------	--------------

Agreement made the _____ day of _____ 20 __

BETWEEN

- 1 **PAN PAC FOREST PRODUCTS LIMITED** a duly incorporated company having its registered office at Napier (with its successors and assigns called “the Company”)

- 2 _____
 (“The Contractor”)

RECITALS

- A** The Company and the Contractor have entered into an Agreement relating to the appointment of an Independent Contractor dated
- the _____ day of _____ 20 __
- (“The Contract for Services”)
- B** The Company requires the Contractor to complete a particular class of work or works pursuant to the Contract for Services, the specific terms and conditions of which the parties now wish to record.

IT IS HEREBY AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Agreement, words and expressions used shall have the same meanings as ascribed thereto in the Contract for Services unless expressly varied herein.
- 1.2 “Contract for Services” means the Contract for Services referred to in Recital A including any additions, variations or amendments thereto.
- 1.3 “Job Specification” means the job specification(s) as detailed in this Agreement and shall include any Contract Note or Prescription relating to such Job Specification.
- 1.4 “Working Block” means the defined area of forest or forests.
- 1.5 “Stand” means a defined area of forest in which all trees were planted in the same year.
- 1.6 “Stratum” means an area of stand or part stand that is to be assessed.

2 EFFECT OF THIS AGREEMENT

The provisions of this Agreement and any Contract Note issued pursuant to this Agreement shall form part of and shall be read with the Contract for Services and such provisions shall have the same force and effect as if they were set out in the Contract for Services so that a default under this Agreement or any Contract Note, Purchase Order or Prescription issued pursuant to this Agreement shall be deemed to be also a default under the Contract for Services.

3 THE DETAILS OF THE JOB SPECIFICATION ARE AS FOLLOWS

ROADSIDE, ROADSURFACE, NOXIOUS AND FOREST UTILITIES SITE SPRAYING

1. OBJECTIVE

The objective of roadside spraying is to remove specified weed species alongside roads and maybe firebreaks and may also involve the spraying of culverts and water tables to remove vegetation to maintain water control. Road surface spraying is to protect the metal cover by controlling vegetation.

Noxious weed spraying is targeted control of specified weeds as required by legal requirements and to limit spread within the forests of aggressive and invasive weed species as thought necessary by Pan Pac Forest Products Ltd.

Forest Utilities site spraying includes the spraying of weeds around dams, road signs, building margins, tracks, water points, mowing edges and fence lines.

Herbicide will be applied in a safe and effective manner with due regard to the environment. It is the policy of Pan Pac Forest Products Ltd, to ensure the safe, responsible, accurate and effective application of herbicide in all operations.

2. ALLOCATION OF WORKING BLOCK

- 2.1) The Company will from time to time during the continuance of this agreement allocate to the Contractor a working block to be sprayed. The working block may consist of a road or a series of roads, stands or forestry utility sites. The Contractor will thereafter proceed in a proper and workman like manner with the Spraying Operation.
- 2.2) At any time changes or a new prescription may be administered to a block by the Company as a new prescription.

3. COMPANY'S RESPONSIBILITIES

The Company shall supply the Contractor with, prior to commencement of work at the working block:

- 3.1) The Company will provide:
 - A map, photograph or description of the working block
 - Prescription
 - Area or Roads to be treated
 - Access points (if required)
 - Restrictions
 - Known hazards
 - Sensitive boundaries
 - POAC
- 3.2) A list of target weeds to be sprayed and the herbicide mixing rates and water rates to be used for each working block or target weed and method of application.
- 3.3) A contract note of purchase order specific to that working block.
- 3.4) The company has the right to stop any operation for any reason if thought necessary.
- 3.5) Suitable water collection points will be marked or locations listed.

- 3.6) Material Safety Data Sheets of the herbicides to be used will be provided at the start of each season.
- 3.7) A herbicide Balance Sheet.
- 3.8) Herbicide will be supplied as per prescription.
- 3.9) Daily weather recording form.

4. CONTRACTOR RESPONSIBILITIES

- 4.1) The contractor must be a current Registered Chemical Applicator if they are using mechanised gear, otherwise they must hold an Advance Growsafe Certificate and only use a knapsack sprayer and a certified person must be on site at all times.
- 4.2) It is the responsibility of the Spraying Contractor to ensure that they comply with this job specification, company Forest Ops handbook, Environmental Guidelines and NZS 8409:1999 The Code of Practice for the Management of Agrichemicals.
- 4.3) The Contractor shall supply qualified operators to specifications as detailed in NZS 8409:1999 The Code of Practice for the Management of Agrichemicals and legal requirements.
- 4.4) The contractor is responsible for all mixing and shall ensure that contamination of the mixing site will not occur and wherever possible shall be located in a low environmental risk site located away from waterways and water control structures.
- 4.5) Equipment the Contractor shall use shall be in sound working order and be decontaminated and calibrated prior to starting on the block with all nozzles supplying the required volume and spray pattern.
- 4.6) The Contractor shall supply a completed POAC for each working block completed or at the end of each month, whichever occurs first.
- 4.7) The Contractor shall supply the required herbicide usage report and weather data information for each block.
- 4.8) The Contractor shall store and transport herbicide in their control to the standard as required in NZS 8409:1999 The Code of Practice for the Management of Agrichemicals and company guidelines.
- 4.9) The Contractor shall ensure that water points used for water supply are not contaminated with herbicide.
- 4.10) The Contractor will ensure damage to any crop trees is avoided or minimised where damage cannot be avoided. Any damage to any trial area or site shall be avoided and is not acceptable.
- 4.11) The Contractor shall supply and use road signs as described in the Forest Operations Handbook, when spraying on roads or roadsides. Explanation marks and inserts stating spraying in progress and herbicide will be used from both lines of approach.

5. WEATHER CONDITIONS WHERE SPRAYING MAY BE CARRIED OUT

The Contractor is responsible for checking weather conditions. In consultation with the Co-ordinator, the Contractor will ensure spraying is carried out within the following parameters:

- 5.1) Relative humidity > 40%
- 5.2) Wind Speed < 10 kilometres per hour
- 5.3) Temperature < 20°C
- 5.4) Fog / inversions nil fog and inversion

Weather will be recorded as detailed:

Air temperature, relative humidity, wind speed and wind direction is to be measured and recorded immediately prior to commencing spraying, at each change in location and immediately on ceasing spraying. The weather data will be linked back to the areas or roads being sprayed.

6. MIXING SITES

Mixing sites will be identified in Consultation with the co-ordinator and where possible, mixing sites shall not be located near watercourses where there is a risk of herbicide spillage polluting the watercourse. If this is unavoidable, steps should be taken to ensure that any spillage will be contained within the mixing area until clean-up can be carried out.

7. HERBICIDE PROCEDURE

- 7.1) The type of herbicide and rate for mixing for the operation shall be specified in the Prescription for that working block.
- 7.2) The mixing of chemical at the end of the day or in marginal conditions shall be done in such a way so as to minimise the amount of mixed chemical that has to be carried over from day to day. Many chemical mixes used cannot be carried from day to day and those that can often settle and require consideration agitation to get back into mixture.
- 7.3) Concentrated chemicals should not be mixed together, but should be mixed into solution first.
- 7.4) To mix the herbicide the mixing tank should be half filled with water and then the concentrated herbicide can be added with agitation, then the tank is filled with water. Powder or granule herbicides may need to be mixed into a slurry prior to being poured into the mixing tank.
- 7.5) Spray marker dye if required should be added after all other mixing has been completed and the backpack or tank has all its water added.

8. SAFETY

It is the responsibility of the Contractor to ensure the operation is carried out in a safe manner. The Contractor shall discontinue the operation if operating conditions are unsafe.

- 8.1) Handling of chemicals will be carried out in accordance with the NZS 8409:1999 The Code of Practice for the Management of Agrichemicals and legal requirements.
- 8.2) **Chemical Label**
Those mixing the chemicals shall read and/or show an understanding of the chemical label.
- 8.3) **Food and Water Containers**
Under no circumstances are food and drink containers to be used for measuring or storing chemicals.
- 8.4) **Protective Equipment**
 - a) People spraying but not involved with mixing or handling the concentrated chemical MUST wear:
 - i) Waterproof leggings (PVC type) if contamination is likely.
 - ii) Rubber steel capped boots

- iii) Gloves (rubber or PVC)
 - iv) Long sleeved shirt or overalls (sleeves must not be rolled up and must be clean at the start of each day).
- b) People handling the concentrated chemicals for mixing **MUST** use the safety equipment below:
- i) Face shield or safety glasses, plus a dust mask when using powdered chemicals.
 - ii) Gauntlet type gloves made of PVC or neoprene.
 - iii) Overalls – clean at the start of the day (sleeves must not be rolled up)
 - iv) PVC leggings
 - v) Full length apron
 - vi) Rubber /PVC steel capped boots
- c) It is the Contractor's responsibility to ensure that all protective clothing is clean, in good condition and to replace any work clothing.

8.5) **Washing Facilities**

Soap, towels, clean water (not water used for spraying) **MUST** be available at all times. Operators shall wash hands and face before eating, drinking and smoking. Washing water shall be kept separate from drinking water.

9. **ACCIDENT SPILL PROCEDURE**

A spill kit (containing a shovel, absorbent material and a heavy plastic bag with ties), to contain a spill of at least 50 Litres will be carried by the Contractor when ever they are transporting or using any herbicide.

The Spill Kit (containing absorb material for 50L, bags, ties and a shovel) is to be used on all spills of chemical. The absorbent material is to be spread so as it covers the entire spill area and then, once the spill has been absorbed, scraped up and placed in a labelled bag stating whether or not it was a concentrate or diluted mix. The used absorbent material can then be forwarded to the local Coordinator for disposal. The Forestry Coordinator must be notified of any spill as soon as possible.

In the event of a significant spill the procedure detailed in NZS 8409:1999 The Code of Practice for the Management of Agrichemicals can be used and the Environmental Incident plan in the Environmental Guidelines and an Enviromental incident form must be completed.

10. **CHEMICAL CONTAINER RESIDUES**

10.1) **Triple Rinsing**

When the container is empty, place several litres of water into the bottom, agitate, tip residue into the appropriate receptacle and repeat two more times. Containers returned must have no traces of dye – inside or out.

- a) No chemical containers are to be left at the working site after a spray operation. All containers must be returned to the point of original collection.
- b) All 20L containers and less must be triple rinsed, caps cleaned and replaced and returned for recycling. Care must be taken not to damage the container, damage or remove the label or place a foreign chemical in the container, as the container will not be recyclable.

- c) All containers larger than 20 litres are recyclable and do not require to be triple rinsed. They should be plugged and returned to the point of collection.
- d) Containers must be returned to the local Coordinator so they may be returned to the manufacturer for recycling.

11. RECORD OF WORK

The Contractor shall keep an accurate record of the area worked and the hours worked for a working block. The contractor shall record all chemical used on a working block on the chemical Balance Sheet provided in as much detail as possible so the Company is able to charge the actual herbicide used to individual roads. All records including weather data and POAC's shall be passed onto the Forestry Coordinator at the completion of the working block or each monthly pay period.

12. PAYMENT

Payment shall be made on either the area completed for rated work or the hours worked for unrated work. No payment shall be made unless a Contract note or a Purchase Order for the work has been signed and approved by the Company prior to the date the Coordinator is to receive the monthly measure up data.

When invoicing from a Purchase Order quote the Purchase Order number and pass all invoices to the local Coordinator.

13. QUALITY CONTROL

The Company shall carry out inspection of all work carried out by the Contractor as detailed in the Herbicide Post Operation Checklist.

In any areas not meeting the standard of the Company the Contractor may be asked to rework the area.

For reworks the Company shall pay for chemical but not application.

In instances where excessive quantities of herbicide are used the Contractor may be charged for the over use of herbicide.

14. LEGISLATION

All Roadside Spraying operations in Pan Pac Forests shall comply with:

- a) Pac Pac Forests, Forest Operations Handbook and Environmental Guidelines .
- b) NZS:8409-1999 The Code of Practice for the Management of Agrichemicals.
- c) The label on the chemical packaging of all chemicals used.
- d) Legal requirements.

IN WITNESS WHEREOF these parties have executed this Job Specification

ROADSIDE OR ROADSURFACE SPRAYING

on the day and in the year written above.

SIGNED for and on behalf PAN PAC FOREST PRODUCTS LIMITED

BY

EXECUTED by the Contractor _____)

in the presence of _____)

_____ Witness' Name

_____ Witness' Occupation

_____ Witness' Address