

**WESTERN FOREST DISTRICT
STANDING TIMBER TENDER 2021-22**

**Tender Closing Date:
October 29, 2021**

The Department of Environment, Energy and Climate Action; Forests, Fish & Wildlife Division invites tender submissions for *standing timber* at various public land properties in the Western Forest District. Tenders will be accepted on a lump sum basis only. A variety of harvesting prescriptions may be included in this tender package including block harvest, patch harvest, strip harvest, commercial thinning, or other harvest treatments as prescribed.

Detailed information and tender forms are available from the Western District Forestry office or the Provincial Forest Tenders web site (www.princeedwardisland.ca/foreststenders). Tenders will be received until **1:00 P.M., October 29, 2021**. All envelopes must be clearly marked "**Standing Timber Tender 2021-22; Western Forest District**" and must be delivered to the **Western District Forestry office in Wellington Centre**.

Hon. Steven Myers,
Minister of Environment, Energy and Climate Action

Western District Office
40 Hackmatack Road
Wellington, P.E.I.
COB 2E0
Phone: (902) 854-7260

HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED

**TENDERING INSTRUCTION FOR STANDING TIMBER
WESTERN DISTRICT 2021-22**

1. Tenders must be received at the **Western District Forestry Office, Wellington** no later than **1:00 P.M. October 29, 2021** in envelopes clearly marked "**Standing Timber 2021-22: Western District**". Late tenders will not be considered.
2. All tenders must be made on the official tender forms provided by the Department of Environment, Energy and Climate Action and shall include all the requested information. **For some treatments it may be necessary for the Government to pay the Contractor to have the work completed.**
3. All tenders must be on a lump sum basis either paid to Government or paid by Government as per the attached tender form. Unit price tenders (price per cord) will be considered invalid. **Note: A variety of harvesting prescriptions may be included in this tender package including block harvest, patch harvest, strip harvest, commercial thinning, or other harvest treatments as prescribed.** Before submitting your bid, ensure that you review the description of the treatment prescription for each area.
4. All sections of the official tender form must be completed. **Partially completed tenders will be considered invalid.**
5. Individuals or companies with outstanding accounts with the Forests, Fish and Wildlife Division of the Department of Environment, Energy and Climate Action in the form of contract payments, penalties, or check-off payments shall not be eligible to tender on any new contracts. Tenders submitted by ineligible contractors will not be accepted. For the purposes of this clause, harvesting contractors or sawmills which are in good standing (i.e. paid in full) as of March 31, 2021 are eligible.
6. All harvesting contractors and sawmills utilized in the cutting of this timber must be registered to operate legally in Prince Edward Island as a Sole-Proprietorship, or as a Corporation (ie. must have a valid listing under either the Corporate Registration list or the Extra-Corporate Registration list of the Corporations Division of the Province of Prince Edward Island).
7. For this current fiscal year, contractors or sawmills submitting a tender for this specific tender offering will be documented on a tender contact list. They will be invited to submit a tender on any additional standing timber tenders that might be offered in the Western District during the fiscal year identified on this tender document (*up to March 31st, 2022).
8. In the event of identical price tenders, the parties involved in submitting these tenders shall be requested to re-tender at a price equal to or higher than their first tender. With the exception of determining the placement order of the companies that submitted identical tenders, the results of their retender shall not alter the order of other tender bids.
9. Tendered amounts must reflect fair compensation for the wood based on a comparison by Department of Environment, Energy and Climate Action Provincial Forest staff with current prices being paid for stumpage for wood of a similar quality and quantity and also taking into consideration the treatment type from which the wood is to be removed.

10. A ten percent (10%) **Bid Deposit** of the total tendered amount payable to Government is required. This deposit must be in the form of a **money order** or **certified cheque** and is to be made payable to the **MINISTER OF FINANCE**. One cheque or money order can be used to cover all bid deposits. This 10% bid deposit, or the portion that is applicable to a successful tender offered to the bidder, whichever is lesser, will be forfeited to the Province should a successful bidder fail to enter into a contract if a contract for one or more of the tenders is offered to them.

11. Refer to “**Schedule A**” for STANDING TIMBER TENDER SUMMARY; refer to “**Schedule B**” for STANDING TIMBER AGREEMENT SPECIFICATIONS; refer to “**Schedule C**” for STANDING TIMBER AGREEMENT SPECIFICATIONS ADDITIONAL TREATMENT INSTRUCTIONS.

SCHEDULE "A"

**WESTERN DISTRICT
STANDING TIMBER TENDER SUMMARY 2021-22**

Location	Job #	PID #	Treatment Type	*Est. Total Area (ha)
Central Kildare	W2021-22: No.1	14985	Block Harvest (A, B)	2.5
St. Lawrence	W2021-22: No.2	2220	Block Harvest (A, B, C)	4.9
Hebron	W2021-22: No 3	59089	Block Harvest (A, B)	1.7
Derby	W2021-22: No 4	59402	Block Harvest (A)	5.6
Higgins Road	W2021-22: No 5	266718	Block Harvest (A)	2.3
Harmony	W2021-22: No 6	24349	Block Harvest (A)	1.2
St. Nicholas	W2021-22: No 7	399998 & 399980	Block Harvest (A, B, C)	4.8
Millvale	W2021-22: No 8	235390	Block Harvest (A, B, C, D)	3.0
Brookvale	W2021-22: No 9	225458	Commercial Thin (A, B)	2.3
			Total:	28.3 Ha

- Please see additional treatment instructions provided for all job numbers (included in schedule "C" with tender maps).

**TENDER FORM
STANDING TIMBER- WESTERN DISTRICT 2021-22**

I _____ of _____

Hereby submit a tender(s) for the following "Standing Timber" as listed in the Contractor Bid Form on the following page:

NOTE: *All product harvested on each site will belong to the Contractor, provided that full payment has been received for **all** parcel numbers on which the Contractor is the successful bidder.*

For some treatments it may be necessary for the Contractor to submit a bid higher than the value of the wood. If completing the treatment will cost more than the Contractor is prepared to pay for the wood, a negative number should be shown in the Contractor Bid Form attached. A negative number in the Contractor Bid Form will represent the amount of money the Contractor expects to receive from Government to complete the prescribed treatment.

A ten percent (10%) bid deposit on the total tendered amount payable to Government is required. This deposit must be in the form of a **MONEY ORDER OR CERTIFIED CHEQUE** and is to be made payable to the **MINISTER OF FINANCE**. Tender price is not to include H.S.T. but if applicable will be subject to H.S.T. at time of contract signing. This 10% bid deposit or the portion that is applicable to a successful tender offered to the bidder, whichever is lesser, will be forfeited to the Province should a successful bidder fail to enter into a contract if a contract for one or more of the tenders is offered to them.

10% BID DEPOSIT \$ _____

SIGNATURE: _____

ADDRESS: _____

PHONE #: _____

AMOUNT OF CHECKOFFS PAID IN 2020: \$ _____

AMOUNT OF TIMBER HARVESTED IN 2020: _____ CORDS

AMOUNT OF TIMBER TO BE HARVESTED IN 2021: _____ CORDS

TENDER CLOSING DATE: Tenders must be received at the Western District Forestry Office in Wellington by **1:00 P.M., October 29, 2021.**

HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Contractor Bid Form
(To be submitted with Tender Form)

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Central Kildare	14985	W2021-22: No.1	A	2.1		
			B	0.4		
			Total	2.5		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
St. Lawrence	2220	W2021-22: No.2	A	1.3		
			B	0.1		
			C	3.5		
			Access			
			Total	4.9		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Hebron	59089	W2021-22: No.3	A	1.0		
			B	0.7		
			Total	1.7		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Derby	59402	W2021-22: No.4	A	5.6		
			Total	5.6		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Higgins Road	266718	W2021-22: No.5	A	2.30		
			Total	2.3		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Harmony	24349	W2021-22: No.6	A	1.20		
			Total	1.2		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
St. Nicholas	399998 399980	W2021-22: No.7	A	1.52		
			B	1.62		
			C	1.68		
			Total	4.8		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Millvale	235390	W2021-22: No.8	A	0.2		
			B	0.5		
			C	0.9		
			D	1.4		
			Access			
			Total	3.0		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Brookvale	225458	W2021-22: No.9	A	1.0		
			B	1.3		
			Total	2.3		

Note: Several properties have more than one harvest block (component) identified within one job number. However, only the "Total Job # Tender Price (\$)" will be considered in determining the placement order of the tenders received.

SAMPLE ONLY (To be completed by successful bidder)

THIS AGREEMENT made this _____ day of _____, 2021.

BETWEEN: GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the
Minister of Environment, Energy and Climate Action.

(Hereinafter referred to as "Government")

AND: _____ of _____

In _____ County, Province of _____

(Hereinafter referred to as the "Contractor")

(STANDING TIMBER CONTRACT - WESTERN DISTRICT)

WHEREAS Government wishes to engage the services of the Contractor to carry out harvesting on government owned properties under the supervision of the Forests, Fish and Wildlife Division Provincial Forest officers;

AND WHEREAS the Contractor has agreed to provide Government with these services on certain terms and conditions;

NOW THEREFORE the parties agree that the terms and conditions of their relationship are as follows:

COVENANTS OF THE CONTRACTOR AND GOVERNMENT

1. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Standing Timber Agreement specifications, Western 2021-22 in Schedules "A", "B" and "C" (the "work") in a manner satisfactory to Government.
2. Subject to the termination clause, the term of this Agreement shall commence on the _____ of _____, 2021, and shall terminate upon the satisfactory completion of the work which shall not be later than Dec.31, 2022.
The Contractor agrees to limit the harvesting period to that defined in Schedule "B" or as instructed by a Provincial Forest Technician.

SAMPLE ONLY (To be completed by successful bidder)

PAYMENTS, RECORDS AND ACCOUNTS

3. Payments under this Agreement shall be as follows:

- (a) The tender payment by the Contractor under this Agreement shall be for a total lump sum amount on a per property basis as indicated in the table below for the property referred to in Table 1 (hereinafter referred to as the “property”).

Table 1

JOB#	LOCATION	PARCEL #	TENDER PRICE (\$)
TOTAL TENDERED AMOUNT			

NOTE: All products harvested on each site will belong to the Contractor, provided that full payment has been received for **all** parcel numbers on which the Contractor is the successful bidder.

For some treatments it may be necessary for the Contractor to submit a bid higher than the value of the wood. If completing the treatment will cost more than the Contractor is prepared to pay for the wood, a negative number should be shown in the table below. A negative number in the table below will represent the amount of money the Contractor expects to receive from Government to complete the prescribed treatment.

- (b)
 - (i) Payment by the Contractor shall be made upon the signing of the Agreement.
 - (ii) If the Government is required to pay the Contractor, payment will be made within 60 days of receipt of an invoice. This payment shall be subject to the satisfactory completion of the specified work in accordance with Schedules A, B, & C and the 2018 Ecosystem-Based Forest Management Standards Manual.
- (c) The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made including the invoices, receipts and vouchers. The accounts and records shall, at all times, be open to audit and inspection by the authorized representatives of Government (who may make copies thereof and take extracts there from) and the Contractor shall afford all facilities for the audits and inspections and shall furnish Government and its authorized representatives with all information as it may require. The Contractor

SAMPLE ONLY (To be completed by successful bidder)

shall not, without the consent of Government, dispose of the accounts and records but shall preserve and keep the same available for audit and inspections at any time.

- (d) The Contractor may be required to make further payments to Government in accordance with Schedule "B" attached hereto.

CONDITIONS AND RECORDS OF EMPLOYMENT

- 4. (a) It is understood that the Contractor will act as an independent contractor and that he is entitled to no other benefits whatsoever than those received under this Agreement.
- (b) It is further understood that entry into this Agreement will not result in the appointment or employment of the Contractor as an officer, clerk or employee of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
- 5. (a) It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to check-offs, sales taxes, Income Tax, Canada Pension Plan, Unemployment Insurance, Worker' Compensation assessments, or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the work to be performed under this Agreement.
- (b) It shall be the sole responsibility of the Contractor to comply with all Federal, Provincial and Municipal legislation(s) which may have application to the work being performed under this Agreement.
- (c) The Contractor, before undertaking any work under this Agreement shall provide to Government a clearance certificate issued by the Workers Compensation Board.
- 6. Government shall provide such support, guidance, direction, instruction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and direct the activities of the Contractor.

SAMPLE ONLY (To be completed by successful bidder)

TERMINATION OF AGREEMENT

7. Government may terminate this Agreement or any part of it without reason at any time by a notice in writing, signed by or on behalf of Government and either delivered to the Contractor or mailed, addressed to the last known place of business of the Contractor. Upon the delivery or mailing of the notice, this Agreement shall be determined to have ended, in which event the Contractor shall have no claim against Government under this Agreement, except to be reimbursed on a pro rata basis pursuant to and in accordance with the tender price set out in paragraph 3, for the work yet to be performed after the expiration of the notice, and such payment to the Contractor shall take into account all firm commitments made by the Contractor prior to the receipt of the notice and in respect of which commitments the Contractor is liable for payment, less the amount of any payments by Government.

CONFIDENTIALITY AND COPYRIGHT

8. Any and all information rendered available to the Contractor shall be treated as confidential information and the Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this Agreement, any information, knowledge or data gathered as a result of the performance of this Agreement, unless the written consent of Government is first obtained or unless the information, knowledge or data is of general availability to the members of the public. The Contractor agrees that all documents, goods, computer systems, designs or programs, submitted or prepared by the Contractor under this Agreement are the property of Government and the copyright therein vests in Government.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

9. Any information provided in this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to the release of any information in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act, supra*.
10. The Contractor, whose work for Government involves the collection or use of personal information, is subject to the *Freedom of Information and Protection of Privacy Act, supra*. Personal information may not be released to any third party or unauthorized individual.

SAMPLE ONLY (To be completed by successful bidder)

INDEMNIFICATION AND ASSUMPTION OF LIABILITY

11. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

12.
 - (a) The Contractor agrees to maintain liability insurance providing not less than \$2,000,000 coverage and shall add Government as a named insured.

 - (b) The policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, blanket contractual liability, and 30 days' notice of cancellation to the insured and Government.

 - (c) The policy required by this Agreement shall be in a form and with insurers satisfactory to Government. A certified copy of the policy shall be delivered to Government prior to execution of the Agreement. Default of delivery or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this agreement.

ENTIRE AGREEMENT

13. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.

14. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.

15. This Agreement, including the Schedules, constitutes and expresses the entire Agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.

SAMPLE ONLY (To be completed by successful bidder)

IN WITNESS WHEREOF the parties thereto have duly executed these presents as of the day and year above written.

SIGNED, SEALED & DELIVERED

In the presence of:

SIGNED, SEALED & DELIVERED

In the presence of:

GOVERNMENT OF PRINCE ISLAND

As represented by Field Services Manager,
Forests, Fish and Wildlife Division,

Dept. of Environment, Energy and Climate Action

Government

Contractor

SAMPLE ONLY (To be completed by successful bidder)

SCHEDULE "B"

**STANDING TIMBER AGREEMENT SPECIFICATIONS
WESTERN DISTRICT 2021-22**

CONTRACT BETWEEN GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the
Minister of Environment, Energy and Climate Action AND _____
DATED THE _____ DAY OF _____, 2021.

Definitions:

Basal area means the area in square metres per hectare of the cross section at breast height of all trees within the harvest area.

Coarse woody material means recently downed woody material with an average diameter of at least 10 cm retained to create microhabitats for a variety of plant and animal species.

Unless otherwise specified in the tender description for that cut harvest block, a **legacy tree** means a standing live tree with a height of at least 10 metres and a diameter at breast height of at least 18 cm or a standing dead tree or snag with a height of at least 2 metres and a diameter at breast height of at least 18 centimetres or, where sufficient larger stems are not available, of at least 10 cm. be retained to establish vertical stand structure to enhance wildlife use of the harvest area and/or to enhance wildlife diversity. Unless otherwise specified in the harvest description, the preference for legacy tree retention shall be shade tolerant conifer trees including white pine, red spruce, eastern hemlock, and eastern white cedar and deciduous trees including yellow birch, sugar maple, white ash, black ash, red oak, and red maple.

The Contractor shall, in accordance with the terms and conditions of the Agreement, including schedules:

1. A minimum **72hour** notification period is required before starting any treatment on any given property, the contractor must advise the Provincial Forest technician responsible for that treatment area of the date and time when the treatment will be commenced. In addition, within 72 hours of the termination of the harvest, the Contractor shall advise the Provincial Forest technician for the harvest area of the date and time when the harvest is completed. Provincial Forest Technicians reserve the right to specify the window of time that the treatment will be permitted to be carried out. If the Contractor has any questions or concerns prior to the start or during the completion of a treatment, they are encouraged to contact a Provincial Forest Technician for clarification and instruction.

SAMPLE ONLY (To be completed by successful bidder)

2. Salvage and remove the merchantable wood from the site *in the manner described by Provincial Forest technicians for that Job*, with the least amount of damage to the lands and roads on the property.
3. Repair any damage caused to the lands and the roads during the removal of wood from the property.
4. Through the selection of appropriate harvest, extraction timing, load size of porters, and placement of slash for extraction trails, ensure that rutting of harvest sites is avoided. In the event that rutting or other damage that channels water flow occurs, implement erosion control measures to stop the erosion process. Provincial Forest technicians may specify brush mat layering or route selection to further minimize rutting.
5. Conform to Government's Ecosystem-Based Forest Management Standards Manual 2018 in respect to the various harvesting prescriptions but ensure the provisions of Schedule "B" and "C" are achieved.
6. Ensure that stumps are cut to less than 15 cm (6 in.) in height, unless tree form makes this impossible and then, stumps must be cut as close to the ground as sound silvicultural practice allows.
7. Ensure the retention of at least 200 pieces of coarse woody material per hectare and twelve (12) to fifteen (15) legacy trees per hectare.
8. With the exception of *standing* trees left to meet wildlife, *coarse woody material*, and *legacy tree* provisions of Government's Ecosystem-Based Forest Management Standards Manual 2018 and quality trees left to meet basal area requirements, ensure that all hardwoods (except poplar) be salvaged to at least 6.4 cm (2.5 in.) minimum top diameter outside bark, small end; softwoods to be salvaged to 8.9 cm (3.5 in.) minimum top diameter outside bark, small end; poplars to be salvaged to 12.5 cm (5.0 in.) minimum top diameter outside bark, small end.
9. With the exception of *standing* trees left to meet wildlife, *coarse woody materials*, and *legacy tree* provisions of the Ecosystem-Based Forest Management Standards Manual 2018 and quality trees left to meet basal area requirements, ensure that all non-merchantable trees are directionally felled and bucked into sections of a maximum length of 4.0 m (13.1 feet) and all live trees above 1.0 m (3.3 feet) in height are felled unless otherwise specified.

SAMPLE ONLY (To be completed by successful bidder)

10. With the exception of *standing* trees left to meet wildlife, *coarse woody materials*, and *legacy trees* provisions of the Ecosystem-Based Forest Management Standards Manual 2018 and quality trees left to meet basal area requirements, operate in accordance with the following penalties which shall be applied for the following improper harvesting or retention practices by the Contractor:

Improper Harvesting Practices:

- (a) Large tops - fifty cents (\$.50) for each 2.4 m (eight (8) foot) bolt with small end diameter outside bark equal to or larger than specified in clause 8 of Schedule "B"; in excess of twenty-five (25) per hectare (10 per acre).
- (b) High stumps - fifty cents (\$.50) for each stump in excess of average height of 15 cm (six (6) inches) or as specified in clause 6 of Schedule "B".
- (c) Merchantable standing trees - one dollar (\$1.00) each for all trees left standing that measure 3.6 m (twelve (12) feet) in height or 11.5 cm (four and one half (4.5) inches) or greater in diameter measured at 1.4 m (four and one half (4.5) feet) from ground level, other than those required for wildlife trees as specified in Government's Ecosystem-Based Forest Management Standards Manual 2018 as specified in clause 8 of Schedule "B", and quality trees left to meet basal area requirements.
- (d) Non-merchantable standing trees - fifty cents (\$.50) for each non-merchantable standing tree left standing other than those required for wildlife trees as specified in Government's Ecosystem-Based Forest Management Standards Manual 2018 as specified in clause 9 of Schedule "B", and quality trees left to meet basal area requirements

Improper Retention Practices:

- (e) Coarse woody material - fifty cents (\$.50) for each piece of coarse woody material below the required 200piece minimum standard specified in Clause 7 of Schedule "B".
- (f) Legacy Tree - \$100.00 per legacy tree for each legacy tree below the minimum standard and the species selection specified in Clause 7 of Schedule "B".
- (g) Basal area - \$100 for each square metre of basal area below the minimum specified. Standard specified in Clause 8 of Schedule "B" and the cut description.

SAMPLE ONLY (To be completed by successful bidder)

11. As stated in the L'neuey consultation response to the management plan relating to each specific harvest property; "If anything of cultural significance should happen to come to light during the implementation of the proposed activities, it is assumed that all activities will be halted until proper care and consideration can be undertaken." If anything is discovered, the Forest Officer responsible for this harvest site must be contacted immediately.
12. Unless otherwise established in writing, ensure all harvesting and wood removal is to be completed no later than Dec.31st, 2022 or the Contractor shall forfeit said contract. In the event that a different date is established in writing in the tender package, all harvesting and wood removal is to be completed by that date or that Contractor shall forfeit the harvested wood *left on site after _____, 2022. In addition, a penalty of \$100 per cord shall be assessed for each cord of harvested round wood that is left on site after _____, 2022.*
13. Ensure that all trees marking the perimeter of the harvesting area, including those as corner posts, shall be left standing.
14. Agree to suspend all work further to this Agreement upon receiving verbal or written notice to that effect from a Forest Technician or Forester employed with the Department of Environment, Energy and Climate Action.
15. To avoid potential disturbance to nesting birds, no harvesting or extraction of harvested wood shall occur on the properties during the period of **May 15th to July 15th**.

When applicable:

16. (a) The contractor shall provide payment to Government in the amount of one hundred (100) percent of the tender price, within ten (10) days of verbal notice that the bid(s) has been accepted. If full payment is not received within this ten (10) day period, the commercial cut(s) will be offered to the next acceptable bidder.
(b) Government shall provide payment within 60 days of receipt of an invoice. This payment shall be subject to the satisfactory completion of the specified work in accordance with Schedule "B" and "C", and the Ecosystem-Based Forest Management Standards Manual 2018 and the terms of this Agreement.
17. Waive and renounce all claim to the above described wood unless removed on or before the date designated in paragraph 11 hereof and pay the prescribed penalty for leaving harvested wood on the property.

SAMPLE ONLY (To be completed by successful bidder)

18. Acknowledge that any wood stolen or taken off the property after the signing of this Agreement is not the responsibility of Government.
19. Acknowledge that the Contractor is allowed on the property for the purposes of carrying out the work only.
20. Acknowledge that the Contractor is required to fully comply with all terms and conditions of this Agreement including the Schedules. In the event that the Contractor does not fully comply, Government shall carry out the remaining necessary work and tender an invoice to the Contractor for the cost of such work. The Contractor shall pay the amount of the invoice to Government within 60 days of receipt of the invoice. If the invoice is not paid within 60 days, Government may at its option, file with the Supreme Court of Prince Edward Island a judgment against the Contractor for the outstanding payment.

SCHEDULE "C"
 STANDING TIMBER AGREEMENT SPECIFICATIONS
ADDITIONAL TREATMENT INSTRUCTIONS

WESTERN DISTRICT – 2021-22

JOB W2021-22: No.1

Property Number: 14985
 Location: Central Kildare
 Treatment: Block Harvest
 Total Area: 2.5 Ha
 Harvest Area: 2.5 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest A (blowdown)	2.1	
Block Harvest B	0.4	
Total Harvest Area	2.5 Ha	

Access

- Access to Harvest Block A is from the Birch Grove Rd.
- Access to Harvest Block B is **through private land. Extreme care** is to be taken not to damage the road in any way. Haul wood on this road under appropriate weather conditions.

General Harvest

Harvest Block A

- Harvest Block A is a LA blowdown plantation from the 2019 hurricane.
- Harvest standing and fallen LA.
- Retain all standing hardwoods.
- Rutting is not permitted. Harvest under appropriate weather conditions (e.g. frozen ground with minimal snowpack to see fallen wood or summer/fall dry ground conditions)

Harvest Block B

- Retain any hardwoods
- Retain any existing snags

JOB W2021-22: No.2

Property Number: 2220

Location: St. Lawrence

Treatment: Block Harvest

Total Area: 5.3 Ha

Harvest Area: 4.9 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest A	1.3	
Block Harvest B	0.1	
Block Harvest C	3.5	
Total Harvest Area	4.9 Ha	

Access

- Access to the site is via the Cemetery Rd. Wood can be stockpiled in the field.
- There is a culvert accessing the field from the highway.
- Be aware that the culvert is on a blind hill/turn so proper precautions are to be taken to **mitigate a traffic collision** when haul trucks are entering/exiting the field.

General Harvest

- Retain all standing hardwoods or individual trees flagged in red. Protect any white ash and elm on-site; some may be smaller regeneration approximately 2-3 m tall or taller.
- Retain all existing snags.
- **Rutting is not permitted.** Harvest under appropriate weather conditions (e.g. frozen ground and snowpack).
- Keep harvesting and wood hauling tight to each other just in case weather and site conditions change and the crossing site cannot be used.
- The main haul routes are to be frozen-in.

Temporary Watercourse Crossing

- A temporary watercourse crossing is required to access Block Harvest C. It will be a temporary log bridge. The Contractor is to construct it. The Environment Permit provides a schematic. The Permit forms part of this contract and Permit conditions are to be followed for construction and use of the crossing.
- Approaches and slopes to the crossing site are to be heavily brush matted to prevent mineral soil exposure.
- The log structure is to be hauled out upon completion of operations.
- Should weather or site conditions change that may create potential for exposed soils on the crossing approaches or slopes to the crossing **OPERATIONS ARE TO STOP IMMEDIATELY!** Operations can only resume once appropriate site conditions are again restored.

JOB W2021-22: No.3

Property Number: 59089

Location: Hebron

Treatment: Block Harvest

Total Area: 1.9 Ha

Harvest Area: 1.7 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest A	1.0	
Block Harvest B	0.7	
Total Harvest Area	1.7 Ha	

Access

- The access is via a public right-of-way. This road is well used (daily) by local fisherman as there is a boat launch here. Please respect local road use when loading and hauling wood.
- The field to the south on the property can be used as a stockpile area if necessary; however, do not block parking area of local fishermen.

General Harvest

- Harvest under frozen ground conditions or heavy snowpack – rutting is not permitted
- Retain white ash regeneration or trees. Some are flagged in red.
- Retain all red maple, cedar, and large poplar trees. Some are flagged in red.
- Retain existing dead or dying snag trees where possible.
- For Harvest Block B – minimize damage to planted and natural trees in the ‘field area’ accessing the harvest area during wood extraction.

JOB W2021-22: No.4

Property Number: 59402

Location: Derby

Treatment: Block Harvest

Total Area: 5.6 Ha

Harvest Area: 5.6Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest A (blowdown)	5.6	
Total Harvest Area	5.6 Ha	

Access

There is a culvert, landing, and woods road accessing the site from the highway.

General Harvest

- This is a LA blowdown plantation from the 2019 hurricane.
- Harvest standing and fallen wood.
- Retain all standing hardwoods.
- The site is very wet along the north and east harvest boundary.
- Keep harvest machine and porter **5m away** from the north and east boundary (machine-free-zone). The machine-free-zone is not flagged.
- **Rutting is not permitted.** Harvest under appropriate weather conditions (e.g. frozen ground with minimal snowpack to see fallen wood or summer/fall dry ground conditions)

JOB W2021-22: No. 5

Property Number: 266718

Location: St-Chrysostome /Higgins Road

Treatment: Block Harvest –Hurricane Dorian Windfall of 1988 larch plantation.

Harvest Area: 2.30 ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest Stand A	2.3	
Total Harvest Area	2.3 Ha	

Access

This property can be accessed via the new culvert from the Higgins Road (Route 11). Harvesting must be timed to prevent any damage to the road and culvert (dry or frozen).

General Harvest

- Please fell trees into the blocks to prevent damage to trees outside the various block edges.
- Leave all hardwoods standing (red maple, white birch, white ash, etc.) with the exception of incidentals required to be removed to provide reasonable access for harvest operations. (*All Manitoba maple are to be removed from the site.)
- Any changes to access points for extraction must be cleared with the Provincial Forest Technician responsible for the harvest.
- Leave all flagged block boundary trees standing.
- Leave any flagged trees within the block (red or fluorescent green) standing. This tree or group of trees was identified to have significant value to wildlife or as a seed source.
- Retain any wind-firm large poplar for future wildlife values.
- Retain existing large-diameter snag trees for wildlife trees.
- Rutting is not permitted.
- The harvest of trees in a portion adjacent to the wetland is permitted in the attached Buffer Zone Activity Permit. All permit details must be adhered to.
- Block boundaries are flagged in blue ribbon. Access routes have been flagged with pink ribbon. The property boundary has been flagged with orange ribbon in locations where deemed necessary.

IMPORTANT!!!: The harvest and movement of the harvested larch from the property is subject to the **“Canadian Food Inspection Agency” (CFIA) regulations** regarding **European Larch Canker** disease spread.

1.6 Regulated Areas for the European Larch Canker

The province of Prince Edward Island, specific areas of Prince County. Specifically the northeast boundary beginning at the Northwest at Higgins Wharf Road to highway number 128 then east to highway number 2 then north to highway number 132 and continuing northeast to route number 12 then south to Mill Creek on route number 12 and a southeast and west boundary

beginning at Borden highway number 1 and continuing to highway 1A then northwest to Travellers Rest Road continuing west along highway number 2 to St. Eleanors and then north to North St. Eleanors. For any questions related to the regulated areas, please contact the CFIA.

2.2 Domestic Movement Requirements

2.2.2 Propagative and Non-propagative Material with Bark from Regulated Areas of Canada
Propagative (excluding seed) and non-propagative material with bark listed in Section 1.4 may not be transported to or moved within Canada from regulated areas to non-regulated areas of Canada.

2.2.3 Non-propagative Material Without Bark from Regulated Areas of Canada

A Movement Certificate is not required for the movement of non-propagative material of *Larix* spp. and *Pseudolarix* spp. from regulated areas.

******It is the Contractor's responsibility to adhere to all regulations concerning European Larch Canker. Information included in this tender document is intended to inform contractors of the restricted area and regulations but is not intended to be complete or free of error. Any questions, clarification or requests for additional information regarding the regulations should be directed to CFIA.***

JOB W2021-22: No. 6

Property Number: 24349

Location: Harmony

Treatment: Block Harvest.

Harvest Area: 1.20 ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest Stand A	1.2	
Total Harvest Area	1.2 Ha	

Access

Access is off the Harmony Line Road (Route 128). **NOTE:** The woodlot road is also included in the ROW of the West Cape Windfarm “Power-Line Corridor”. The location for wood landings and extraction routes must be approved for “**safety**” reasons prior to beginning harvesting.

“IMPORTANT” GENERAL PROPERTY SAFETY INFORMATION!: Maritime Electric representatives have been consulted regarding operations adjacent to the high-voltage powerline. A **minimum clearance of 20’** from equipment is recommended for safety. Booms must be laid “flat” on the top of loads when crossing under the power line. Felling adjacent to the line must be completed by equipment (not hand-felled). Maritime Electric will be available to be consulted and can be contacted to deal with any problem trees that present safety issues to the Contractor.

General Harvest

- Please fell trees into the harvest block to prevent damage to trees outside the various block edges.
- Leave all hardwoods standing (red maple, white birch, white ash, etc.) with the exception of incidentals required to be removed to provide reasonable access for harvest operations.
- Any changes to access points for extraction must be cleared with the Provincial Forest Technician responsible for the harvest. This includes the landing area for the wood.
- Leave all flagged block boundary trees standing.
- Leave any flagged trees within the block (fluorescent green or red) standing. This tree or group of trees was identified to have significant value to wildlife or as a seed source.
- Retain any wind-firm large poplar for future wildlife values.
- Retain existing large-diameter snag trees.
- Harvesting should be timed to prevent any damage to the road and culvert (dry or frozen).
- **Rutting is not permitted.**
- This property contains an established Trail used by the Public. The routes of the trail have been identified with pink on the harvest map. Process trees so that brush is not left on the trails. Do not haul along the trails but cross them at one location at a 90-degree

angle between harvest blocks to prevent trail damage. Be aware; this woodlot may be utilized by the public for recreational activities.

Block boundaries are flagged in blue ribbon. Access routes have been flagged with pink ribbon. The property boundary has been flagged with orange ribbon in locations where deemed necessary.

JOB W2021-22: No. 7

Property Number: 399998, 399980

Location: St-Nicholas (Old St. John Road)

Treatment: Block Harvest

Total Harvest Area: 4.82 ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest Stand A	1.5	Property 399998
Block Harvest Stand B	1.6	Property 399980 Larch plantation windfall
Block Harvest Stand C	1.7	Property 399998
Total Harvest Area	4.8 Ha	

Access

Access to the harvest site is on the Old St. John Road off Route 11. The access is marked in pink flag tape from the road to the cut block A on the north side of road and to cut block C on the south side (approximately 200 meters from road to cut block C). All wood is to be piled to keep the Old St. John access road open. This road is utilized by the public for recreation and by private landowners for access to their properties.

General Harvest

- Please fell trees into the blocks to prevent damage to trees outside the various block edges.
- Leave all hardwoods standing (red maple, white birch, white ash, etc.) with the exception of incidentals required to be removed to provide reasonable access for harvest operations.
- Any changes to access points for extraction must be cleared with the Provincial Forest Technician responsible for the harvest.
- Leave all flagged block boundary trees standing.
- Leave any flagged trees within the block (red or fluorescent green) standing. This tree or trees was identified to have significant value to wildlife or as a seed source.
- Retain any wind-firm large poplar for future wildlife values.
- Retain existing large-diameter snag trees.
- **Rutting is not permitted.**
- Stand A and C are natural stands and Stand B is a 1990 eastern larch/white pine plantation with windfall. To keep all healthy eastern white pine in stand B for seed tree and timber/diversity value.
- There is a 15 metre wildlife corridor between stand A and stand B. To remove only windfall trees.
- The access from the road to stand C is flagged in pink. To harvest the extraction corridor leaving the pink ribbons on the trees on the right and harvest the trees to the left of the pink flags only.

- Harvest cut Block boundaries are flagged in blue ribbon. Access routes have been flagged with pink ribbon. The property boundary has been flagged with orange ribbon in locations where deemed necessary. There is some windfall from Hurricane Dorian.
- **The harvest of the larch in stand B and the movement of the harvested larch from the property is subject to the regulated CFIA protocols regarding European larch Canker disease spread - see below.**

IMPORTANT!!! The harvest and movement of the harvested larch from the property is subject to the **“Canadian Food Inspection Agency” (CFIA) regulations** regarding **European Larch Canker** disease spread.

1.6 Regulated Areas for the European Larch Canker

The province of Prince Edward Island, specific areas of Prince County. Specifically the northeast boundary beginning at the Northwest at Higgins Wharf Road to highway number 128 then east to highway number 2 then north to highway number 132 and continuing northeast to route number 12 then south to Mill Creek on route number 12 and a southeast and west boundary beginning at Borden highway number 1 and continuing to highway 1A then northwest to Travellers Rest Road continuing west along highway number 2 to St. Eleanors and then north to North St. Eleanors. For any questions related to the regulated areas, please contact the CFIA.

2.2 Domestic Movement Requirements

2.2.2 Propagative and Non-propagative Material with Bark from Regulated Areas of Canada

Propagative (excluding seed) and non-propagative material with bark listed in Section 1.4 may not be transported to or moved within Canada from regulated areas to non-regulated areas of Canada.

2.2.3 Non-propagative Material Without Bark from Regulated Areas of Canada

A Movement Certificate is not required for the movement of non-propagative material of Larix spp. and Pseudolarix spp. from regulated areas.

*****It is the Contractor’s responsibility to adhere to all regulations concerning European Larch Canker. Information included in this tender document is intended to inform contractors of the restricted area and regulations but is not intended to be complete or free of error.**

JOB W2021-22: No.8

Property Number: 235390

Location: Millvale

Treatment: Block Harvest

Harvest Area: 3.0 ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest A	0.2	
Block Harvest B	0.5	
Block Harvest C	0.9	
Block Harvest D	1.4	
Access		
Total Harvest Area	3.0 Ha	

Access

- The western end of the “one-lane” Smith clay road will be trimmed to provide reasonable truck access to the property entrance.
- Trees at the entrance to the woodlot from the clay road have been cut to allow for widening the entrance for tractor trailers to enter the woodlot road if required. (The harvested at the entrance is the property of the successful contractor. It is the contractor’s responsibility to widen the travel surface at the woodlot road entrance to allow truck access.)
- A proposed area to turn around trucks has been identified at the 45-degree angle on the woodlot road. Pink ribbons identify the approximate location for the trucks to back in and turn. It is the contractor’s responsibility to clear this turnaround, if required.

General Harvest

- Please fell trees into the blocks to prevent damage to trees outside the various block edges.
- Leave all hardwoods standing (red maple, white birch, white ash, etc.) with the exception of incidentals required to be removed to provide reasonable access for harvest operations.
- Any changes to access points for extraction must be cleared with the Provincial Forest Technician responsible for the harvest.
- Leave all flagged block boundary trees standing.
- Leave any flagged trees within the block (fluorescent green or red) standing. This tree or group of trees was identified to have significant value to wildlife or as a seed source.
- Retain any large poplar for future wildlife values.
- Retain existing snag trees whenever possible to help meet requirements.
- Rutting is not permitted.
- Harvest Blocks C & D so no erosion issues are created. (These Blocks are located adjacent to the buffer zone for a tributary to the Trout River.)

Block boundaries are flagged in blue ribbon. Access routes have been flagged with pink ribbon. The property boundary has been flagged with orange ribbon in locations where deemed necessary.

JOB W2021-22: No.9

Property Number: 225458

Location: Brookvale

Treatment: Commercial Thinning

Harvest Area: 2.2 ha

Harvest Site	Area (Ha)	Contractor Notes
Commercial Thinning A	1.0	White Pine plantation
Commercial Thinning B	1.3	White Pine plantation
Total Harvest Area	2.3 Ha	

Access

Access to Blocks A & B is via the woodlot road from Rt.#13. (The opening at the entrance to the woodlot road has been used as a landing for harvested wood in the past.)

General Harvest

- This commercial thinning must follow all requirements of the “Ecosystem-Based Forest Management Standards Manual”.
- Remove rows to provide openings for extraction trails. Thin between the rows to meet basal area and density requirements for the stands.
- Favour trees with the best form to be left standing. Target trees for removal that exhibit poor form or insect and disease damage.
- Leave all hardwoods standing (red maple, white birch, white ash, etc.) with the exception of incidentals required to be removed to provide reasonable access for harvest operations.
- Any changes to access points for extraction must be cleared with the Provincial Forest Technician responsible for the harvest.
- Leave all flagged block boundary trees standing.
- Leave any flagged trees within the block (red or fluorescent green) standing. This tree or group of trees was identified to have significant value to wildlife or as a seed source.
- Retain any large poplar for future wildlife values.
- Rutting is not permitted.
- NOTE: There are no incentives paid for the completion of Commercial Thinning on Public Land.

Block boundaries are flagged in blue ribbon. Access routes have been flagged with pink ribbon. The property boundary has been flagged with orange ribbon in locations where deemed necessary.