

**EASTERN FOREST DISTRICT  
BLOCK HARVEST (SALVAGE) TIMBER TENDER 2022-23**

**Tender Closing Date:  
October 31, 2022**

The Department of Environment, Energy and Climate Action; Forests, Fish & Wildlife Division invites tender submissions for *block harvest (salvage) timber* at various public land properties in the Eastern Forest District. Tenders will be accepted on a lump sum basis only.

Detailed information and tender forms are available from the Eastern District Forestry office or the Provincial Forest Tenders web site ([www.princeedwardisland.ca/foreststenders](http://www.princeedwardisland.ca/foreststenders)). Tenders will be received until **1:00 P.M., October 31, 2022**. All envelopes must be clearly marked "**Block Harvest (Salvage) Timber Tender 2022-23; Eastern Forest District**" and must be delivered to the Eastern District Forestry office in Southampton PEI.

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

Eastern District Office  
2580 Cardigan Road  
St. Peters Bay, P.E.I.  
COA 2A0  
Phone: (902) 961-7296

**HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

**TENDERING INSTRUCTION FOR BLOCK HARVEST (SALVAGE) 2022-23  
EASTERN DISTRICT**

1. Tenders must be received at the Eastern District Forestry Office, Southampton no later than **1:00 P.M. October 31, 2022** in envelopes clearly marked "**Block Harvest (Salvage) Timber Tender 2022-23; Eastern Forest 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 forms. Unit price tenders (price per cord) will be considered invalid. 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, 2022 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 (i.e. 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 Eastern District during the fiscal year identified on this tender document (\*up to March 31<sup>st</sup>, 2023).
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 BLOCK HARVEST (SALVAGE) TIMBER TENDER SUMMARY; CONTRACTOR TENDER FORM1 and 2; BLOCK HARVEST (SALVAGE) TIMBER SAMPLE CONTRACT; “**Schedule B**” for BLOCK HARVEST (SALVAGE) TIMBER AGREEMENT SPECIFICATIONS; and “**Schedule C**” for BLOCK HARVEST (SALVAGE) TIMBER AGREEMENT SPECIFICATIONS ADDITIONAL TREATMENT INSTRUCTIONS.

## SCHEDULE "A"

### BLOCK HARVEST (SALVAGE) TIMBER TENDER SUMMARY AND TENDER FORMS 2022-23 EASTERN DISTRICT

Location	Job #	PID #	Treatment Type	*Est. Total Area (ha)
Murray Harbour	E2022-23: No1	630293	Block Harvest (Salvage) A (2.3 ha), B (3.6 ha)	5.9
Southampton	E2022-23: No2	120584	Block Harvest (Salvage) A (1.9 ha), B (7.0 ha)	8.9
Selkirk (Aberdeen Rd)	E2022-23: No3	143990	Block Harvest (Salvage) A (2.0 ha), B (0.75 ha)	2.75
St Teresa	E2022-23: No4	123596	Block Harvest (Salvage) A	3.0
Dromore	E2022-23: No5	129932, 184358	Block Harvest (Salvage) A (3.1 ha), B (2.8 ha)	5.9
St Peters Lake (MacEwen Rd)	E2022-23: No6	177956	Block Harvest A	2.75
			<b>Total:</b>	<b>29.2</b>

- Please see **Additional Treatment Instructions** provided for all job numbers (included in **Schedule "C"** with tender maps).

## CONTRACTOR TENDER FORM 1

### BLOCK HARVEST (SALVAGE) TIMBER 2022-23 EASTERN DISTRICT

I \_\_\_\_\_ of \_\_\_\_\_

Hereby submit a tender(s) for the following "Block Harvest (Salvage) 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 2021:      \$ \_\_\_\_\_

AMOUNT OF TIMBER HARVESTED IN 2021:      \_\_\_\_\_ CORDS

AMOUNT OF TIMBER TO BE HARVESTED IN 2022:      \_\_\_\_\_ CORDS

**TENDER CLOSING DATE:** Tenders must be received at the Eastern District Forestry Office in Southampton by **1:00 P.M., October 31, 2022.**

**HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

**CONTRACTOR TENDER FORM 2**  
**(To be submitted with Tender Form 1)**

**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.

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Murray Harbour	630293	E2022-23: No.1	A	2.3		
			B	3.6		
			<b>Total</b>	<b>5.9</b>		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Southampton	120584	E2022-23: No.2	A	1.9		
			B	7.0		
			<b>Total</b>	<b>8.9</b>		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Selkirk (Aberdeen Rd)	143990	E2022-23: No3	A	2.0		
			B	0.75		
			<b>Total</b>	<b>2.75</b>		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
St Teresa	123596	E2022-23: No.4	A	3.0		
			<b>Total</b>	<b>3.0</b>		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
Dromore	184358, 129932	E2022-23: No.5	A	3.0		
			B	2.8		
			<b>Total</b>	<b>5.8</b>		

Location	PID #	Job #	Component	Area (Ha)	Component Price (\$)	Total Job # Tender Price (\$)
St Peters Lake (MacEwen Rd)	177956	E2022-23: No.6	A	2.75		
			<b>Total</b>	<b>2.75</b>		





**BLOCK HARVEST (SALVAGE) TIMBER SAMPLE CONTRACT 2022-23  
EASTERN DISTRICT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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")

**BLOCK HARVEST (SALVAGE) TIMBER CONTRACT - EASTERN 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 Block Harvest (Salvage) Timber Agreement specifications, Eastern 2022-23 in Schedules "A", "B", "C", and D (the "work") in a manner satisfactory to Government.
2. Subject to the termination clause, the term of this Agreement shall commence on the \_\_\_\_\_ of \_\_\_\_\_, 2022, and shall terminate upon the satisfactory completion of the work which shall not be later than Dec.31, 2023.  
The Contractor agrees to limit the harvesting period to that defined in Schedule "C" or as instructed by a Provincial Forest Technician.

### **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, and 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 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.

#### **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.

#### **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.

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 EDWARD ISLAND

Forests, Fish and Wildlife Division,

Dept. of Environment, Energy and Climate Action

---

Government

---

Contractor

## SCHEDULE "B"

### BLOCK HARVEST (SALVAGE) TIMBER AGREEMENT SPECIFICATIONS 2022-23 EASTERN DISTRICT

CONTRACT BETWEEN:

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

AND

\_\_\_\_\_ DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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.

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.

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.
11. As stated in the L'nuey 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.31<sup>st</sup>, 2023 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 \_\_\_\_\_, 2023. In addition, a penalty of \$100 per cord shall be assessed for each cord of harvested round wood that is left on site after \_\_\_\_\_, 2023.*
  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 15<sup>th</sup> to July 15<sup>th</sup>**.

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.
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"

### BLOCK HARVEST (SALVAGE) TIMBER AGREEMENT SPECIFICATIONS ADDITIONAL TREATMENT INSTRUCTIONS 2022-23 EASTERN DISTRICT

#### JOB E2022-23: No.1

Property Number: 630293

Location: Murray Harbour

Treatment: Block Harvest (Salvage)

Harvest Area: 5.9 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest (Salvage) A	2.3	
Block Harvest (Salvage) B	3.6	
<b>Total Harvest Area</b>	<b>5.9 Ha</b>	

#### Harvest Boundary

- **NOT ALL BOUNDARIES OF THE SALVAGE HARVEST BLOCKS HAVE BEEN FLAGGED**  
(Where deemed necessary, flagging will be completed by the Provincial Forest Technician responsible.)

#### Access

- Access is via the Abney Rd.
- The Contractor is responsible for harvesting an 8-meter strip marked in the center of the property for the construction of a forest road.
- Road right of way (ROW) should be cut 4 meters on both sides of the blue flagged line; brush should be piled on one edge of the ROW.

#### General Harvest

- This is a LA blowdown plantation from recent hurricanes.
- Harvest standing and fallen softwood.
- Retain all standing Hardwoods.

**JOB E2022-23: No.2**

Property Number: 120584

Location: Southampton

Treatment: Block Harvest (Salvage)

Harvest Area: 8.9 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest (Salvage) B	1.9	
Strip Harvest (Salvage) A	7.0	
<b>Total Harvest Area</b>	<b>8.9 Ha</b>	

Harvest Boundary

- **NOT ALL BOUNDARIES OF THE SALVAGE HARVEST BLOCKS HAVE BEEN FLAGGED**  
(Where deemed necessary, flagging will be completed by the Provincial Forest Technician responsible.)

Access

- Access to harvest via the Eastern District Forest Office 2580 Cardigan road.

General Harvest

- This is a stand of White Spruce that has heavy blowdown from hurricane Fiona.
- Full Removal of standing and salvageable downed stems.

**JOB E2022-23: No.3**

Property Number: 143990

Location: Selkirk

Treatment: Block Harvest (Salvage)

Harvest Area: 2.75 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest (Salvage) A	2.0	
Block Harvest (Salvage) B	0.75	
<b>Total Harvest Area</b>	<b>2.75 Ha</b>	

Harvest Boundary

- **NOT ALL BOUNDARIES OF THE SALVAGE HARVEST BLOCKS HAVE BEEN FLAGGED**  
(Where deemed necessary, flagging will be completed by the Provincial Forest Technician responsible.)

Access

- Access is from the Aberdeen Road

General Harvest

- Block A Complete removal of standing and salvageable downed stems.
- Block B; Remove salvageable Downed stems and over mature standing trees, best effort to retain Advanced Regeneration.
- Be sure to maintain 15 meter buffer.
- Harvest under appropriate weather conditions (e.g. frozen ground) to mitigate soil disturbance.

**JOB E2022-23: No.4**

Property Number: 123596

Location: St Teresa

Treatment: Block Harvest (Salvage)

Harvest Area: 3.0 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest (Salvage) A	3.0	
<b>Total Harvest Area</b>	<b>3.0 Ha</b>	

Harvest Boundary

- **NOT ALL BOUNDARIES OF THE SALVAGE HARVEST BLOCKS HAVE BEEN FLAGGED**  
(Where deemed necessary, flagging will be completed by the Provincial Forest Technician responsible.)

Access

- Access is via forestry road off the Kenny Rd.

General Harvest

- Salvage all standing and downed wood doing best to retain advanced regeneration where possible.
- Rutting is not permitted. Harvest under frozen ground conditions.

**JOB E2022-23: No.5**

Property Number: 184358, 129932

Location: Dromore

Treatment: Block Harvest (Salvage)

Harvest Area: 5.8 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest (Salvage) A	3.0	
Block Harvest (Salvage) B	2.8	
<b>Total Harvest Area</b>	<b>5.8 Ha</b>	

**Harvest Boundary**

- **NOT ALL BOUNDARIES OF THE SALVAGE HARVEST BLOCKS HAVE BEEN FLAGGED**  
(Where deemed necessary, flagging will be completed by the Provincial Forest Technician responsible.)

**Access**

- Access to harvest Block woods road which connects to the Dromore Rd.

**General Harvest**

- These are Larch plantations to be salvaged due to heavy blowdown from hurricane Fiona.
- Road through stand must be maintained post harvest operations.



**JOB E2022-23: No.6**

Property Number: 177956

Location: St Peters Lake (MacEwen Rd)

Treatment: Block Harvest (Salvage)

Harvest Area: 2.75 Ha

Harvest Site	Area (Ha)	Contractor Notes
Block Harvest (Salvage) A	2.75	
<b>Total Harvest Area</b>	<b>2.75 Ha</b>	

**Harvest Boundary**

- **NOT ALL BOUNDARIES OF THE SALVAGE HARVEST BLOCKS HAVE BEEN FLAGGED**  
(Where deemed necessary, flagging will be completed by the Provincial Forest Technician responsible.)

**Access**

- Access to the harvest area is from the MacEwen Road

**General Harvest**

- Larch plantations to be salvaged due to heavy blowdown from hurricane Fiona.