

Schedule "A"

INTENT AND SCOPE OF WORK

REFORESTATION EASTERN DISTRICT PROVINCIAL FOREST LAND

DEPARTMENT OF ENVIRONMENT, ENERGY AND CLIMATE ACTION FORESTS, FISH AND WILDLIFE DIVISION

Reforestation Request for Quotation Eastern Forestry District 2024

The intent of this request for quotation, for the "Reforestation Eastern District" project, is to provide quotation to the Forests, Fish and Wildlife Division to manually prepare microsites and plant the number of containerized seedlings as outlined in Table 1 to the specifications within.

QUANTITY AND LOCATION:

The area to be planted is on Provincial Forest land. Maps showing the locations of the known areas plus site plans can be found in Appendix 1 in Schedule A. The approximate quantity, area and locations for planting are outlined in Table 1. The GOVERNMENT reserves the right to modify the list of planting sites and area as required.

The GOVERNMENT shall tour the CONTRACTOR to a site once (on a specified date, if necessary) to show the CONTRACTOR the boundaries of the plantation, the direction of the planting rows, and the species layout on the site.

SPECIES, SEEDLINGS TYPE AND PLANTING PRIORITIES:

The GOVERNMENT reserves the right to modify the species, type, order of planting and site preparation for planting sites. All sites to be planted must be prepared by manual site preparation.

PAYMENT:

Payment shall be made upon a unit basis for each properly planted site as determined by the assessment procedure. The CONTRACTOR shall submit information detailing the amount of trees planted on a property, no later than one week following the completion of planting on an individual property. The GOVERNMENT shall initiate processing of the bill with adjustments for the number of properly planted trees of each species within one week of receipt of the bill.

PLANTING METHOD:

The CONTRACTOR shall be responsible for supplying all planting tools. A planting dibble or spade approved by the GOVERNMENT may be used to plant containerized stock produced at the J. Frank Gaudet Nursery or other seedlings provided by the GOVERNMENT. The use of any other planting tool requires the prior approval of GOVERNMENT.

NOTES:

1. The quantities listed in Table 1 represent approximations. Final calculations shall be determined after planting is completed.

2. Abbreviations for species:

BS (cont)	- black spruce container stock
RP (cont)	- red pine container stock
WP (cont)	- white pine container stock
RS (cont)	- red spruce container stock
WS (cont)	- white spruce container stock
BF (cont)	- balsam fir container stock
LA (cont)	- eastern larch container stock
EC (cont)	- Eastern white cedar container stock
EH (cont)	- Eastern hemlock stock

3. Site preparation abbreviations:

R.D.	- Rome Disc
Br.R.	- Brush raked
P & H	- Plowed and harrowed
Sod	- Non-site prepared field
C.O.	- Non-site prepared cutover
A.C.	- Anchor chain
MAN	- Manual Slash Pile & Burn
SRF	- Screefing
M/M	- Manual/Mechanical (Hawk scarification)
DM	- Denis Mower

TRANSPORTATION OF SEEDLINGS:

The CONTRACTOR is required to transport trees from the holding area (District Holding Site) and between the planting sites. The movement of the seedlings shall be in a vehicle equipped to provide protection to the seedlings.

NOTE: Contractors should note that certain planting sites are only accessible on foot or by ATV. Where necessary, access notes may be included. Contractors are advised that some site preparation must be completed in spring or summer.

HOLDING TREES AT PLANTING SITE:

All seedlings held at a planting site shall be stored in a manner to prevent drying and mortality. This includes adequate watering (5 gallons per day per 1,000 trees), storage only in shaded areas, and rotation of seedling containers on the south face. All water used for watering trees must be fresh and free of chemicals detrimental to trees.

PLANTING STANDARDS:

Site preparation and planting must meet minimum requirements as identified in the most recent version of the "ECO-SYSTEM BASED FOREST MANAGEMENT STANDARDS MANUAL". Unless approved by the GOVERNMENT, entire designated planting sites must be completed.

Seedlings shall be planted in appropriate microsites where they have adequate moisture and drainage to allow vigorous growth. Appropriate microsites exclude exposed gleyed soil.

All unnecessary physical damage to any part of the seedling is to be prevented. Damaged or dead seedlings are to be removed and replaced with undamaged seedlings.

The root of the tree is to be planted in such a manner that the roots are not jammed into the planting hole, sharply bent, or twisted in a circular manner.

The angle between the main stem of the planted seedling and the horizontal plane shall be no less than 75 degrees.

The soil around the root plug or roots of the planted seedling shall be compacted in such a manner as to prevent the free circulation of air between the root plug and the surrounding soil.

Seedlings shall be planted at a depth whereby the top of the rooting medium or the root collar is less than or equal to one (1) inch (2.5 centimeters) below the surface of the surrounding mineral soil.

To protect the seedlings, the following standards shall be enforced. Seedlings shall be

handled in such a manner as to prevent damage to the seedling stem, needles, and buds.

PENALTY FOR UNSUITABLE PLANTING:

If ocular inspections identify issues with planting quality, the site may be formally assessed to determine penalties. Formal assessments will be completed using the “Year 0 Plantation Stocking Assessment” procedures. (In the event that rows are not clearly defined, circular plots may be used to identify the sample of seedlings to be formally assessed.)

1. No penalty shall be deducted from payment for unsuitable planting totaling between zero (0) and five (5) per cent of seedlings planted per site.
2. Two times the contract unit price for each unsuitably planted seedling on the site shall be deducted from payment for unsuitable planting for that number of seedlings over five (5) per cent.
3. In sites where unsuitable stocking has been determined, variances more than five (5) percent from the Prescribed Stocking Density shall result in a deduction in payment equal to twice the deficiency of stocking percentage greater than five (5) percent.
4. Clauses two (2) and three (3) shall be calculated separately.
5. If unsuitable planting and understocking is greater than or equal to twenty (20) percent of the standard stocking density the area must be replanted, plus payment must be made for penalties as calculated.

SHIPPING CONTAINERS:

The CONTRACTOR is responsible for the care, collection from a central location and on site storage of all reusable shipping containers as specified by the GOVERNMENT. In the event that the CONTRACTOR fails to exercise sufficient care and fails to return those shipping containers under his control, a penalty equivalent to the purchase price of replacement containers shall be deducted from a planting claim.

SITE CLEANUP:

The planting sites are to be left free of all litter associated with the completion of this contract. Failure to remove litter from a planting site prior to leaving will be penalized by nonpayment of the planting claim for that site until such time as the litter is removed by the CONTRACTOR.

FIRE PREVENTION:

The CONTRACTOR shall take all reasonable precautions to prevent the start and spread of forest fires. This shall include the banning of all open fires on the planting sites and the prompt

reporting of fire discovered during work.

GOVERNMENT'S LIABILITY:

The CONTRACTOR agrees that the GOVERNMENT shall not, in any event be liable and the CONTRACTOR shall indemnify and forever save harmless the GOVERNMENT for any loss or damage which the CONTRACTOR may incur as a result of any personal injury or death that may be suffered or sustained by or for any loss of or damage to any property or equipment belonging to the CONTRACTOR, his employees, servants, agents, licensees, invitees, or any other persons in the carrying out of the terms of this contract, no matter how caused.

LIABILITY INSURANCE:

The CONTRACTOR must provide Commercial Liability insurance in an amount not less than \$2,000,000 inclusive per occurrence against bodily harm and property damage. The GOVERNMENT OF PRINCE EDWARD ISLAND is to be added as an Insured under this policy. This liability insurance must include:

- a) Employees as Additional Insured;
- b) Owner's and Contractor's Protective Liability;
- c) Blanket Written Contractual Liability;
- d) Contingent Employer's Liability;
- e) Personal Injury Liability;
- f) Non-owned Automobile Liability;
- g) Cross Liability; and
- h) Broad Form Property Damage.

The CONTRACTOR must provide Automobile Liability on all vehicles owned, leased, or operated in the name of the CONTRACTOR, in an amount not less than \$2,000,000.

All required insurance shall be endorsed to provide the GOVERNMENT with 30 days advance notice of cancellation or material change.

CERTIFIED COPIES of the required insurance, as mentioned above, must be provided to the GOVERNMENT. Approval by the GOVERNMENT of any policy filed by the CONTRACTOR shall in no way relieve the CONTRACTOR of its obligations to provide the insurance referred to above, nor shall it imply that the policies are in accord with the terms of this AGREEMENT.

The CONTRACTOR waives all rights of recourse against the GOVERNMENT with regard to damage to the CONTRACTOR'S property. The CONTRACTOR should require and ensure that each subcontractor maintain liability insurance with limits of at least \$2,000,000.

WORKER'S COMPENSATION:

The CONTRACTOR shall be required to show proof of coverage under the Worker's Compensation Board for all employees utilized in the completion of work in this contract.

OCCUPATIONAL HEALTH AND SAFETY:

Complete adherence to the regulations within the *Occupational Health and Safety Act* is required by the CONTRACTOR under the terms of this agreement.