



## Raisin Region Conservation Authority

18045 County Road 2, P.O. Box 429, Cornwall, ON K6H 5T2

Tel: 613-938-3611 Fax: 613-938-3221 [www.rrca.on.ca](http://www.rrca.on.ca)

# Request for Quotation

Gray's Creek Hazard Tree Abatement

2023 RFQ 01

**Closing date:** October 9, 2023

**Time:** 9:00 a.m. EDT

**Submission by e-mail only to:**

Lisa Van De Ligt  
Team Lead, Communications and Stewardship  
Email: [Lisa.VanDeLigt@rrca.on.ca](mailto:Lisa.VanDeLigt@rrca.on.ca)

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*To guide our community in the protection, enhancement, and restoration of our natural environment through programs that balance human, environmental and economic needs for a sustainable future.*



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## **1 Purpose and Introduction**

The Raisin Region Conservation Authority (RRCA) seeks to remove marked hazard trees along select trails at Gray's Creek Conservation Area located at 18045 County Road 2, Cornwall.

The RRCA is seeking quotations from qualified contractors for the felling and chipping of trees.

### **1.1 List of Appendices**

- Appendix 1 – Acknowledgements and Bidder Contact Information
- Appendix 2 – Map of Gray's Creek Conservation Area
- Appendix 3 – Bid by Trail
- Appendix 4 – Project Timelines
- Appendix 5 – Operating Conditions

## **2 Project and RFQ specifications**

### **2.1 Project manager**

All correspondence regarding this request for quotations (RFQ) and project should be directed to the Project Manager:

Lisa Van De Ligt  
Team Lead, Communications and Stewardship  
Email: [LisaVanDeLigt@rrca.on.ca](mailto:LisaVanDeLigt@rrca.on.ca)

### **2.2 Questions concerning this RFQ**

All questions concerning this RFQ shall be submitted by email to the Project Manager (above). Questions received prior to September 27, 2023, at 4:00 pm EDT will be answered via a group email by October 2, 2023, at 4:00 pm EDT.

### **2.3 Addenda**

The RFQ may be amended only by an addendum in accordance with this section. If the RRCA for any reason determines that it is necessary to provide additional information relating to the RFQ, such information will be communicated to all Bidders through the Project Manager by addenda. Each addendum forms an integral part of the RFQ.

RRCA will issue all written addenda to the RFQ by e-mail to each Bidder who has provided an e-mail address.

Such addenda may contain important information, including significant changes to the RFQ. It is the Bidder's responsibility to ensure all addenda have been received and are reflected in their submissions.

## **2.4 Site Visit**

Contractors may visit the project site either on their own or on September 18 at 9:00 a.m. EDT with the Project Manager and Forester. The meeting location is at the RRCA's main office at 18045 County Road 2, Cornwall. Confirmation of attendance for this site inspection is required by contacting Lisa Van De Ligt at [Lisa.VanDeLigt@rrca.on.ca](mailto:Lisa.VanDeLigt@rrca.on.ca).

## **2.5 Closing Time**

Interested contractors shall submit their quotation by email to Lisa Van De Ligt at [Lisa.VanDeLigt@rrca.on.ca](mailto:Lisa.VanDeLigt@rrca.on.ca) no later than October 9, 2023, at 9:00 a.m. EDT (the "Closing Date") using the subject line "Request for Quotations: Gray's Creek Hazard Tree Abatement".

## **2.6 Quotation Submission**

The quotation shall contain original or electronic signatures where required; and shall include all requirements of this RFQ, as set out in Section 5 "Quotation Submission". The Bidder should submit one (1) copy of all submission requirements as a single PDF.

Offers made in the Submission will be considered by RRCA to be binding and irrevocable and shall remain open for acceptance by RRCA for a period of ninety (90) days from the Closing Date.

Submissions received after the Closing Date will not be accepted.

## **2.7 Opening**

All Quotations received on time will be opened on October 9, 2023 after 9:00 a.m. EDT.

## **2.8 Adjustments to Submission**

A Bidder wishing to make adjustments to a Submission must supersede it with a later Submission, which must be received by the Closing Date.

A Bidder who has submitted a Quotation may request that their Submission be withdrawn before the Closing Date. The request must be provided in writing by email and include contact information for verification. Authenticity of the request may be confirmed by the RRCA. Submissions withdrawn under this procedure cannot be reinstated.

No request for withdrawal of a Submission shall be permitted during, or at any time after, the opening process.

### **3 Requirements**

This section outlines the requirements of those who submit a proposal in response to this RFQ, referred to here as "Bidders." Requirements include terms and conditions that apply to this RFQ, and terms and conditions that will apply later should the Bidder be successful. In this RFQ, the successful Bidder is referred to as the "Vendor."

#### **3.1 Insurance**

##### **3.1.1 Comprehensive General Liability Insurance**

The Vendor shall procure and maintain Comprehensive General Liability Insurance:

- Having a limit of liability of not less than five million dollars (\$5,000,000) inclusive for any one occurrence;
- Including insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Vendor;
- Being endorsed to provide that the policies will not be altered, cancelled, or allowed to lapse without thirty (30) days prior written notice to the RRCA;
- Naming the RRCA as an additional insured party on a Certificate of Liability Insurance; and
- Containing a cross-liability clause.

The Vendor shall pay for all premiums and expenses incurred for the insurance. Should any claim(s) arise, the Bidder shall be financially responsible for paying for any amount(s) up to and including the deductible amount under their policy.

##### **3.1.2 Vehicle Insurance and Licensing**

The Vendor shall maintain vehicle insurance as required by the *Compulsory Automobile Insurance Act R.S.O 1990 C.25* as amended to cover all licensed vehicles, owned, operated, or leased by the Vendor or otherwise used by the Vendor in the Work.

If applicable, the Vendor shall also ensure that all Sub-Vendors have valid insurance coverage with the same limits and wordings as outlined in this Section, for those licensed vehicles owned/leased by them being utilized while providing the goods/services.

The Vendor's vehicle insurance shall:

1. Have a limit of liability not less than two million dollars (\$2,000,000) in respect of any one accident or occurrence;
2. Include part bodily injury including death, property damage and basic accident benefits and coverage not less than the insurance wording shown in the Standard Ontario Automobile Policy Form OAP-1; and
3. Be endorsed to provide that the policies shall not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Authority.

The Vendor shall pay for all premiums and expenses incurred for the insurance.

In the event that any claim(s) arise that are covered by the Contractor's insurance, the Contractor shall also be responsible for payment of the deductible under their Policy.

### **3.1.3 Proof of Insurance**

Within ten days of the award of this RFQ and before entering into a contractual agreement with the RRCA to undertake the Gray's Creek Hazard Tree Abatement, the Vendor shall submit proof of the required insurances as per sections 3.1.1 and 3.1.2.

### **3.1.4 Workplace Safety and Insurance Act and Employment Insurance**

Within ten days of the award of this RFQ and before entering into a contractual agreement with the RRCA to undertake the Gray's Creek Hazard Tree Abatement, the Vendor shall provide RRCA with a valid and current Clearance Certificate from the WSIB or a letter from the WSIB confirming their exemption. This information is available to the Bidder on-line at [wsib.on.ca](http://wsib.on.ca).

If the Vendor does not provide a valid and current Clearance Certificate as herein requested, or proof of exemption, or proof of application for exemption, RRCA reserves the right to cancel the award.

The Vendor shall be responsible for providing Worker's Compensation coverage for their employees, and no extras will be allowed for such items.

The Vendor clearly understands and agrees that they are not, nor is anyone hired by them, covered by RRCA under the *Workplace Safety Insurance Act*, *Employment Insurance Act*, or any other act, whether provincial or federal, in respect of themselves, their employees and operations, and shall, upon request, furnish RRCA with satisfactory evidence that they have complied with the provisions of any such acts. The Vendor shall be responsible for providing Worker's Compensation coverage for their employees, and no extras will be allowed for such items.

## **4 General terms and conditions**

The following terms and conditions are deemed accepted by all Bidders in response to this RFQ and are deemed incorporated into every contract resulting from this RFQ.

### **4.1 Acceptance of proposals**

This RFQ neither expresses nor implies any obligation on the part of the RRCA to enter into a contract with any contractor submitting a proposal.

### **4.2 Rejection of proposals**

The RRCA reserves the right to reject any or all proposals for failure to fully satisfy the specifications and requirements for the RFQ. Any award resulting from this RFQ is subject to the successful completion of a contract between the contractor and the RRCA.

### **4.3 Right to amend**

The RRCA reserves the right to amend or supplement the RFQ, giving equal opportunities to all contractors who have been invited to bid, by way of an issued addendum.

### **4.4 Cancellation of RFQ**

Due to unanticipated expenditure constraints, this RFQ may be cancelled at any time without liability by the RRCA to prospective contractors or to any other entity.

### **4.5 Acceptance or non-acceptance of proposal**

Neither the lowest priced nor any proposal shall necessarily be accepted, and the RRCA's decision is final. If the RRCA decides to accept a proposal, then this acceptance and the making of an award will be in writing. Unless and until such written notification has been given, there is no successful Bidder, and no award has been made.

### **4.6 Assignment**

The Vendor shall not assign the Contract or any portion thereof without prior written consent of RRCA. Such consent shall not release or relieve the Vendor from any of their obligations or liabilities under this Contract.

### **4.7 Associated costs**

There will be no payment to Bidders for the work related to and material supplied in the preparation of responses to this RFQ.

### **4.8 Confidentiality**

The Bidder is advised that confidentiality issues may arise with respect to this project and will need to be cognizant of these issues.

### **4.9 Previous communications**

This RFQ document and attachments and any addenda contain the entire requirements relating to this RFQ. Other information and/or documentation provided to a Bidder or obtained by a Bidder prior to the release of this RFQ, or any other time, shall not have any force or effect.



#### **4.10 Conflict of interest**

It is the Bidder's responsibility to ensure that no perceived or real conflict of interest exists for any of the company's personnel involved in the project.

#### **4.11 Authorization**

To be considered a valid response, a Bidder's submission must be completed and signed by an authorized company official.

#### **4.12 Irrevocable**

RFQ submissions will be irrevocable for a period of thirty days from the closing date.

#### **4.13 Freedom of information**

All information obtained by the Bidder in connection with the preparation of this RFQ is the property of the RRCA and must be treated as confidential. It may not be used for any purpose other than for replying to this RFQ, and for fulfillment of any subsequent contract. Any Bidder who requires that the information in its proposal to be kept confidential must explicitly advise the RRCA of that fact.

The Bidder may declare confidentiality of their RFQ; however, the RRCA is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time.

#### **4.14 Compliance with codes, regulations, and by-laws**

The Vendor agrees to obey all government, municipal and underwriters' codes and regulations, etcetera, and perform all work in accordance with the requirements of bylaws in force in the area where the work is to be carried out. All permits or licenses are the responsibility of the Vendor.

#### **4.15 The Occupational Health and Safety Act**

The Vendor shall comply with all conditions and regulations of the *Occupational Health and Safety Act, 1990* and amendments thereto, any other Federal or Provincial statute or local bylaw concerning safety or any other phase of work on this contract.

#### **4.16 Required Warranties**

Each Bidder expressly declares and warrants that;

- a) This quotation submission is in all respects fair and without collusion or fraud.
- b) There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this quotation, and the Vendor agrees to hold RRCA harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- c) All materials and/or services proposed to be supplied to RRCA conform in all respects to the standards set forth by Federal and Provincial agencies.
- d) The Bidder of the quotation is:

- i. competent to perform the work described in this RFQ;
- ii. has the necessary qualifications and certificates, including knowledge, skill and experience to perform the services, together with the ability to use those qualifications effectively for that purpose;
- iii. shall supply everything necessary for the performance of the work;
- iv. shall carry out the work in a diligent and efficient manner;
- v. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFQ and any subsequent contract.

#### **4.17 Pricing and Taxes**

The quotation submission amount must include: all applicable excise taxes; customs, freight; exchange and all other charges. Harmonized Sales Tax is extra.

#### **4.18 Terms of Payment**

Invoices will be paid net thirty (30) days from date of invoice and verification that goods/services listed have been provided to the satisfaction of RRCA. Invoice must be received within thirty (30) days of work completion in each calendar year.

#### **4.19 RRCA's Right to Terminate Contract Under Certain Conditions**

RRCA has the right to terminate the Contract immediately and without penalty, with written notice to the Vendor, if:

- a) The Vendor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Vendor, or if a receiver is appointed on account of the Vendor's insolvency;
- b) The Vendor refuses or fails to supply sufficient properly skilled employees or proper materials at all times to perform the Work in the manner and to the standards required under this Contract, or the Vendor fails to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities including federal, provincial, and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the services or the conduct of the Vendor's business;
- c) The Vendor fails to institute appropriate corrective action within three (3) days after verbal notification by RRCA (which will be confirmed subsequently in writing), of any failure on the part of the Vendor to comply with the terms and specifications of the Contract;
- d) The Work performed is not satisfactory; or
- e) Delivery requirements are not met.

RRCA reserves the right to terminate this contract at anytime without cause with thirty (30) days written notice.

Immediately following, the termination of the Contract, for any reason, the Vendor shall provide to RRCA all their financial records specific to this Contract, concerning the conduct of the operations and a statement of all outstanding accounts.

#### **4.20 Remedies for Non-Performance**

In the event that the Vendor fails to perform any obligations hereunder, RRCA shall be entitled to exercise any one or more of the following remedies:

- a) RRCA may withhold any payment due hereunder until the Vendor has remedied their failure;
- b) RRCA shall be entitled, in the event that the Vendor does not remedy their default within three (3) working days of a request, RRCA be entitled to engage other Vendors to complete the work of the Vendor and to deduct the cost of obtaining such other Vendors from any amounts owing to the Vendor hereunder;
- c) RRCA may terminate this Agreement if the Vendor does not remedy their default within three (3) working days of a request that they do so from RRCA in writing; and,
- d) RRCA may exercise any other right available to it in law or equity.

A failure of RRCA to exercise any of the foregoing remedies, or the granting of any extension or indulgence, shall not be prejudicial to the right of RRCA to subsequently obtain such remedies.

#### **4.21 Failure to Execute Contract**

Failure to execute the Contract or failure to file any of the required documentation required in this RFQ within the specified time period is cause for the cancellation of the award.

#### **4.22 Indemnification**

The Vendor shall indemnify and save harmless RRCA, from and against all claims, actions, losses, expenses, costs or damages of every nature and whatsoever which RRCA, its employees, officers or agents may suffer, to the extent the Vendor is legally liable as a result of the negligent acts of the Vendor, their employees, officers or agents in the performance of this Contract.

#### **4.23 Ownership of Documents**

All information and data developed and used by the Vendor in connection with this Contract will be wholly owned by RRCA.

#### **4.24 Governing Law**

This RFQ and subsequent contract shall be governed by the law of the Province of Ontario.

#### **4.25 Venue for Litigation**

The Vendor and RRCA agree that the venue for any litigation shall be Ottawa, Ontario.

**4.26 Force Majeure**

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFQ or the Services to be provided when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

**4.27 Employees**

In the performance of this contract, the Vendor shall be an independent Vendor.

Neither the Vendor nor any of their employees shall be deemed to be employees of the RRCA.

## 5 Quotation Submission

### 5.1 Acknowledgement

The Bidder shall complete and submit 'Appendix 1'- Acknowledgements.

### 5.2 Pricing

The Bidder will complete and submit 'Appendix 2 - Pricing Form'.

### 5.3 Other

The Bidder must include the following as part of their RFQ submission to be considered a candidate to undertake the Gray's Creek Hazard Tree Abatement:

- Name, title, organization, and contact information of the individual coordinating the RFQ submission. This person will receive official correspondence concerning this submission.
- Name and qualifications of the Project Lead, including relevant experience.
- Description of the proposed methods for completing the Gray's Creek Hazard Tree Abatement, including a clear demonstration of how project methods and deliverables conform to the specifications provided in Appendices 2 to 5 of this document.
- As per Appendix 3, cost including any contingency funding, all applicable excise taxes, customs, freight, exchange, and all other charges. Harmonized Sales Tax is extra.
- A work plan for the project, including costs for each task. A work plan and timetable showing the following must be included:
  - Work schedule which will lead to completion of all deliverables no later than the deadlines presented in Appendix 4.
  - Tasks to be performed for the project deliverables identified in Appendix 3 and 5.
  - Estimates of personnel time and cost per trail.
  - A milestone-based payment schedule

## 6 Award and Contract

This RFQ will be awarded based on the following:

- a) Proper Completion of all submission requirements (Section 5);
- b) Compliance to specifications;
- c) Ability to deliver the work as per the stated deadlines in the Project Timelines (Appendix 4); and
- d) Price (as a clarification, should all other evaluations appear equal at the sole discretion of RRCA, lowest Total Price shall govern award).

RRCA reserves the right to reject any Quotation if the evidence submitted by, or investigation of such Bidder, fails to satisfy RRCA that the Bidder is qualified to carry out the obligations of the contract.

The decision of RRCA shall be final.

The Bidder shall not make any claims for additional costs or expenses due to the delay in, or cancellation of the award of this RFQ, due to the approval process.

Once the RFQ is awarded, the Vendor shall enter into and sign a formal Contract that is satisfactory to the RRCA, within ten (10) working days of notification of award of the RFQ. This RFQ and all issued addenda shall constitute part of the terms and conditions of the contract award.

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## Appendix 1. Acknowledgements and Bidder Contact Information

**I/WE ACKNOWLEDGE** that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a proposal for the same goods/services and is in all respects fair and without collusion or fraud.

**I/WE ACKNOWLEDGE** that all matters stated in the said proposal are, in all respects, true.

**I/WE ACKNOWLEDGE** that, having read and understood the Request for Quotation: Gray's Creek Hazard Tree Abatement (2023-RFQ-01) document, I/WE have satisfied ourselves as to the terms, conditions and specifications and do hereby submit a proposal for the work to be completed.

**I/WE ACKNOWLEDGE** that it is the Bidder's responsibility to ensure all addenda issued have been received.

**I/WE ACKNOWLEDGE** that acceptance of this proposal and the execution of an agreement shall be considered a binding contract upon both parties. If specified at any time by the Raisin Region Conservation Authority (RRCA), it is agreed that the terms and conditions and the representations made in reference to this Request for Quotation shall be incorporated in the contract to be executed by the parties once the RRCA has formally accepted the proposal.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Signing Authority (Print)**

\_\_\_\_\_  
**Signing Authority (Signature)**

\_\_\_\_\_  
**Business Name**

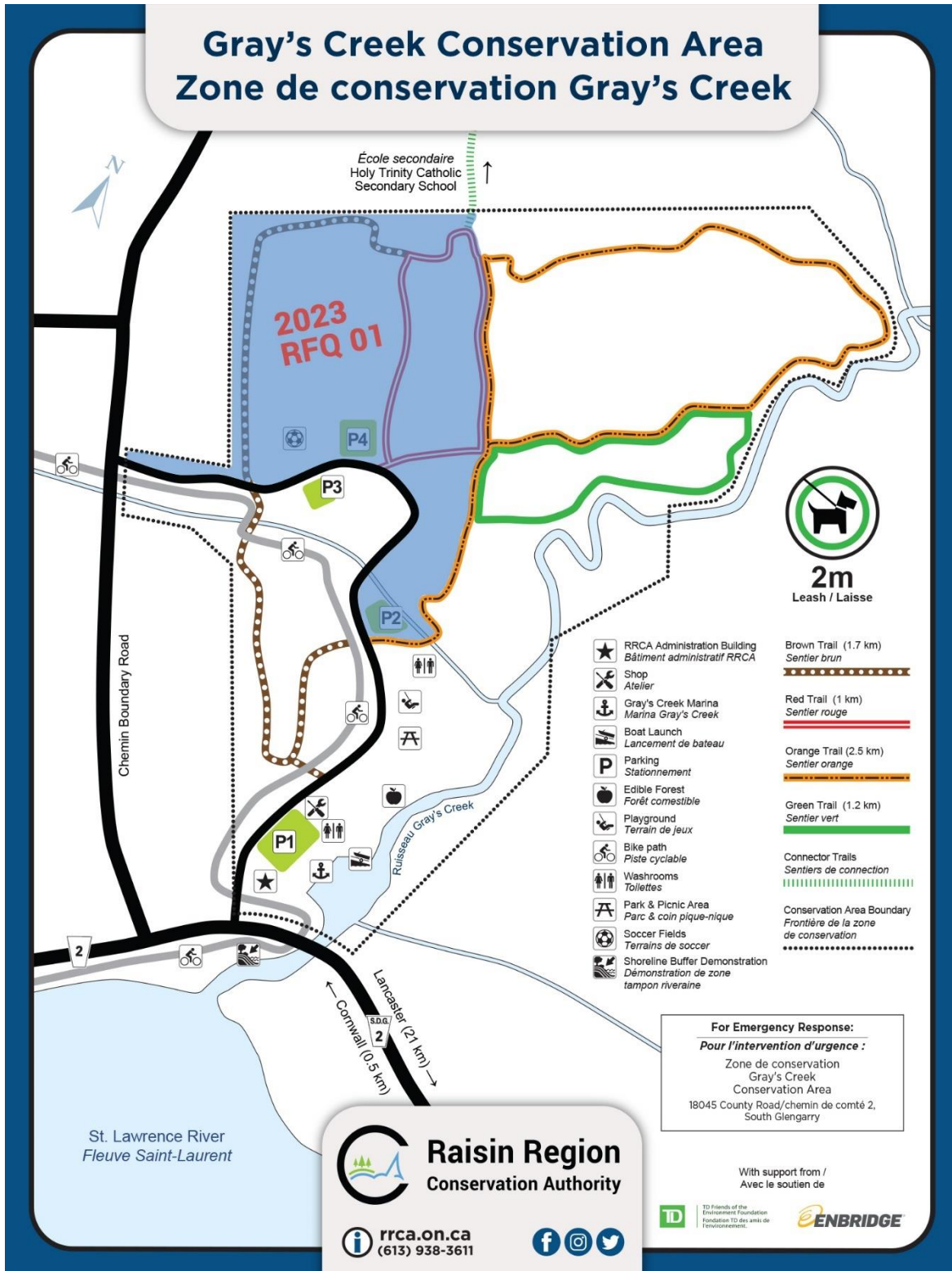
\_\_\_\_\_  
**Street Address, City, Province, Postal Code**

\_\_\_\_\_  
**E-mail**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Fax Number**

**Appendix 2. Map of Gray's Creek Conservation Area**





## Appendix 3. Pricing Form

**Business Name:** \_\_\_\_\_

**Submission Date:** \_\_\_\_\_

Trail Name	Trail Length <sup>1</sup>	Number of trees to cut by diameter at DBH <sup>2,3,4,6</sup>				Total Trees	Bid by Trail <sup>5</sup>
		10-24 cm	26-36 cm	38-48 cm	50+ cm		
Orange	0.7 km, plus Parking Lot 2 (P2)	62	33	23	12	130	
Red	1 km	141	52	11	2	206	
Brown	0.8 km	158	40	10	4	213	
<b>Total Bid</b>							

**NOTES:**

1. Project area identified as "2023 RFQ 001" as illustrated in Appendix 1 "Map of Gray's Creek Conservation Area".
2. The number of marked trees represent the actual tally (+/-).
3. Trees are marked with blue paint.
4. DBH = diameter at breast height measured approximately 1.3 m from the ground.
5. Shaded "Bid by trail" column in above table must be completed.
6. Contractors may visit the project site either on their own or on September 18 at 9:00 a.m. EDT with the Project Manager and Forester. The meeting location is at the RRCA's main office at 18045 County Road 2, Cornwall. Confirmation of attendance for this site inspection is required by contacting Lisa Van De Ligt at [Lisa.VanDeLigt@rrca.on.ca](mailto:Lisa.VanDeLigt@rrca.on.ca).

## Appendix 4. Project Timelines

Table 1 reflects the RRCA's intent in issuing, receiving, and evaluating the RFQ, and the deadlines for RFQ and project milestones. It is subject to change at the RRCA's discretion.

**Table 1: Timeline of the Gray's Creek Hazard Tree Abatement**

<b>Task</b>	<b>Date</b>
RFQ circulated	September 13, 2023
Site Visit	September 18, 2023 at 9:00 a.m. EDT
Bidder RFQ questions deadline	September 27, 2023 at 4:00 p.m. EDT
Response date for questions	October 2, 2023 at 4:00 p.m. EDT
Proposal submission deadline (closing date)	October 9, 2023 at 9:00 a.m. EDT
RFQ awarded	November 3, 2023
Project completion deadline	February 9, 2024

## **Appendix 5. Operating Conditions**

### **1. Supervision**

Contractor shall designate a supervisor who shall perform inspections of the operation on a regular basis and ensure operating conditions are being met. If it is suspected that the operating conditions cannot be met, operations are to be suspended and the Project Manager must be contacted immediately for direction on how to proceed.

### **2. Landings and Timing**

Selection of landings (equipment staging) and timing for operations will be determined following awarding of tender.

### **3. Felling**

Only trees marked with blue paint around the circumference of the stem, at approximately 1.3 metre above the ground, may be cut.

All wood greater than 12" in diameter may be left on so-site, e.g., where the tree is dropped or along the edge of the trail, but not across the trail.

Large trunks (stems) greater than 50 cm measured at breast height (1.3 metres above ground) may be left standing up to 5 metres above ground.

### **4. Chipping**

All wood (branches and stems) 12" in diameter and less will be chipped on-site. All effort will be made to spread the chips evenly within the forest.

### **5. Access and Clean-up**

Access roads must be approved by the Project Manager before operations commence.

Access roads and trails must be maintained to the same standards as encountered at the beginning of the operation. The Contractor agrees to repair to original condition, at their own expense, damage caused during the operation to roads, trails, fences, gates, and culverts within the work area.

All trails must be free of logs and branches to a minimum width of 3 metres by the completion of the operation.

All roads and trails must be cleaned up to the satisfaction of the Project Manger before the Project is deemed complete.

Any spills of oils, fuel and grease must be cleaned up at the Contractor's expense and reported immediately.

All garbage of any type resulting from the operation must be removed from the site and deposited in an approved waste disposal site.

**7. Rutting**

A rut is defined as a continuous trench created by machine traffic that is great than 4 metres in length and is great than 30 cm in depth. Rutting is to be minimized on all sites, including trails and landings. The Contractor is responsible for recognizing when rutting may occur and is to take measures to reduce damage, including notifying the Project Manager immediately.

**8. Damage to Residual Trees**

Damage to residual trees and advance tree regeneration must be kept to a minimum.

**9. General**

Lodged or leaning trees and/or shrubs must be felled and chipped on-site.