



# Rural Municipality of West River Resolution

**Title:** RJ Mutter Park Salvage Harvest - Request for Quote

<b>Motion Carried</b>	_____	<b>Motion No</b>	2023-79
<b>Motion Lost</b>	_____	<b>Date</b>	November 22, 2023
<b>Motion Withdrawn</b>	_____	<b>Council Meeting No</b>	2023-10
<b>Moved by</b>	Deputy Mayor Shaun MacArthur	_____	
<b>Seconded by</b>	Councillor John Yeo	_____	

**WHEREAS**

Pursuant to Motion#2023-10, the CAO was authorized to start preparing the tender documents process for the clean-up and reforestation of Mutter Park as a part of the Fiona Recovery Initiative, and

**WHEREAS**

According to Procurement Policy#2022-04 Section (7.2), all RFQs must be approved by the Council after receiving the responsible Committee's recommendation, and

**WHEREAS**

This resolution bears the recommendation of the Committee of the Whole as discussed at a meeting held on November 9, 2023,

**BE IT RESOLVED**

The Council for the Rural Municipality of West River authorizes the CAO to initiate a Request for Quotes for the RJ Mutter Park Salvage Harvest according to the attached documents (Appendix A, attached hereto, forming a part of this minutes).

I certify that this is a true copy of the resolution.

Helen Smith-MacPhail

Laala Jahanshahloo

Mayor \_\_\_\_\_

Chief Administrative Officer \_\_\_\_\_

## Appendix A

### Rural Municipality of West River

---

Request for Quotation

Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

---

RFQ Reference Number: RFQ 2023-01

Closing Date: December 22, 2023, at 13:00 PM (AST)

## Appendix A - Continued

Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

RFQ 2023-01

### 1 - Quote Instruction for Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

1. **Quote must be received at the Rural Municipality of West River (RMWR) office, 1552 Rte. 19 (Afton Community Center) no later than 1:00 P.M. Friday, Dec 22, 2023**, in a sealed envelope clearly marked "Salvage Harvest Quote RJ Mutter Park RFQ-2023- 01. Late quotes will not be considered.  
  
**The provision to leave the RFQ at the RMWR's Dropbox beside the office door is also available.**
2. All quotes must be in a lump sum amount submitted to the RMWR. Before submitting your bid, ensure that you review the Harvesting Timber Agreement Specifications and Special Instructions for each Harvesting Area.
3. In the event of identical price quotes, the parties involved in submitting these quotes shall be requested to quote at a price equal to or higher than their first quote.

### 2 - Fiona Salvage Harvest Timber Agreement Specifications 2023-24

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

1. A minimum 72-hour notification period is required before starting any treatment on the property; the contractor must advise the RMWR contact person (CP) 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 RMWR CP for the harvest area of the date and time when the harvest is completed. RMWR reserves 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 treatment, they are encouraged to contact RMWR for clarification and instruction.
2. Every effort must be made to retain/protect all healthy, stable wind-firm trees, designated snags/legacy trees, cover patches and quality advanced natural regeneration. Salvage harvest activity is directed towards storm-damaged trees, i.e.: (blowdown/uprooted, leaning/hung up, broken tree segments, etc.).

## Appendix A - Continued

Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

RFQ 2023-01

3. Ensure that all storm-damaged non-wind firm trees are salvaged. Hardwoods are to be salvaged to at least 6.4 cm (2.5 in.) minimum top diameter outside bark, small end; softwoods to be salvaged to 7.5 cm (3.0 in.) minimum top diameter outside bark, small end; poplar to be salvaged to 7.5 cm (3.0 in.) minimum top diameter outside bark, small end with the least amount of damage to the lands and roads on the property.
4. Repair any damage caused to the land and the roads during the removal of wood from the property.
5. Existing trails/roadways should be “opened up” when timber harvesting and ensure harvesting slash is not placed in existing trails.
6. All salvage harvesting activities should be implemented when soils are stable (dry, frozen) to prevent rutting.
7. 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. RMWR CP may specify brush mat layering or route selection to further minimize rutting.
8. Conform to Prince Edwards Islands Government Ecosystem-Based Forest Management Standards Manual 2018.
9. 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. For tipped or uprooted stumps, stumps must be tipped back or pulled out and placed flat on the ground.

#### Improper Harvesting Practices Deductions:

1. Large tops - fifty cents (\$ 0.50) for each 2.4 m (eight (8) foot) bolt with a small end diameter outside bark equal to or larger than specified in Salvage Harvest Agreement Specifications; in excess of twenty (20) per hectare.
2. High stumps - fifty cents (\$ 0.50) for each stump in excess of an average height of 15 cm (six (6) inches).

## Appendix A - Continued

Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

RFQ 2023-01

3. Unless otherwise established in writing, ensure all harvesting and wood removal is to be completed no later than Feb.29th, 2024, or the Contractor shall forfeit the 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 \_\_\_\_\_, 2024. In addition, a penalty of \$100 per cord shall be assessed for each cord of harvested round wood that is left on site after \_\_\_\_\_, 2024.
4. Ensure that all trees marking the perimeter of the harvesting area, including those as corner points, shall be left standing.
5. Agree to suspend all work further to this Agreement upon receiving verbal or written notice to that effect from the contact person affiliated with RMWR.

When applicable:

1. Acknowledge that any wood stolen or taken from the property after the signing of this Agreement is not the responsibility of RMWR.
2. Acknowledge that the Contractor is allowed on the property for the purposes of carrying out the work only.
3. 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, RMWR 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 RMWR within 60 days of receipt of the invoice. If the invoice is not paid within 60 days, RMWR may at its option, file with the Supreme Court of Prince Edward Island a judgment against the Contractor for the outstanding payment.

### **3 - Harvest (Salvage) Timber Agreement Specifications RJ Mutter Park Additional Treatment Instructions 2023/2024.**

#### **3.1 - Please also refer to Appendix A Access:**

1. The proposed entrance is a temporary access point located on West River Rd., Rte. 9. Access points and any "woodyard/landing" is to be approved by RMWR.
2. Any mud/debris tracked onto the government road from truck traffic must be kept clean off.

---

Request for Quotation

Rural Municipality of West River

Page 4 of 7

## Appendix A - Continued

Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

RFQ 2023-01

3. Stumps removed during any road/ landing construction must be deposited in designated areas.
4. The contractor is responsible for obtaining any permits and for any site work required.
5. The woodyard/ landing must be levelled off and cleaned of any debris- by the contractor.

### **3.2 - Harvest Block A 9.36ac**

The harvest boundary is marked with orange flags, except for the Southern Stream Management Zone (SMZ) boundary, which is marked with blue flags.

### **3.3 - Harvest Block B 0.30ac & 0.37ac**

The harvest boundary is marked with pink flags in two separate blocks connected with red flag extraction trail access.

## **4 - Confidentiality**

Each quote and all information, materials, and products included in a quote submitted for this project Submissions shall become the property of the Rural Municipality of West River and are irrevocable and open for acceptance by the Municipality until sixty (60) days after the RFQ closing.

## **5 - Conflict of Interest**

Any potential conflict of interest must be disclosed to the Rural Municipality of West River in writing. Any conflict of interest identified will be considered and evaluated by the municipality. The municipality has the sole discretion to take the necessary steps to resolve the conflict.

## **6 - No Contractual Obligations or Claims for Compensation**

The Rural Municipality of West River reserves the right to select any quote in the best interests of and best value for the Municipality. The lowest bidder does not necessarily need to be chosen. The Municipality reserves the right to reject any or all quotes. The Rural Municipality of West River reserves the right to cancel this Request for Quotation, in whole or in part, anytime without penalty or recourse by the bidder. The Municipality also reserves the right to amend or supplement this Request for Quotation.

---

Request for Quotation

Rural Municipality of West River

Page 5 of 7

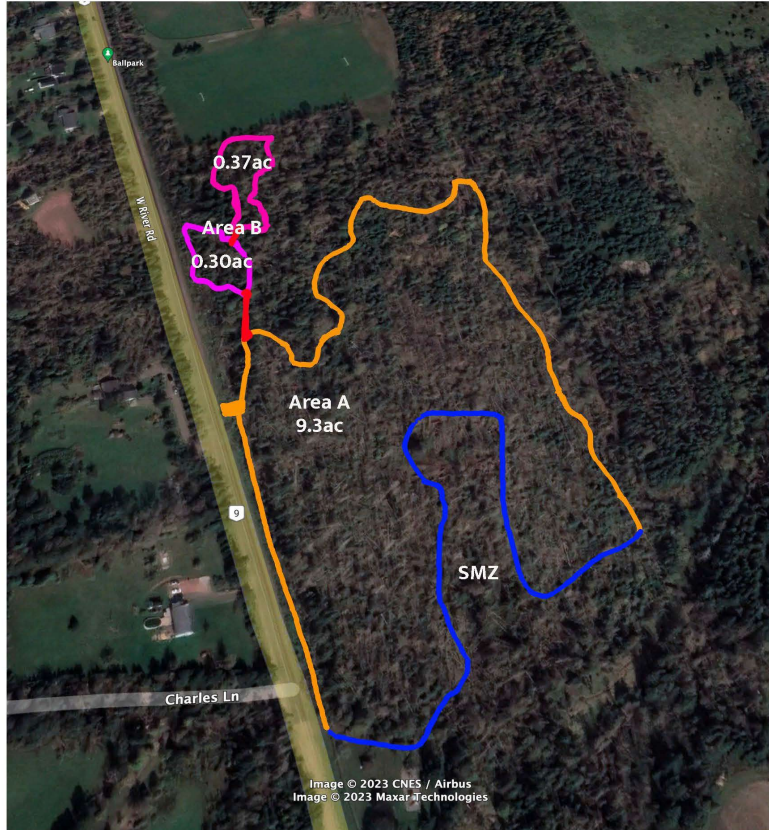
## Appendix A - Continued

Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

RFQ 2023-01

### Salvage Harvest Timber Agreement

#### Appendix A: Harvest Area 2023-24 RJ Mutter Park



**Legend:**

<b>Proposed Landing</b>	Orange Area
<b>Cut-block A</b>	Orange Flag
<b>Cut-block B</b>	Pink Flag
<b>Extraction Trails</b>	Red Flag
<b>Stream Management Zone</b>	Blue Flag



## Appendix A - Continued

Fiona Salvage Harvest 2023 RJ Mutter Park PID 227306

RFQ 2023-01

### RMWR Request for Quotation RFQ-2023-10 Contractor Quote Form

I \_\_\_\_\_ of \_\_\_\_\_ hereby submit a quote for the following Fiona Salvage Harvest as listed in the contractor bid form.

Note: All products harvested on each site will belong to the Contractor, provided that the terms and conditions of this agreement have been met. 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 quote form attached. A negative number in the Contractor Bid form will represent the amount of money the Contractor expects to receive from the RMWR to complete the prescribed harvesting.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Quote Closing Date: Quote must be received at the Rural Municipality of West River (RMWR) office or put in the RMWR's Dropbox, 1552 Rte. 19 (Afton Community Center) in a sealed envelope, no later than 1:00 P.M. Friday, Dec 22, 2023.

Highest or lowest or Any Quote not necessarily accepted by RMWR.

Note- The contractor agrees to maintain liability insurance, providing not less than \$2,000,000 coverage.

RFQ-2023-10	Quote Submission: RJ Mutter Park Fall 23-24	
Location	PID	Quote Price (\$)
Salvage Harvest Area A	227306	_____
Salvage Harvest Area B	227306	_____
	<b>Total Quote Amount (\$)</b>	_____