

SCOPE OF WORK AND PROJECT SPECIFICATIONS
ESEK HOPKINS PARK WEST TRAIL IMPROVEMENTS

I. SCOPE OF SERVICES:

1. The Town of Scituate Land Trust (the Town) seeks to engage the services of a RI Registered Woods Operator or RI Licensed Arborist (Contractor) to conduct hazard tree cutting, rendering, and/or removal of designated trees and associated trail clearing and improvement activities on the west trail loop at the Esek Hopkins Park in Scituate, RI.
2. The selected Contractor shall:
 - Establish a log landing area at the designated location along the west side of Battey Meetinghouse Road (refer to Site Map for designated location);
 - Safely fell, remove and/or render to the ground all designated trees within the project area. Designated trees have been marked with blue paint (See Attachment A for tree list);
 - Clear all designated recreational trails of fallen trees and brush, and remove slash within 10 feet of either side of the trails;
 - Provide post-harvest trail surface improvements and stabilization to allow safe use by the public.

II. TERMS OF SALE

1. The Contractor shall provide a lump sum bid amount for the performance of requested work according to the Scope of Services, along with an hourly rate for providing services related to this contract that are requested beyond the scope of the original agreement.
2. Unless an extension of time is granted in writing, all work shall be completed and contract conditions adhered to on or before March 31, 2024.
3. The Contractor will carry general liability and property damage insurance at his own expense to cover his activities and vehicles. The Contractor shall also carry applicable Workman's Compensation insurance for employees. A certificate of insurance shall be submitted prior to contract signing.
4. The Contractor agrees to hold harmless the Town and its agents, employees, assigns, and successors from and against any and all claims of liability for injury or damages that may result from the performance of this contract.
5. Failure to comply with any conditions of the contract will be cause for suspension of the operation. Failure to remediate non-compliance by the Contractor shall be cause for termination of the contract.

6. A performance bond will be required, as per Town guidelines.

III. HARVEST SPECIFICATIONS

The Contractor agrees to cut, render to the ground and/or remove the designated trees in accordance with the following conditions:

1. Only designated trees shall be cut, rendered to the ground and/or removed. Designated trees have been marked with blue paint at eye level. The Contractor shall be subject to a penalty equal to three (3) times the stumpage value for each unmarked tree cut or damaged negligently within the project area. The Contractor shall not be liable for this penalty in falling unmarked trees necessary for the safe removal of marked trees, the placement of skid and haul roads and landings, as approved by the Town's representative.
2. The Contractor shall be responsible for protecting town roads from damages from log trucks and equipment, and shall be responsible for any town permits that may be needed.
3. Designated landings and skid trails shall be utilized, as laid out by the Town's representative. Any deviation from those trails shall be reviewed and approved by the Town. The Contractor shall repair any stone walls, access roads, culverts, or other improvements damaged during this operation.
4. Due to the presence of standing dead trees and the safety concerns that they represent, the following safety practices shall be followed:
 - In cooperation with the Town and its representative, a safety plan shall be developed and implemented prior to initiating harvesting activities;
 - The Town shall conduct park trail closures and notification of neighboring property owners. However, the Contractor must be aware of the potential presence of unauthorized trail walkers and curious bystanders in the proximity of their work zone, and take precautions to avoid them;
 - Only upon successful trail closure by the Town can the Contractor initiate harvesting activities;
 - The Contractor shall utilize an enclosed machine to safely fell standing dead trees where feasible. There will be large diameter stems that will require hand-felling following the safe felling of surrounding dead trees by machine;
5. Best Management Practices (BMP) shall be followed as may be required by the RI DEM, Division of Forest Environment. BMP's include proper equipment maintenance and fueling that is conducted at landings away from wetland areas. All waste lubricants, fuels, and trash will be stored in leak-proof containers until transported off-site for proper disposal.

6. Additional BMP's to avoid the introduction of non-native plant species to the site will be required, including the cleaning of equipment prior to transport to the site to remove non-native invasive plant parts and seeds. The Contractor shall work with the Town's representatives to confirm such actions prior to moving equipment to the site.
7. Stumps shall not be greater than twelve (12) inches in height. Unmarked trees will be protected against unnecessary damages during logging operations.
8. Protection of the historic cemetery from falling trees shall be provided by the Contractor.
9. Cut stems may be removed from the project site for off-site processing and sale. On-site processing and/or sale of firewood is not permitted. Only the Contractor's trucks, or an approved log-hauling contractor's trucks, may access the landing for wood removal.
10. Equipment size will be limited to low-impact tractor or skid-steer equipped with the appropriate attachments for felling and removal of wood products.

IV. TRAIL SURFACE IMPROVEMENTS

1. Established recreational trails shall be cleared of all woody debris and logging slash to a distance of 10 feet on either side of the trail;
2. Trail surfaces shall be graded to provide a safe surface for recreational use, subject to approval by the Town;

V. CONTRACT CLOSURE

The following conditions must be met following tree removals to successfully execute the contract:

1. All landings and designated trails will be restored to a condition satisfactory to the Town representative. Grass seed mixtures will be sown on potentially erodible areas as directed by the Town representative. Any erosion controls and temporary wetland crossing structures shall be removed and/or stabilized.
2. All machinery used by the Contractor during the operation must be removed at the time of completion of the operation. All wood products piled or left on the property will be removed within thirty (30) days of the conclusion of operations, and by the termination of this contract. Any wood products left on the property beyond this time period shall become the property of the Town.
3. A final review of the project area will be conducted by the Town representative and the Contractor to determine that all contract specifications and any additional work requested by the Town have been satisfactorily completed by the Contractor. At that time the Performance Bond will be released.

SITE MAP



ATTACHMENT A

LIST OF TREES BY SIZE CLASS

8 – 12” DBH

12 – 20” DBH

20 – 30” DBH

| PINE | HDWD | PINE | HDWD | PINE | HDWD |
|------|------|------|------|------|------|
| 23 | 1 | 9 | 18 | 0 | 14 |
| | | | | | |

DBH = Diameter Breast Height (4.5’ above ground level)