

TOWN OF SCITUATE, RHODE ISLAND

INVITATION TO BID

PROJECT: ESEK HOPKINS PARK SALVAGE HARVEST

Sealed Bids are being sought for the lump-sum sale of mixed oak sawtimber and firewood, on approximately 45 acres located easterly of Battey Meetinghouse Road in the town of Scituate, Rhode Island. A map of the sale area and volume summaries are enclosed.

The total estimated volume consists of 13.6 Mbf of mixed oak sawtimber; 46 Mbf of dead but sound dead oak sawtimber; 91.5 cords of marked hardwood firewood and dead oak sawlogs; and an estimate of 25 cords from the tops of sawtimber trees.

A volume summary is attached. No guarantee of the volume available for harvest is made. It is the responsibility of the bidder to review the harvest area and evaluate it for themselves. A low-impact harvesting method will be the preferred operation on this site.

The successful Bidder will assume all risks for the timber during the contract period and shall assume all costs of harvesting the sawtimber and firewood as specified. The use of an enclosed cab felling machine will be favored by the TOWN in the review of bids.

The successful Bidder shall be a Rhode Island Registered Woods Operator and shall be responsible for filing the Intent to Cut Notification with the Rhode Island Division of Forest Environment, along with the required \$25 fee.

Interested parties may view the sale area at a **mandatory pre-bid showing, starting at 8 a.m. on Wednesday, December 16, 2020. Only those bidders that have attended the mandatory showing of the property will be eligible to bid.** We will meet in the parking lot of the Esek Hopkins Park as shown on the Locus Map. In keeping with current “social distancing” requirements, please bring your masks and practice safe distancing measures.

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation will be received in the Office of the Town Clerk addressed to:

Scituate Town Clerk
195 Danielson Pike
N. Scituate, RI 02857

until **Wednesday, January 6, 2021, at 3 p.m. (EST).** The bid proposals will be opened and read aloud at the Bid Opening on Wednesday, January 6, at 3:15 p.m. Individuals requesting interpreter services for the hearing impaired should call the Town Clerk at 647-2822, 72 hours in advance of the bid opening.

DUE TO COVID-19 THE BID OPENING WILL BE AVAILABLE TO BE VIEWED ONLINE VIA ZOOM.

Join Zoom Meeting

<https://us02web.zoom.us/j/81705651306?pwd=MmZ4MnVkK1Jlc24ySkdJeitVbmNUUT09>

Meeting ID: 817 0565 1306

Passcode: 601589

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Any bid proposal received after Wednesday, January 6, at 3 p.m., whether hand delivered, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid. All bids must be placed in a sealed envelope that is plainly marked: **“BID PROPOSAL FOR: ESEK HOPKINS PARK SALVAGE HARVEST”**

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of these Contract Specifications may be obtained from the Town Clerk at 401-647-2822.

The Scituate Land Trust and the Scituate Conservation Commission, meeting jointly, shall submit a list of bid results and recommend a successful bidder to the Town Council who at their next meeting will award the bid.

Questions, or requests for clarification of specs, must be received in writing prior to 4 p.m. on December 23, 2020 via e-mail only to Marc J. Tremblay, Forestry Consultant, at mstremb@cox.net.

THE TOWN OF SCITUATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PARTS THEREOF; TO WAIVE INFORMALITIES AND TECHNICALITIES; AND, TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE MOST COMPETITIVE DOLLAR BID.

CONTRACT SPECIFICATIONS

ESEK HOPKINS PARK SALVAGE HARVEST

I. SCOPE OF SERVICES:

1. The Town of Scituate seeks to engage the services of a Rhode Island Registered Woods Operator (RWO) to conduct salvage harvesting of designated trees and certain trail safety and improvement activities at the Esek Hopkins Park in Scituate, Rhode Island.
2. The selected RWO shall:
 - Establish a log landing area at the designated location along Battey Meetinghouse Road (refer to Harvest Map for designated location);
 - Safely fell and harvest merchantable trees within the sale area. Designated trees have been marked with blue paint;
 - Safely fell and lop any marked but un-merchantable trees within the sale area;
 - 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. This is a lump-sum sale. The RWO shall provide a bid for stumpage payments to the Town of Scituate for the designated timber that shall take into account the cost of providing the referenced trail clearing services. Payment of the net stumpage due to the Town of Scituate shall be made at the termination of the contract activities.
2. The RWO shall provide an hourly rate for providing services related to this contract that are requested beyond the scope of the original agreement and approved by the Forestry Consultant. The extent of the value of these services shall not exceed the bid for stumpage payments and shall be factored into the net stumpage payment referenced in item 1 above.
3. Unless an extension of time is granted in writing, all forest products must be harvested, trail clearing activities completed, and contract conditions adhered to on or before December 31, 2021. All rights to the remaining forest products, cut or uncut, revert to the TOWN after the expiration of the contract.
4. To ensure performance of the contract by the successful Bidder, a performance bond consisting of a bank-issued check in the amount of \$1,000.00, payable to Town of

Scituate, will be required. Upon satisfactory completion of all terms of the contract, the bond will be returned less any monies deducted for non-performance items.

5. The successful Bidder must be a Registered Woods Operator with the State of Rhode Island. The successful Bidder shall be responsible for submitting the Notification of Intent to Cut to the Rhode Island Division of Environmental Management (RI DEM), Division of Forest Environment, and shall be responsible for the accompanying \$25 fee.
6. The Successful Bidder will carry general liability and property damage insurance at his own expense to cover his activities and vehicles. The successful Bidder shall also carry applicable Workman's Compensation insurance for employees. A certificate of insurance shall be submitted prior to contract signing.
7. The successful Bidder 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.
8. Failure to comply with any conditions of the contract will be cause for suspension of the operation. Failure to remediate non-compliance by the successful Bidder shall be cause for termination of the contract.

III. HARVEST SPECIFICATIONS

The RWO agrees to cut and remove the designated timber in accordance with the following conditions:

1. Only designated timber shall be harvested. Designated timber has been marked with blue paint at eye and stump level. Stump level marks shall be left visible for inspection purposes.
2. The RWO 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 inspecting forester. Any deviation from those trails shall be reviewed and approved by the forester. The RWO 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 the Forestry Consultant, a safety plan shall be developed and implemented prior to initiating harvesting activities;

- The Town of Scituate and the Scituate Conservation Commission shall conduct park trail closures and notification of neighboring property owners. However, the RWO 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 RWO initiate harvesting activities;
 - The RWO shall utilize an enclosed machine to safely fell standing dead trees where feasible. The use of an enclosed cab felling machine will be favored by the TOWN in the review of bids. 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's) shall be followed as may be required by the RI DEM, Division of Forest Environment through the Intent to Cut process. 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. The RWO shall be subject to a penalty equal to three (3) times the stumpage value for each unmarked tree cut or damaged negligently within the marked sale area. The RWO shall not be liable for this penalty in falling unmarked trees necessary in the placement of skid and haul roads, landings and corduroy wetland crossings, as approved by the inspecting forester.
 7. Stumps shall not be greater than twelve (12) inches in height. Unmarked trees will be protected against unnecessary damages during logging operations.
 8. All slash that is generated at the landing shall re-distributed in the understory of the sale area. Any logging slash that remains in the woods shall be removed from the trails and shall be rendered to within two (2) feet of the ground. Any slash that happens to fall across the property line shall be pulled back into the sale area for removal or rendering as above. Spring poles and "hung" trees shall be brought to ground level and slashed as above.

IV. CONTRACT CLOSURE

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

1. All landings and designated trails will be restored to a condition satisfactory to the inspecting forester. Grass seed mixtures will be sown on potentially erodible areas as directed by the inspecting forester. Any erosion controls and temporary wetland crossing structures shall be removed and/or stabilized.

2. All machinery used by the RWO 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 inspecting forester, the RWO, and a representative of the Scituate Conservation Commission to determine that all contract specifications and any additional work requested by the TOWN have been satisfactorily completed by the RWO. At that time the Performance Bond and Stumpage Payment transactions can be determined and processed.

TOWN OF SCITUATE, RHODE ISLAND

BID CONDITIONS AND CONTENT

1. Bids shall be signed by a duly authorized agent or official of the contractor / vendor who has legal authority to bind the company and must clearly reflect the specified scope of services and include the proposed time frame for completion. Incomplete bid forms may be cause for disqualification of the bid.
2. Bids that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
3. Bids must be submitted with three (3) complete copies.
4. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time, with the:

NAME OF THE BIDDER
ADDRESS OF THE BIDDER
WORDS "BID DOCUMENTS FOR: ESEK HOPKINS PARK SALVAGE
HARVEST"
DATE OF THE BID

5. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing.
6. Within a reasonable time after the bid opening, the TOWN OF SCITUATE, RHODE ISLAND, (herein after referred to as the TOWN) shall act on the award of a contract for the project.
7. The TOWN reserves the right to withdraw this request at any time based on available funding.
8. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.
9. **THE TOWN RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE MOST COMPETITIVE DOLLAR BID.**

10. Proposals submitted in unmarked envelopes, which are opened by the TOWN in its normal course of business, will not be accepted. If time permits, the proposal may be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.
11. Bid prices shall not include any sales, excise or other taxes for which the TOWN is not liable. All bidders shall honor their properly submitted bid for a period of sixty (60) days subsequent to date of bid opening, without escalation.
12. Tax Compliance – Successful bidder shall be required to submit a current W-9 form in conformance with the attached sample, affirming current reporting compliance with all relevant jurisdictions.
13. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the TOWN that the COMPANY has the ability to complete the work.
14. Insurance – Successful Bidder shall be required to provide valid certificate of General Liability, auto and/or other vehicle, umbrella and (if required) workers compensation insurance in conformance with the attached sample, naming the TOWN OF SCITUATE, RHODE ISLAND as additional insured.
15. PERFORMANCE BOND REQUIRED:
The Successful Bidder shall furnish to the TOWN a performance bond consisting of a bank-issued check in the amount of \$1,000.00, payable to Town of Scituate. Upon satisfactory completion of all terms of the contract, the bond will be returned less any monies deducted for non-performance. The performance bond shall be delivered to the Town prior to the commencement of work. The bond shall include the appeal requirements of these CONTRACT SPECIFICATIONS.
16. The COMPANY must bid the project as outlined in the CONTRACT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the CONTRACT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed.
17. The following items shall also be included with the bid:
 - Personnel Roster
 - Statement of Qualifications
 - Name and resume of project manager
 - Non-Collusive Bid Statement
18. Each bidder must inform themselves of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a

successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.

19. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.
20. **Prevailing Wage** – The successful bidder shall comply with all regulatory requirements pursuant to this RFP, resulting bid award/contract documents, including, but not limited to all Department of Labor Prevailing Wage requirements, if required. The successful bidder shall indemnify the Town from any prevailing wage claims/actions that may be brought by the Department of Labor and Training with regard to this project.
21. **COMPLETION DATE AND TIME SCHEDULE: See Section II in Contract Specifications above.**
 - A. **Awarding of Contract**
Within a reasonable time after the opening of the bids, the TOWN shall award a contract for the revaluation project. **The Town reserves the right to reject any and all bids as previously stated.**
 - B. **Signing the Contract**
Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications.
The COMPANY shall commence work within thirty (30) days of the signing of said CONTRACT, weather permitting and as discussed with the Forestry Consultant.

TOWN OF SCITUATE, RHODE ISLAND
BID FORM

Project: ESEK HOPKINS PARK SALVAGE HARVEST

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **CONTRACT SPECIFICATIONS** enclosed with the **INVITATION TO BID** on the subject project.
2. Should this bid be accepted in writing by the **TOWN**, said **COMPANY** will furnish the payments and services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **CONTRACT SPECIFICATIONS**.
3. That the bid is accompanied by a performance bond in the amount \$1,000.
4. That all items, documents, statements and other information as required by the **CONTRACT SPECIFICATIONS** have been submitted herein.
5. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **TOWN** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the most competitive dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **CONTRACT SPECIFICATIONS**.
6. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **CONTRACT SPECIFICATIONS** in the total Dollar amount below.

BID AMOUNT:

Respondent will provide a dollar amount to be PAID to the TOWN for the specified timber harvest, to include all related costs as specified. For less than a break even amount, please indicate a minus dollar figure which will represent payment by the TOWN to the respondent for costs exceeding the return from merchantable timber.

(Total Not Less Than Dollar Amount) _____

(Written Not Less Than Dollar Amount) _____

Respondent will provide an hourly and daily rate for additional services, with estimate of the time required to perform the requested services, not-to-exceed the bid for stumpage payments.

Hourly Rate _____ Daily Rate _____

Company _____

By: Name and Title _____

Signature _____

Business address _____

Telephone Number _____

E-mail Address _____

Please include a list of machinery to be used on the project and any other pertinent information:

TOWN OF SCITUATE, RHODE ISLAND
NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

Signature

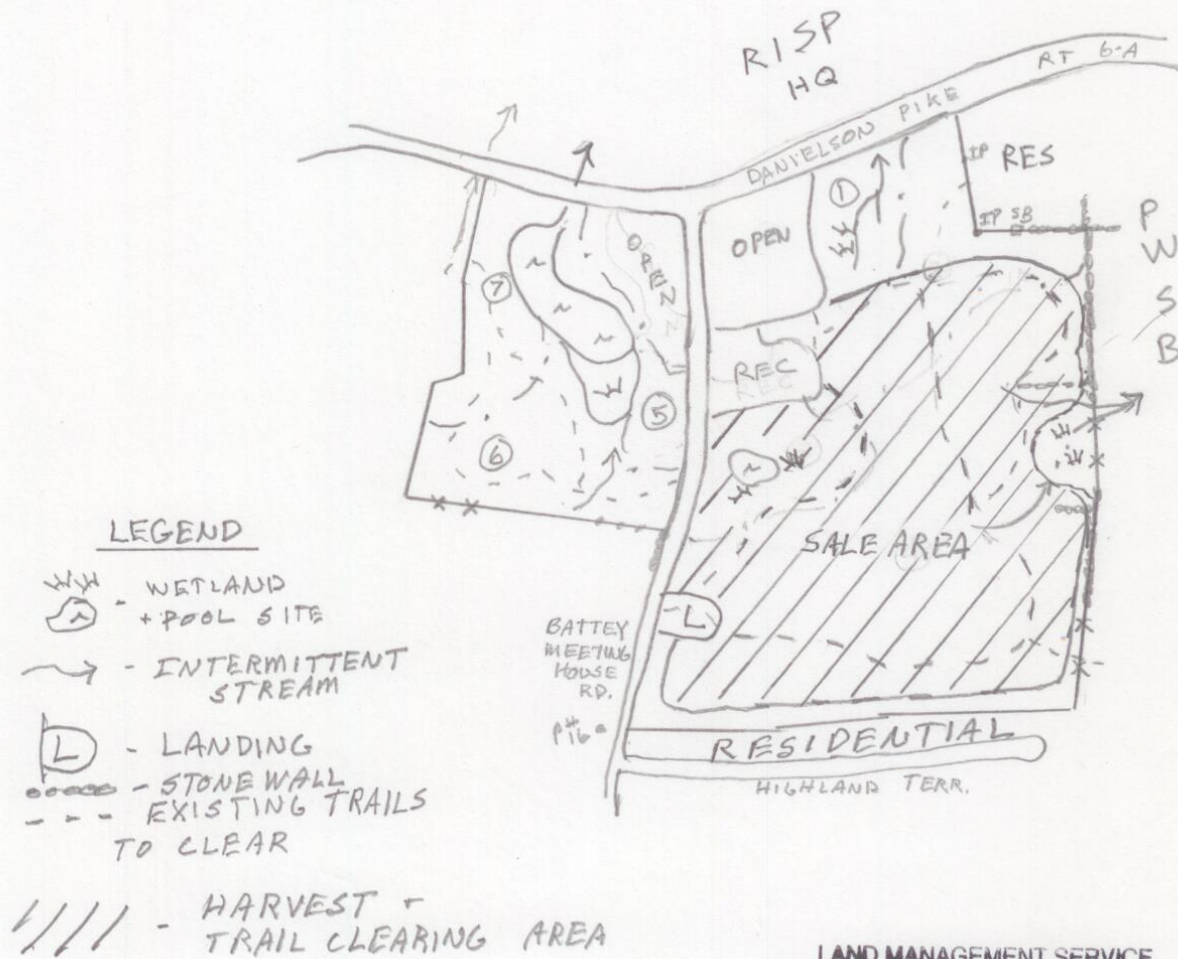
Printed Name

Title

Company

Date

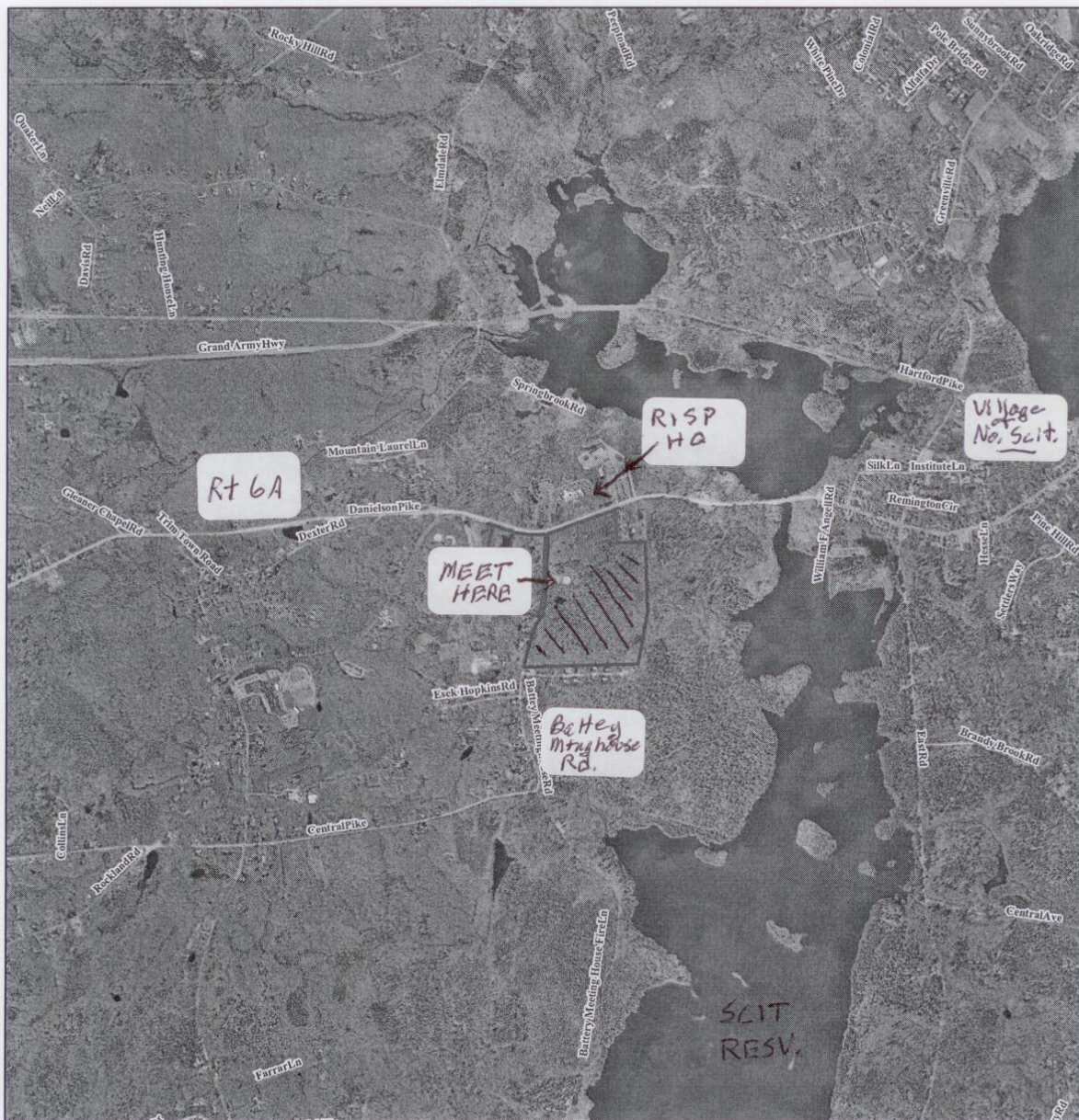
ESEK HOPKINS PARK
HARVEST MAP
SCITUATE, RI



LAND MANAGEMENT SERVICE
 MARC J. TREMBLAY, CF
 303 COURTHOUSE LN
 PASCOAG, RI 02859-2813

NOV, 2020

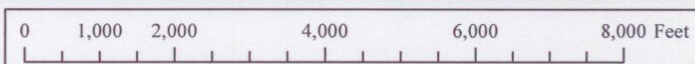
Parcel Locus Map



Legend

Property

Figure 1



Project: Esek Hopkins
 Town: Scituate
 County: Providence
 State: Rhode Island
 Date: 8/28/19
 Prepared for: Land Management Services
 with assistance from:
 Natural Resource Services, Inc.



Data Sources: April 2019 aerial RI DEM Mapping, RIGIS