

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   14
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 04-Oct-2023	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751	CODE W912WJ	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912WJ24Q0009	
		X	9B. DATED (SEE ITEM 11) 27-Sep-2023	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Amendment 0001 is to revise the Performance Work Statement and Bid Schedule.  The quote due date remains October 11, 2023 at 2:00 pm.  All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		04-Oct-2023

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

REVISED BID SCHEDULE

**MECHANICAL VEGETATION REMOVAL  
U.S. ARMY CORPS OF ENGINEERS  
HOPKINTON-EVERETT LAKES  
CONTOOCCOOK, NEW HAMPSHIRE  
PERFORMANCE WORK STATEMENT  
AUGUST 2023**

**REVISED Bid Schedule**

Item#	Task	Unit	Quantity	Total
<b>1</b>	<del><b>Hopkinton Dam Canal #1</b> a. Brush Shrub and Small Tree Removal b. Tree Removal c. Chipping</del>	<del><b>Job</b></del>	<del><b>1</b></del>	
<b>2</b>	<b>Hopkinton Dike H-3</b> a. Brush Shrub and Small Tree Removal b. Chipping	<b>Job</b>	<b>1</b>	
<b>3</b>	<b>Hopkinton Spillway</b> a. Brush Shrub and Small Tree Removal b. Chipping	<b>Job</b>	<b>1</b>	
<b>4</b>	<b>Everett Dike P-2</b> a. Brush Shrub and Small Tree Removal b. Chipping	<b>Job</b>	<b>1</b>	
<b>5</b>	<b>North Weir</b> a. Brush Shrub and Small Tree Removal b. Chipping	<b>Job</b>	<b>1</b>	
			<b>Total:</b>	

REVISED PWS

**MECHANICAL VEGETATION REMOVAL  
U.S. ARMY CORPS OF ENGINEERS  
HOPKINTON-EVERETT LAKES  
HOPKINTON, WEARE, AND DUNBARTON, NEW HAMPSHIRE  
REVISED PERFORMANCE WORK STATEMENT**

**I. General:**

1. **Scope** – Furnish all labor, materials, and equipment necessary to perform mechanical vegetation removal at five (5) locations around the Hopkinton-Everett Lakes Project totaling approximately 6.63 Acres. See **Exhibits A through E** for work locations. This work shall include the cutting, removal, mulching or chipping of brush, shrubs, and trees according to the site location and description. There may be trees that exhibit higher hazard to personnel, property or infrastructure in their condition or precarious location that are included in this work. Work may be in wet areas, on riprap stone or steep slopes depending on the site conditions.
2. **Location** – Location – The Hopkinton Lake Project Office is located at 2097 Maple Street, Hopkinton, New Hampshire. The Everett Dam is located at 395 Clough Park Road, Weare, New Hampshire. Work sites are located within the Hopkinton Everett Lakes Project in the towns of Hopkinton, Weare, and Dunbarton, New Hampshire.
3. **Site Visit** – Contact the Technical Point of Contact (TPOC) to arrange a site visit. The TPOC for the project is Natural Resource Specialist, Pascal Carter (978-318-8333, 603-746-3601 ext. 333, or [pascal.a.carter@usace.army.mil](mailto:pascal.a.carter@usace.army.mil)).
4. **Schedule** – The period of performance will be 1 November 2023 - February 29, 2024. Work shall be performed Monday through Friday 7:30 AM to 4:00 PM unless otherwise approved by the TPOC. No work shall be done on weekends or Government holidays. The Pre-Work Conference shall be completed within 14 days of Contract Award. All safety submittals shall be submitted, reviewed, and accepted within 30 days of Contract Award.
5. **Safety Requirements** – All work shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable Occupational Safety and Health Administration (OSHA), federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at the following link:  
[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

**a. Accident Prevention Plan:**

The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHA) as described below. A non-mandatory, fillable APP template is available upon request. However, the Contractor is permitted to submit their own plan; at a minimum it must meet the requirements of EM 385-1-1, Appendix A, Section K.

A preparatory meeting shall be conducted by the Prime Contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

**b. Activity Hazard Analysis:**

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

**c. Emergency Response:**

Emergency procedures shall be documented in the APP and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

**d. Required Personnel:**

The Contractor shall designate one employee as the site's Competent Person (CP) to function as the Site Safety and Health Officer (SSHO). The SSHO shall be present at the project site and report to the Contractor's upper management. The SSHO is required to have related construction experience and have completed a 10 Hour OSHA training (or more). The CP is required to have related construction and/or service experience.

When emergency medical services are not accessible within five (5) minutes of the work location and there are two (2) or more workers onsite, at least two (2) employees shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

**NOTE:** Other Competent or Qualified Persons may be required per EM 385-1-1 and/or other sections of this Performance Work Statement, based on the characteristics of the tasks.

e. **Accident Reporting:**

All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses, and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the TPOC within four (4) hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the TPOC. ENG Form 3394 shall be completed and submitted to the TPOC within five (5) working days of the incident.

The Contractor shall compile employee work hours (including subcontractors) and forward the total hours to the TPOC no later than close of business on the 10<sup>th</sup> calendar day of the following month. The method of transmission by the Prime Contractor to the TPOC shall be electronically.

6. **Flooding** – Hopkinton Everett Lakes is primarily a Flood Risk Management Project. Occasional retention of floodwaters may inundate portions of the dam property or access roads in the areas covered by this contract. The TPOC will notify the Contractor as areas are closed as a result of floodwaters. When flooding ends and waters recede, the TPOC will notify the Contractor as areas reopen and services may resume.
7. **Pre-Work Conference** – Prior to the start of any work, the TPOC will schedule and conduct a “Pre-Work Conference”. The Contractor’s Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the Government and Contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the TPOC to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Work Conference the Contractor shall provide the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this Pre-Work Conference:

- i. Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii. Contractor’s Safety Program (including sub-contractors).
- iii. Accident Prevention Plan and Activity Hazard Analysis (Submitted & accepted prior to start of work on site)
- iv. Safety Meetings (Documented on NED Form 251)
- v. Accident Reporting (ENG Form 3394)
- vi. Safety Data Sheet (SDS) requirements
- vii. Contractor’s Equipment
- viii. Correspondence, Communication, Security and Administrative Procedures.
- ix. Invoice and payment.

**NOTE: Work cannot begin until all safety paperwork is submitted and accepted by the Government.**

8. **Permits** – The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable federal, state, county, and municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
9. **Security** – The Contractor will comply with all established security policies at the Hopkinton Everett Lakes Project. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24-hour notice of any such closure.
10. **Payment** – The Contractor shall furnish the TPOC with one invoice after all work has been completed. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, labor hours, and total amount due per line item. The invoice must also include the company letterhead, and this must match the data that is registered in the System for Award Management (SAM) registry. Payment shall be made monthly for the actual services performed at the applicable contract unit price.

**NOTE:** Final Payment may be held until the Contractor has returned any and all issued keys/cards to the TPOC at the completion of work. Any and all keys/cards are required to be physically handed to the TPOC, or if mailed, the Contractor assumes all responsibility for loss (which may include the cost of rekeying the applicable project).

All invoices may be mailed to:  
U.S. Army Corps of Engineers  
Hopkinton Everett Lakes  
Attn: Pascal Carter  
2097 Maple Street  
Hopkinton, New Hampshire 03229

Or emailed to: [Pascal.a.carter@usace.army.mil](mailto:Pascal.a.carter@usace.army.mil)

## **II. Technical Requirements:**

### **Part 1 General:**

1. **Summary** – Furnish all equipment, materials, labor, and transportation necessary to perform mechanical vegetation removal at five (5) locations around the Hopkinton-Everett Lakes Project. This work shall include the cutting, removal, mulching or chipping of brush, shrubs, and trees according to the site location and description. There may be trees that exhibit higher hazard to personnel, property or infrastructure in their condition or precarious location that are included in this work. Work may be in wet soil areas, on riprap, or steep slopes depending on the site conditions.

Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.

2. **Submittals** – Although the Government reviews submissions for technical data/information required by this Performance Work Statement, it is emphasized that the Contractor's work must be completed using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted to the TPOC for review and must be accepted by the Government within 30 days of Contract Award. Submittals must be accepted prior to the commencement of any field activities.
  - Accident Prevention Plan
  - Activity Hazard Analysis
  - All Certifications and Licenses as determined by the scope of work.
3. **References** – All work shall be in conformance with:
  - a. U.S Army Corps of Engineers (USACE)
    - i. EM-385-1-1 Safety and Health Requirements Manual, U.S. Army Engineering Manual.
  - b. Code of Federal Regulations (CFR)
    - i. Title 36 – Parks, Forests, and Public Property; Chapter III – Corps of Engineers, Department of the Army.
  - c. Other appropriate federal, state, and local codes for such an installation.
4. **Other Contracts** – The Government may undertake or award other contracts for additional work not related to this contract, and the Contractor shall fully cooperate with other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.
5. **Preferred Sequence for Work Schedules** – The Contractor must provide sufficient personnel and equipment to accomplish services stated in the contract. The Contractor will coordinate a work schedule for each service, and approximate times for beginning and ending of each required service listed with the TPOC. Any changes or alterations to the schedule must be coordinated and approved by the TPOC in advance of actual schedule changes.
6. **Clean Up and Waste Disposal** – The Contractor shall practice good housekeeping to maintain a safe job site. The Contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area, the Contractor shall remove any tools, equipment, and materials that are not the property of the Government. Any and all disturbed areas resulting from Contractor activities shall be restored by the Contractor to the satisfaction of the TPOC. All waste material will be disposed of offsite in accordance with all federal,

state, and local regulations.

- 7. Environmental Protection** – Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the Contractor at the site, and the site will be inspected/ cleaned daily when working onsite. Water, air, and land resources shall not be adversely impacted during the course of the work. The Contractor will take necessary steps to ensure all federal, state, and local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the Contractor.
- 8. Personal Protective Equipment** - It is the Contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work.
- 9. Government Resources** – The Government will provide gate access to all necessary locations. There is not a restroom available at the contract site, and there is no access to potable water at the contract site. The Contractor would have to provide these resources or have an acceptable alternative plan for these resources. The Government will assist in restricting public access to potentially unsafe work areas.
- 10. Damage to Government and Private Property** – The Contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the Contractor's operation. The Contractor shall also be responsible for any damage to private property or injury to any person as a result of the Contractor's operation. The Contractor shall notify the TPOC immediately of damage to Government and private property and injury to any person resulting from the Contractor's operation. Also, the Contractor shall notify the TPOC of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the Contractor's operation. Damaged or destroyed grass areas shall be re-planted as directed by the TPOC, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.
- 11. Contractor's Qualifications** –

  - a. Experience:**

    - i. The Contractor shall be able to demonstrate at least 3 years' experience with Mechanical Brush and Tree Removal.
  - b. License and/or Certifications:**

    - i. All work shall be performed by Qualified Personnel
    - ii. The Contractor shall have the appropriate current license issued by the State for the work required and shall obtain and comply with any other necessary licenses or permits prior to beginning any work.

- iii. The Contractor shall provide documentation of the appropriate licenses and certifications to the TPOC.

## 12. Contractor's Personnel –

- a. **Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

**Note:** At least one (1) of the Contractor employees on site shall be able to communicate effectively and efficiently with project staff.

- b. **Employee Conduct** - The Contractor shall be responsible for seeing that the Contractor's employees strictly comply with Code of Federal Regulations (CFR) Title 36, Chapter III, Part 327, and all federal, state, and municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee(s).

Examples of unbecoming actions or conduct include but are not limited to the following:

- i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, USACE personnel, or other contractors
  - ii. Recurring written and/or verbal complaints from visitors, USACE personnel, or other contractors.
  - iii. Unsafe operation of vehicles while on USACE property.
- c. **Removal of Contractor's Employees** - The TPOC may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the TPOC, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

- 13. **Quality Assurance** – The Contractor is responsible for the quality control of the contract work. The Contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The Government has the right to

inspect and test all items called for by the contract, to the extent practicable always and at all places during the term of the contract.

#### **14. Inspections-**

- a. Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein.
  - b. General Inspection** - Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to ensure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the TPOC to allow verification of results for payment. A Government representative may accompany the Contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
  - c. Equipment/Supplies Inspections** - The TPOC may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the TPOC. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.
  - d. Government Inspections** - The Government will monitor the Contractor's service performance and make deductions accordingly.
- 15. Receiving and Storing Materials** – The Contractor is responsible for protecting any stored material until it is placed in service. The Contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the Contractor and will not be responsible for damage to the Contractor's equipment or materials.
- 16. Omissions** – This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

**Part 2 Equipment:**

- 1. Condition of Equipment**– All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards.
- 2. Type of Equipment-**
  - a. The Contractor shall provide the appropriate equipment and tools of the trade to execute the requirements of the Performance Work Statement.
  - b. Types of equipment for this work may include but not be limited to:
    - i. Non-Motorized hand tools such as hand saws and loppers
    - ii. Small, motorized hand tools such as chainsaws and brush cutters
    - iii. Small to industrial sized chippers
    - iv. Fixed tooth or flail style mower heads attached to appropriately sized equipment such as tracked excavators, skid steer machines, or tractors.
    - v. Other equipment related to vegetation removal as determined by the service requirements of this Performance Work Statement.

**NOTE:** Transportation and fuel costs to and from the project location shall be included in the bid amount for each location and service.

**NOTE:** No heavy equipment or machinery will be allowed to drive across the riprap slope of the dam, dike, spillway, and terrace or levee unless approved in writing by the TPOC.

**NOTE:** Use caution around power lines that may exist at work sites.

**Part 3 Service Description:**

- 1. Brush Shrub and Small Tree Removal:**
  - a. The Contractor shall remove the brush, shrubs, or trees less than and including 3 inches in diameter. (Trees – Diameter at breast height – DBH; Brush and Shrubs – Diameter at ground level).
  - b. The trees shall be felled and/or shrubs shall be cut down and the stumps shall be cut flush with the ground.
- 2. Tree Removal:**
  - a. The Contractor shall remove trees and / or trim tree limbs of varying sizes according to the specific service requirements. This may include trees that have already fallen into the designated work areas.
  - b. The trees shall be felled, and the stumps shall be cut flush with the ground.
- 3. Hazard Tree Removal:**

- a. The Contractor shall remove all or part of trees that have become a hazard to personnel, property, or infrastructure.
  - b. The trees will range in size and are likely in a precarious position with the likelihood of placing property or infrastructure at risk during the removal.
  - c. Whole or partial trees felled shall also be grubbed and the stumps shall be cut flush with the ground.
- 4. Wood Chipping:**
- a. The Contractor shall chip all brush, shrubs, trees, and limbs up to and including a maximum diameter of 6 inches.
  - b. No chip piles shall exceed 3' in height or 75' in diameter.
  - c. Trees and limbs larger than 6 inches must be taken offsite by the contractor unless directed by the TPOC.

**NOTE:** All materials, including wood chips, shall be removed offsite, unless directed by the TPOC to leave the material at location.

#### **Part 4 Service Requirements:**

##### **~~1. Hopkinton Dam Canal#1:~~**

- ~~a. **Brush Shrub and Small Tree Removal:** All vegetation must be removed or chipped within the mapped area, including vegetation found growing on the water's edge at the opening of the canal where it intersects with the Contoocook River.~~
- ~~b. **Tree Removal:** Remove all trees within mapped and /or flagged area. Cut and remove all trees including dead trees on the ground to leave an open area within the canal. Trees must be hauled off site or chipped.~~
- ~~c. **Wood Chipping:** All vegetation 6 inches and smaller must be chipped or removed from area. Woodchips may not be broadcast into the water.~~
- ~~d. **Aerial photo of work area shown in Exhibit A.**~~
- ~~e. **Area is approximately 0.71 acres.**~~

##### **2. Hopkinton Dike H-3:**

- a. **Brush Shrub and Small Tree Removal:** All vegetation 3 inches or less in diameter must be removed from the mapped area.
- b. **Wood Chipping:** All vegetation 6 inches and smaller must be chipped. No piles of wood chips can remain in the road. Wood chips may be broadcast into the adjacent wooded area.
- c. Aerial photo of work area shown in **Exhibit B**.
- d. Area is approximately 1.27 acres.

##### **3. Hopkinton Spillway:**

- a. **Brush Shrub and Small Tree Removal:** All vegetation must be removed or chipped within the mapped areas.
- b. **Wood Chipping:** All vegetation 6 inches and smaller must be chipped. All chipping must be done outside of the spillway field areas and **NO** wood chips

shall be broadcast into the spillway. Woodchips may be broadcast into adjacent wooded areas.

- c. Aerial photo of work area shown in **Exhibit C**.
  - d. Area is approximately 0.94 acres.
4. **Everett Dike P-2:**
- a. **Brush Shrub and Small Tree Removal:** Remove all brush and small trees from mapped area. All vegetation 3 inches or less in diameter must be removed or chipped from within the mapped area.
  - b. **Wood Chipping:** All vegetation 6 inches and smaller must be chipped. Wood chips may not be broadcast into any waterbody.
  - c. Aerial photo of work area shown in **Exhibit D**.
  - d. Area is approximately 2.74 acres.
5. **North Weir:**
- a. **Brush Shrub and Small Tree Removal:** Remove all brush and small trees from the East and West side of Sugar Hill Road to the water's edge. All vegetation 3 inches or less in diameter must be removed or chipped from within the mapped area.
  - b. **Wood Chipping:** All vegetation 6 inches and smaller must be chipped. Wood chips may not be broadcast into any waterbody.
  - c. Aerial photo of work area shown in **Exhibit E**.
  - d. Area is approximately 0.97 acres.

## Part 5 Service Locations:

### 1. ~~ITEM NO. 1 - Hopkinton Dam Canal #1~~

- a. ~~**Access:** Site can be accessed via Hopkinton Dam parking area located at 2097 Maple Street, Hopkinton NH. The access road behind the office leads into lower field that contains a small parking lot that is used for remote control airplane flying. Access to Northern work area will be down into the canal and driving across riprap material to the end of the canal. Equipment can be unloaded and loaded from the small parking area. Access for South side work area will be from gated Agricultural field off Tamarack Rd in Hopkinton NH. No equipment can be stored within the work area over night at this location.~~
- b. ~~**Site information:** The work area is within the middle, "dry" portion of the Hopkinton Everett Lakes Canal #1 found between the Contoocook River and Hopkinton Lake. The surface is mostly Riprap stone with some grasses growing in the flood water sediment. Access can only be made when water is within the normal pool elevations.~~
- c. ~~Work Area is approximately 0.71 acres as shown in **Exhibit A**.~~

### 2. ITEM NO. 2 - Hopkinton Dike H-3:

- a. **Access:** Site can be accessed from Cressey Brook Road in Contoocook, NH. Equipment trailer can be unloaded at the top of the hill beyond the gate and before crossing over Dike H-3 which is adjacent to the Spillway.

