



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Acting Director

Date: June 22, 2015

Subject: **Trail of Tears State Forest Management Harvest, Reference # 22036097**

Solicitation Package Recipients:

Transmitted herewith, please find Addendum #1 for the above referenced project.

This addendum is issued to modify the language in Section 1. Description of Supplies and Services and Section 2. Pricing to:

- Log length revised (1.2.2.10)
- Marked trees to be cut and removed identified (1.2.3.7)
- Written notice added (1.3.2.1 and 2.4.2.1)

If you have any questions or comments regarding these changes, please contact Nicole Bergee at Nicole.Bergee@illinois.gov for assistance.

Thank you.

Trail of Tears State Forest Management Harvest

Addendum #1

Replace pages 27 - 35 in the Contract
with the following

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** To utilize the knowledge and expertise of the Vendor to commercially harvest approximately 142 acres of mature oak-hickory forest at Trail of Tears State Forest in Union County. The Illinois Department of Natural Resources (IDNR) seeks to restore, enhance and maintain forest habitat of high quality with a primary focus on regeneration of oak species and restoration of communities that support wildlife species in greatest need of conservation. The management harvest will improve forest health and resilience by reducing tree densities to levels that will maintain oak dominance and encourage the development of oak seedlings and saplings.
- 1.2. SUPPLIES AND/OR SERVICES REQUIRED:** Currently, the area planned for harvest contains mature oak, hickory, tulip poplar, and other species. Compartment stocking level is approximately 104 square feet of basal area [BA] per acre. The total number of trees to be removed in the harvest unit is 1,066 with an estimated volume of 292,177 board feet (Doyle). The average basal area to be removed is 20 square feet of basal area [BA] per acre.

1.2.1 Protection and Restoration of Property/Resources

- 1.2.1.1 Vendor shall take precautions to protect any and all structures (buildings, toilets, shelters, etc.), fixtures (water hydrants, camper posts, signage, etc.) and other amenities from damage due to its tree cutting and removal operation. If any damages are incurred from the Vendor's operations to any properties outside of the project limits as shown on the maps provided, the Vendor shall be responsible for all repairs required to restore the damaged areas to their original condition regardless of the property involved.
- 1.2.1.2 Vendor shall maintain all established roads, trails, and firebreaks within the State Forest Area in the same condition they were at the start of the tree harvest operation. Vendor shall not block public roads.
- 1.2.1.3 Vendor shall notify the Department of large nests found after January 1 in trees designated for removal that could potentially be used by bald eagles, herons, red-tailed hawks, great horned owls, barn owls, barred owls or other large nesting birds. The Department shall confirm that the identified nest is not active before the tree is cut.
- 1.2.1.4 Vendor shall not harm, harass or kill wildlife, including the state threatened timber rattlesnake.
- 1.2.1.5 Work shall cease operations at the close of business March 31 and shall resume October 1 of each year to avoid impacts to the federally endangered Indiana bat that may be roosting in the area during this time.
- 1.2.1.6 Vendor shall temporarily suspend operations upon notice from the Department due to wet conditions, excessive property damage, or other reasons determined by the Department which may adversely impact the project area's resources.

- 1.2.1.7 Vendor shall follow only skid trails and roads that are marked and agreed upon by the Department. Said roads will not be allowed in bottomlands, stream corridors or riparian areas without specific approval of the IDNR Forester.
- 1.2.1.8 If any fire starts as a result of the operation, the Vendor shall immediately cease all logging operations and, at the Vendor's expense, take necessary actions to suppress such fires.
- 1.2.1.9 The project area designated herein shall be open at all times for inspection by the Department and shall be posted as closed to all other public uses during the term of the contract except as noted in section 1.2.1.12.
- 1.2.1.10 Any deviations from the limits of the maps or requirements specified herein shall only be allowed with written approval of the Department.
- 1.2.1.11 Vendor shall clean all equipment prior to being brought on site. Cleaning shall include washing with a pressure-washer to ensure that all equipment is free from potentially invasive plants and seeds. The equipment shall be inspected by the Department of Natural Resources prior to being taken into the harvest area.
- 1.2.1.12 Vendor shall suspend harvest operations during the First Firearm Deer Season (Friday through Sunday immediately before Thanksgiving) and Second Firearm Deer Season (Thursday through Sunday following Thanksgiving) of each year.
- 1.2.1.13 The road known as "North Forest Road" shall be open to the public until December 24 and shall re-open at the end of spring turkey hunting season. This road shall remain passable at all times during harvest operations, even when the gate is closed.
- 1.2.1.14 Vendor shall employ use of cable and winch equipped log skidders to remove and move logs within the harvest area to landing or loading areas. Said equipment shall have the ability to pull logs up slopes while parked or operating from above.
- 1.2.1.15 Vendor shall employ use of, or retain and have available, a bulldozer for installing water control bars, rolling dips, out-sloping or similar "Best Management Practices" on haul paths, logging access roads, and existing roads affected by skidders and log removal operations.

1.2.2 Additional Requirements:

- 1.2.2.1 Where possible, Vendor shall keep skid trail grades less than 15%. When steep grades are unavoidable, Vendor shall break the grade and install drainage structures.
- 1.2.2.2 Vendor shall winch logs from steep slopes in areas where conventional skidding could cause erosion.
- 1.2.2.3 While skidding logs, the lead end of the logs shall be elevated to minimize gouging of the skid trail.

- 1.2.2.4 Vendor shall locate landings outside streamside management zones and only as approved by the IDNR Forester.
- 1.2.2.5 Vendor shall comply with all recommended BMP guidelines as described in "Illinois Forestry Best Management Practices."
http://web.extension.illinois.edu/forestry/timber_harvest/il_forestry-bmps_2007.pdf
- 1.2.2.6 Vendor shall scatter all logging debris that is accumulated at landing areas, including bark, tops and slash.
- 1.2.2.7 Vendor shall install water-bars and broad-based dips according to the "Illinois Forestry Best Management Practices" guide and to the satisfaction of the Department.
- 1.2.2.8 Roads and landings shall be graded, seeded and mulched with a seed mixture and rate approved by the Department. Vendor shall install sediment-control and drainage structures on skid trails and landings where needed according to guidelines as described in "Illinois Forestry Best Management Practices."
- 1.2.2.9 Trees shall not be left hanging in other trees.
- 1.2.2.10 Stump heights shall not exceed twelve (12) inches above the ground level. The maximum log length allowed for skidding is 35 feet. Logs longer than 35 feet may be skidded with specific approval of IDNR Forester.
- 1.2.2.11 All litter, trash, and refuse shall be promptly removed from the logging operation and properly disposed of at the end of each working day.
- 1.2.2.12 Only supplies necessary to the operation shall be stored on site and shall be neat and safely sealed or packaged to prevent spillage or hazard to persons or the natural resources of the site.

1.2.3 Special IDNR Provisions:

- 1.2.3.1 Work shall not begin until October 1, 2015.
- 1.2.3.2 Any work performed on State premises shall be completed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 1.2.3.3 The Department shall not enter into any concurrent contract involving tree products in the sale area during the period covered in this contract without the written consent of the Vendor.
- 1.2.3.4 The Department reserves the right to inspect the operation at any time to determine whether the provisions of the contract are being carried out.

- 1.2.3.5 The Department reserves the right to authorize the commencement or cessation of harvest operations based upon the Department's determination as to suitability of soil conditions or other factors which may adversely impact the project area's resources.
- 1.2.3.6 The Department does not make any warranties or other representation regarding the quantity, quality, or value of the tree products covered by this contract.
- 1.2.3.7 Unless otherwise specified, all trees marked by IDNR staff foresters with orange or blue paint on tree boles and basal stumps are included in this harvest. All marked trees shall be felled by the Vendor, but skidding and removal from the site is at the Vendor's discretion. Exceptions to leave individual trees standing may be requested by the Vendor. If the exception is approved by the IDNR forester, the tree will be marked for retention.
- 1.2.3.8 The Department is the sole owner of the property and has the authority to sell the trees as described herein.
- 1.2.3.9 The Department's representative will be an IDNR Forester.

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Phone: 618-949-3729

1.3. MILESTONES AND DELIVERABLES: Payments must be in the form of a bank draft, cashier's check, certified check, or money order, payable to the Illinois Department of Natural Resources. Payments shall be deposited into the Forestry Development Fund (905).

1.3.1 Lump Sum Payment and Performance Deposit:

1.3.1.1 Vendor shall submit 20% of the lump sum payment plus a 10% performance deposit at the time of contract execution. The balance of the lump sum payment shall be submitted prior to September 30, 2015.

1.3.2 Undesignated Trees Cut and Damaged:

1.3.2.1 Payments as outlined below shall be paid as they occur within five (5) business days of written notice from Department and prior to an imposed contract termination.

1.3.2.2 Vendor shall pay the Department for undesignated merchantable trees cut at the rate of triple the average price paid per tree, based on the bid price, plus \$1,000 per tree. These trees remain property of the Department and shall not be removed.

1.3.2.3 Vendor shall pay the Department for excessive tree damage of undesignated merchantable trees unnecessarily damaged at the rate of \$200 per occurrence. Excessive tree damage to an individual tree is defined as one or more of the following:

- Broken branches: greater than 20% of the tree canopy
- Bark abrasions on the bole that results in removal or loosening of the outer bark of the tree exposing the inner bark or cambium greater than 100 square inches in surface area.
- Root damage: more than 20% of the root area is exposed or severed within the drip line of tree's crown.

1.3.2.4 Vendor shall not cut, fell or remove aforementioned excessively damaged trees.

1.4. VENDOR / STAFF SPECIFICATIONS:

- 1.4.1 Vendor shall provide all equipment, materials, and personnel to successfully complete all phases of project as described in this contract.
- 1.4.2 Vendor shall possess a current Illinois Timber Buyer's license.
- 1.4.3 It shall be the responsibility of the Vendor to be aware of and adhere to all State and OSHA (Occupational Safety and Health Administration) regulations.
- 1.4.4 Vendor shall coordinate with the Department to establish the location, construction and use of log yarding areas to facilitate the access and removal of trees.
- 1.4.5 Vendor is responsible for contacting appropriate local or County roadway officials regarding load limits, seasonal restrictions, and utilization of the local and County road system during the harvest operation.
- 1.4.6 The risk of loss or damage to the designated trees within the project area herein purchased, from all causes whatsoever, shall be borne by the Vendor.
- 1.4.7 Vendor shall notify the Department when tree harvesting will commence. In addition, the Vendor shall supply fifteen (15) days in advance, written notice stating the date all cultural/harvesting operations on the sale area will be concluded. As of this date, or by the end of the sale agreement period, all equipment shall be removed and all provisions of this contract met.
- 1.4.8 Marked trees shall be used as bumper trees when possible as well as undesirable non-merchantable trees. It is understood that some damage may occur to these bumper trees through the harvesting process.
- 1.4.9 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 1.4.10 Any subcontractor hired by the Vendor is expected to perform work pursuant to the specifications outlined in this contract. Notification of subcontractor shall occur per Section 1.6 below.

1.5. **TRANSPORTATION AND DELIVERY:** Not applicable to this contract.

1.6. **SUBCONTRACTING**

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Trail of Tears State Forest, Union County

Value of services performed at this location: 100%

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Vendor's total price for the 1,066 designated trees to be removed (see Attachment E Volume Table):

Lump sum price: \$ _____

10% performance deposit: \$ _____

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is **firm**.

2.3 EXPENSES ALLOWED: Expenses **are not** allowed.

2.4 PAYMENT TERMS: Payments must be in the form of a bank draft, cashier's check, certified check, or money order, payable to the Illinois Department of Natural Resources. Payments shall be deposited into the Forestry Development Fund (905).

2.4.1 Lump Sum Payment and Performance Deposit:

2.4.1.1 Vendor shall submit 20% of the lump sum payment plus a 10% performance deposit at the time of contract execution. The balance of the lump sum payment shall be submitted prior to September 30, 2015.

2.4.2 Undesignated Trees Cut and Damaged:

2.4.2.1 Payments as outlined below shall be paid as they occur within five (5) business days of written notice from Department and prior to contract termination.

2.4.2.2 Vendor shall pay the Department for undesignated merchantable trees cut at the rate of triple the average price paid per tree, based on the bid price, plus \$1,000 per tree. These trees remain property of the Department and shall not be removed.

2.4.2.3 Vendor shall pay the Department for excessive tree damage of undesignated merchantable trees unnecessarily damaged at the rate of \$200 per occurrence. Excessive tree damage to an individual tree is defined as one or more of the following:

- Broken branches: greater than 20% of the tree canopy

- Bark abrasions on the bole that results in removal or loosening of the outer bark of the tree exposing the inner bark or cambium greater than 100 square inches in surface area.
- Root damage: more than 20% of the root area is exposed or severed within the drip line of tree's crown.

2.4.2.4 Vendor shall not cut, fell or remove aforementioned excessively damaged trees.