

161

June 17, 2022 Letting

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

**Contract No. 66M61
IROQUOIS County
Section 2022-1 VEGETATION CONTROL
Route FAP 681
District 3 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. June 17, 2022 prevailing time at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 66M61
IROQUOIS County
Section 2022-1 VEGETATION CONTROL
Route FAP 681
District 3 Construction Funds**

This project includes a small native planting project at the Ashkum Maintenance Yard using wildflower seeding.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2022, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the construction of FAP Route 681, Section 2022-1 Vegetation Control, Iroquois County, Contract No. 66M61 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

Illinois Department of Transportation – Ashkum Maintenance Yard.

DESCRIPTION OF PROJECT

This project consists of weed spraying, planting of wildflower seed, and erosion control blanket.

COMPLETION DATE PLUS WORKING DAYS

(Effective January 1, 2016)

Replace Article 108.05 (b) of the Standard Specifications with the following:

(b) Completion Date Plus Working Days. When a completion date plus working days is specified, the Contractor shall complete all major items of work, except as specified below, and safely open all roadways to traffic by 11:59 p.m. on **12/31/2022**.

The Contractor will be allowed to complete landscaping items, pavement marking, and other punch list items as approved by the Engineer within **10 working days**. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed with the specified number of working days. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

EROSION CONTROL BLANKET (SPECIAL)

DESCRIPTION:

This Special Provision supplements Standard Specification Section 251.04 Erosion Control Blanket.

MATERIALS:

Erosion Control Blankets shall be a Knitted Straw Mat as per Standard Specification Section 1081.10b, Excelsior Blankets are not acceptable.

EXECUTION:

Install Erosion Control Blankets within all areas of WILDFLOWER SEEDING (SPECIAL) per Standard Specification Section 251.04.

METHOD OF MEASUREMENT:

As per Standard Specification Section 251.06b.

BASIS OF PAYMENT:

As per Standard Specification Section 251.07.

WILD FLOWER SEEDING (SPECIAL)

DESCRIPTION:

This work shall consist of two (2) spray applications of non-selective herbicide to eliminate existing vegetation, one (1) spray application of selective herbicide, preparation of the seed bed, integration of soil amendments, and the installation of native seed. Priorities include the preparation of planting areas for good seed-to-soil contact and installing an even coverage of high-quality native seed. The intent is to develop a dense stand of native seedlings with minimal weed content prior to final acceptance.

EXPERIENCE:

All work shall be performed by a Contractor with at least five (5) years of documented experience in planting of native species for the purposes of ecological restoration and shall be able to demonstrate their knowledge in the field. Qualified Contractors shall at a minimum have one (1) full-time staff member who is a Certified Ecological Restoration Practitioner (CERP) assigned to oversee the execution of this project.

MATERIALS:

SOIL AMENDMENTS

Uniform in composition, dry, and free-flowing. Fertilizer which becomes caked or otherwise damaged making it not suitable for use will not be accepted.

When requested by the Engineer, Contractor shall provide Certifications and/or analysis data for specified soil amendment products prior to installation.

Inorganic Fertilizers and Soil Amendments:

Gypsum – Derived from mined Gypsum with a minimum 90 percent Calcium Sulfate, pelletized with 90 percent passing through No. 50 (0.30-mm) sieve.

Milorganite Classic (6-2-0, 4Fe) – Derived from biosolids, a slow-release organic nitrogen fertilizer rich in Iron.

Monoammonium Phosphate (MAP) 11-52-0

Sulphate of Potash (SOP) 0-0-50

Organic Fertilizers and Soil Amendments:

Mycorrhizal Inoculants – Granular form of endomycorrhizal inoculum that are prepared for direct soil application. Minimum of 300 propagules/gram of live *Rhizophagus intraradices* spores, such as RTI AM 120 Standard, Mykos Gold, or equal. Certifications of live spore analysis shall be supplied to the District prior to seed installation.

Rhizobial Inoculants – Solid, peat-based inoculants (granular or powder form) that are prepared for seed or direct soil application. Each legume species requires a specific species and strain of rhizobia inoculum, Contractor is responsible for working with their seed supplier to ensure the correct strains of inoculum for specified legume species are provided. Certifications of live spore analysis shall be supplied to the District prior to seed installation.

Soil amendments for this project shall be as follows:

ASHKUM YARD PLANTING LOCATION		
Product Description	Application Rate	Application Times
Gypsum	40#/1,000 s.f.	Fall 2022, Prior to Seed Installation
Milorganite	12#/1,000 s.f.	Fall 2022, Prior to Seed Installation
MAP (11-52-0)	4#/1,000 s.f.	Fall 2022, Prior to Seed Installation
SOP (0-0-50)	4#/1,000 s.f.	Fall 2022, Prior to Seed Installation

Soil amendments are considered incidental to the pay item, however the Contractor shall provide a unit cost per product to the Engineer at the pre-construction meeting that can be utilized for any required changes to the amendment schedule. The unit costs provided will be the basis for increases or reductions.

NATIVE SEED

Prior to seeding and a minimum of sixty (60) days prior to the desired native seed installation date, the Contractor shall submit a summary of native seed testing data to the Roadside Management Specialist for review. Approval of native seed test data is required prior to the use of any native seed lot on this project, seed lots ordered prior to test data approval may be rejected at the Contractor's cost.

Contractor must have all native seed delivered for inspection **from the supplier** in the original unopened packaging to the Illinois Department of Transportation's Landscape Yard, located at

1203 N 30th Road, Ottawa, IL 61350. Native seed shall be delivered for inspection a minimum of five (5) working days prior to the Contractor's desired installation date. The Contractor will be notified when the seed inspection is complete and shall arrange for the seed to be picked up from the Landscape Yard. Call Andy Stahr, Roadside Management Specialist at 815-587-2043, Monday-Friday (7:00am – 3:30pm) to schedule native seed delivery and pick-up.

Native seed shall be supplied by a company with a minimum of five (5) years documented experience specializing in the lawful harvest, processing, storage, and shipping of native species.

Seed supplier's facility shall have the capacity to maintain optimal conditions for seed viability and freshness, including but not limited to the ability to control temperature and humidity in each work area, from receiving through seed cleaning, processing, stock shelves, and long-term storage. The District may require inspection of seed supplier's facility prior to shipping of materials.

Native seed shall meet all applicable requirements of Section 1081 of the Standard Specifications. Where conflicts occur between the Standard Specification and the Special Provision, the Special Provision shall prevail.

The names of species required under this Contract conform to those used in the "Flora of the Chicago Region", (Willhelm & Rericha, 2017). Names of varieties not included therein conform generally with names accepted in the nursery trade. All seeds shall be of straight species, no horticultural varieties shall be acceptable.

All seeds shall comply with the Federal Seed Act.

For each seed mix, the following two seed types are specified;

- Seed Type 1
The Contractor shall guarantee that all Type 1 seed originates from no more than 600 miles from the center-point of District 3 (Kinsman, IL).
- Seed Type 2
The Contractor shall guarantee that all Type 2 seed originates from a county no more than 200 miles from the center-point of District 3 (Kinsman, IL). These areas include eastern Iowa, southern Wisconsin, northern Illinois, western Indiana, southwest Michigan, and northeast Missouri. The District's preference is for the Contractor to utilize seed with an origin as close to the project site as possible, however acceptable Type 2 seed can originate from any of the following identified Counties (See Exhibit 1):

Illinois – Adams, Alexander, Bond, Boone, Brown, Bureau, Calhoun, Carroll, Cass, Champaign, Christian, Clark, Clay, Clinton, Coles, Cook, Crawford, Cumberland, DeKalb, DeWitt, Douglas, DuPage, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Fulton, Gallatin, Greene, Grundy, Hamilton, Hancock, Hardin, Henderson, Henry, Iroquois, Jackson, Jasper, Jefferson, Jersey, Jo Daviess, Kane, Kankakee, Kendall, Knox, Lake, LaSalle, Lawrence, Lee, Livingston, Logan, Macon, Macoupin, Madison, Marion, Marshall, Mason, McDonough, McHenry, McLean, Menard, Mercer, Montgomery, Morgan, Moultrie, Ogle, Peoria, Piatt, Pike, Putnam, Richland, Rock Island, Sangamon, Schuyler, Scott, Shelby, St. Clair, Stark, Stephenson, Tazewell, Union, Vermilion, Wabash, Warren, Washington, Wayne, Whiteside, Will, Winnebago, and Woodford

Indiana – Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clay, Clinton, Daviess, Decatur, DeKalb, Delaware, Elkhart, Fayette, Fountain, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Johnson, Knox, Kosciusko, LaGrange, Lake, LaPorte, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Orange, Owen, Parke, Pike, Porter, Pulaski, Putnam, Randolph, Rush, St. Joseph, Starke, Shelby, Steuben, Sullivan, Tippecanoe, Tipton, Vermillion, Vigo, Wabash, Warren, Wayne, Wells, White, and Whitley

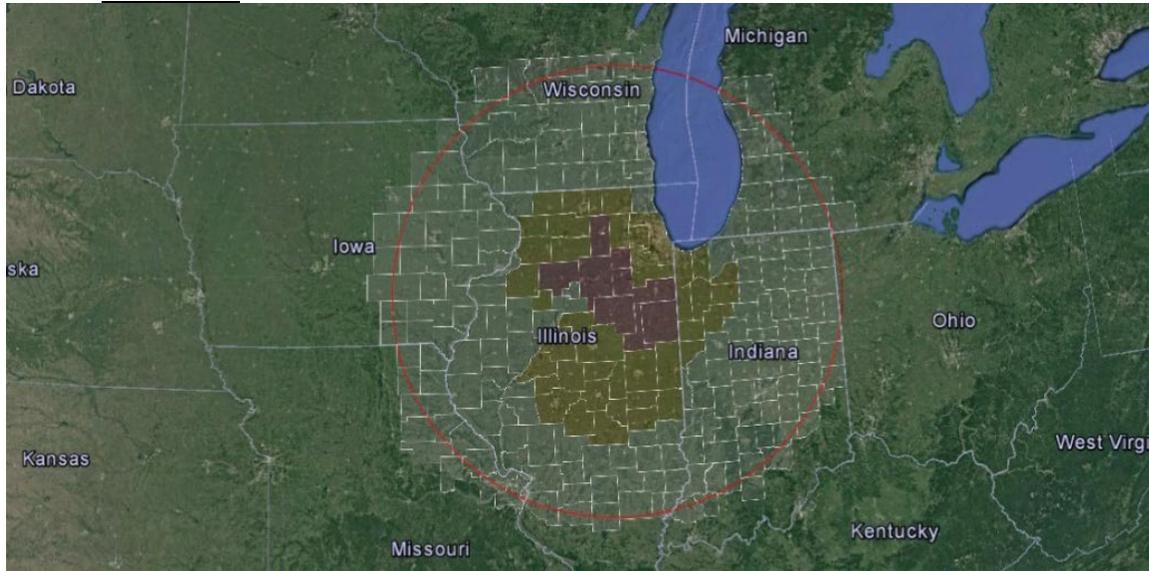
Iowa – Allamakee, Benton, Black Hawk, Buchanan, Cedar, Clay, Clinton, Davis, Delaware, Des Moines, Dubuque, Fayette, Henry, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Lee, Linn, Louisa, Mahaska, Muscatine, Poweshiek, Scott, Tama, Van Buren, Wapello, and Washington

Michigan – Allegan, Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, Kent, Keweenaw, Muskegon, Newaygo, Oceana, Ottawa, St. Joseph, and Van Buren

Missouri – Audrain, Clark, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Pike, Ralls, St. Charles, St. Louis, Scotland, and Shelby

Wisconsin – Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond Du Lac, Grant, Green Lake, Iowa, Jackson, Jefferson, Juneau, Kenosha, LaFayette, Manitowoc, Marinette, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, Waushara, and Winnebago

EXHIBIT 1



All native seed shall be provided on a pure live seed (PLS) basis. Products shall contain documentation of PLS testing and, if required, adjustment of the seed weights to provide 100% PLS standards. If rounding is required during PLS adjustment calculations, the adjustment shall always be rounded up. PLS adjustment must be based on seed test results dated no more than 12 months prior to the stated delivery date. Minimum PLS percentage for any species shall be 70%.

Seed containing noxious weeds will not be accepted. Seed containing weed seed in excess of 0.5% will not be accepted.

All “bearded” or “fluffy” species (such as *Anemone*, *Asclepias*, *Solidago*, *Solidago*, *Symphotrichum*, etc.) shall be provided as de-fluffed seed.

All “hulled” species (such as *Dalea*, *Desmodium*, *Lespedeza*, etc.) shall be provided as de-hulled seed.

All seed shall be shipped in sealed packaging as individual species, seed that has been mixed prior to delivery to the District will not be accepted. Seed packaging shall be transparent (i.e., clear, re-sealable plastic bags) so that the seed is clearly visible for easy inspection of quality. If the quantity of seed ordered will not fit in two (2) large clear re-sealable plastic bags the use of opaque woven polypropylene bags will be permitted.

Each package containing seed shall be legibly tagged as to Vendor name & address, species scientific name, species common name, lot number, PLS value (%), specified quantity, and PLS adjusted quantity. Information provided on seed packaging shall correspond to the approved seed test certificates. Seed not grown by the Vendor must be clearly indicated and accompanied by the name and address of the company which grew the seed.

The Native Seed Mixtures for this project shall be as follows:

Prairie Seed Mix for Mesic Soils (Non-Sandy Soils)

Grasses & Sedges

CODE	SCIENTIFIC NAME	COMMON NAME	TOTAL OZ	% OF MIX by Seed Count	SURFACE SOWN	SEED TYPE
ANDGER	<i>Andropogon gerardii</i>	Big Bluestem	4.00	0.71%		1
BOUCUR	<i>Bouteloua curtipendula</i>	Side-Oats Grama	72.00	7.65%		1
CXBICK	<i>Carex bicknellii</i>	Copper-shouldered Oval Sedge	2.00	0.60%		2
CXBREV	<i>Carex brevior</i>	Plains Oval Sedge	4.00	2.05%		2
CXCRIS	<i>Carex cristatella</i>	Crested Oval Sedge	0.50	0.51%		2
CXMOLE	<i>Carex molesta</i>	Field Oval Sedge	8.00	3.54%		2
CXSCOP	<i>Carex scoparia</i>	Lance-fruited Sedge	Oval 2.00	2.98%		2
CXVULP	<i>Carex vulpinoidea</i>	Brown Fox Sedge	2.00	3.54%	X	2
ELYCAN	<i>Elymus canadensis</i>	Canada Wild Rye	16.00	1.47%		1
PANVIR	<i>Panicum virgatum</i>	Switch Grass	1.00	0.25%		1
SCHSCO	<i>Schizachyrium scoparium</i>	Little Bluestem	40.00	10.63%		1

Flowers

CODE	SCIENTIFIC NAME	COMMON NAME	TOTAL OZ	% OF MIX by Seed Count	SURFACE SOWN	SEED TYPE
ARNPLA	<i>Arnoglossum plantagineum</i>	Prairie Indian Plantain	2.00	0.17%		2
ASCSYR	<i>Asclepias syriaca</i>	Common Milkweed	6.00	0.43%		2
ASCTUB	<i>Asclepias tuberosa</i>	Butterfly Weed	8.00	0.61%		2
ASTCAN	<i>Astragalus canadensis</i>	Canada Milk Vetch	1.00	0.30%		2
CHAFAS	<i>Chamaecrista fasciculata</i>	Partridge Pea	16.00	0.77%		1
CORLAN	<i>Coreopsis lanceolata</i>	Sand Coreopsis	4.00	1.42%		2
CORTRI	<i>Coreopsis tripteris</i>	Tall Coreopsis	2.00	0.50%		2
DALCAN	<i>Dalea candida</i>	White Prairie Clover	1.00	0.34%		2
DALPUR	<i>Dalea purpurea</i>	Purple Prairie Clover	1.00	0.32%		2
DESCAA	<i>Desmodium canadense</i>	Showy Tick Trefoil	2.00	0.19%		2
ECHPAL	<i>Echinacea pallida</i>	Pale Purple Coneflower	12.00	1.11%		2
ECHPUR	<i>Echinacea purpurea</i>	Purple Coneflower	4.00	0.47%		2
ERYYUC	<i>Eryngium yuccifolium</i>	Rattlesnake Master	4.00	0.53%		2
HELGRO	<i>Helianthus grosseserratus</i>	Saw-tooth Sunflower	1.00	0.27%		2
HELHEL	<i>Heliopsis helianthoides</i>	False Sunflower	12.00	1.34%		2
LESCAP	<i>Lespedeza capitata</i>	Round-headed Bush Clover	2.00	0.28%		2
LIAPYC	<i>Liatris pycnostachya</i>	Prairie Blazing Star	4.00	0.78%		2
LIASPI	<i>Liatris spicata</i>	Marsh Blazing Star	4.00	0.78%		2
LOBSPI	<i>Lobelia spicata</i>	Pale Spiked Lobelia	0.125	1.99%	X	2
MONFIS	<i>Monarda fistulosa</i>	Wild Bergamot	2.00	2.48%		2
OLIRIG	<i>Oligoneuron rigidum</i>	Stiff Goldenrod	3.00	2.18%		2
PARINT	<i>Parthenium integrifolium</i>	Wild Quinine	6.00	0.74%		2
PENDIG	<i>Penstemon digitalis</i>	Foxglove Beardtongue	1.50	3.45%	X	2
PYCTEN	<i>Pycnanthemum tenuifolium</i>	Slender Mountain Mint	0.50	3.35%	X	2
RATPIN	<i>Ratibida pinnata</i>	Yellow Coneflower	6.00	3.19%		2
RUDHIR	<i>Rudbeckia hirta</i>	Black-eyed Susan	8.00	13.04%		1
RUDSUB	<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	1.00	0.76%		2
SILINT	<i>Silphium integrifolium</i>	Rosin Weed	0.25	0.01%		2
SILLAC	<i>Silphium laciniatum</i>	Compass Plant	0.50	0.01%		2
SILTER	<i>Silphium terebinthinaceum</i>	Prairie Dock	1.00	0.02%		2

SYMERI	<i>Symphotrichum ericoides</i>	Heath Aster	0.50	1.77%	X	2
SYMLAE	<i>Symphotrichum laeve</i>	Smooth Blue Aster	2.00	1.95%		2
SYMNOV	<i>Symphotrichum novae-angliae</i>	New England Aster	2.00	2.34%		2
TRAOHI	<i>Tradescantia ohiensis</i>	Ohio Spiderwort	6.00	0.85%		2
VERHAS	<i>Verbena hastata</i>	Blue Vervain	0.25	0.41%	X	2
VERSTR	<i>Verbena stricta</i>	Hoary Vervain	2.00	0.99%	X	2
VERFAS	<i>Vernonia fasciculata</i>	Common Ironweed	0.50	0.21%		2
VERVIR	<i>Veronicastrum virginicum</i>	Culver's Root	1.00	14.17%	X	2
ZIZAUR	<i>Zizia aurea</i>	Golden Alexanders	8.00	1.56%	X	2

Native seed and all related costs are considered incidental to the pay item.

HERBICIDE

The Contractor must have all chemicals inspected in their original unopened packaging by the IDOT District 3 Roadside Vegetation Management Specialist prior to beginning work. If any of the chemicals supplied are deemed non-compliant, the Contractor shall supply additional chemicals for inspection at no additional cost until all chemicals to be utilized on this project are deemed acceptable by the Engineer.

The Contractor shall submit a certification of analysis to the Engineer stating that the compounds of each proprietary product supplied is as specified. The certification of analyses shall be submitted to the Engineer five (5) business days prior to the required chemical inspection.

Weeds shall be sprayed in two separate applications as described below:

BROADCAST SPRAY APPLICATION #1

Glyphosate, N-(phosphonomethyl) glycine, in the form of its isopropylamine salt 53.8% (RoundUp Custom or equal approved by the Engineer) shall be applied at a rate of ninety-six (96) ounces per acre.

Lecithin, methyl esters of fatty acids, and alcohol ethoxylate 100% non-ionic, low foam penetrating surfactant, (Liberate or equal approved by the Engineer) shall be applied at a rate of thirty two hundredths (0.32) of a liquid ounce of product per gallon of potable water.

Super concentrated, temporary, and nontoxic blue spray pattern indicator (Super Signal Blue or equal approved by the Engineer) shall be added to the mix at a rate of one-half (0.5) of a liquid ounce of product per gallon of spray mixture. Spray pattern indicators shall be formulated to provide visual evidence of where a spray application has been made, to dissipate with sunlight or moisture, and to not permanently stain vegetation, soil, or human skin.

This mixture shall be applied in thirty (30) gallons of water per acre and uniformly applied at such a rate that each acre will receive ninety-six (96) ounces of RoundUp Custom or equal, non-ionic

surfactant, and pattern spray indicator. This mixture shall be continuously agitated during spraying operations.

SPOT SPRAY APPLICATION #1

Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro 40.6% (Milestone or equal approved by the Engineer) shall be applied at a rate of thirty-five hundredths (0.35) ounces per gallon of spray mixture.

Clopyralid: 3,6-dichloro-2-pyridinecarboxylic acid, monoethanolamine salt 40.9% (Transline or equal approved by the Engineer) shall be applied at a rate of fifty hundredths (0.50) ounces per gallon of spray mixture.

Lecithin, methyl esters of fatty acids, and alcohol ethoxylate 100% non-ionic, low foam penetrating surfactant, (Liberate or equal approved by the Engineer) shall be applied at a rate of thirty two hundredths (0.32) of a liquid ounce of product per gallon of potable water.

Super concentrated, temporary, and nontoxic blue spray pattern indicator (Super Signal Blue or equal approved by the Engineer) shall be added to the mix at a rate of one (1.0) liquid ounce of product per gallon of spray mixture. Spray pattern indicators shall be formulated to provide visual evidence of where a spray application has been made, to dissipate with sunlight or moisture, and to not permanently stain vegetation, soil, or human skin.

This mixture shall be applied as a spot-spray application targeting hard-to-control broadleaf weed species, such as teasel or Canada thistle. Due to the potential residual properties of these herbicide products, application to site soils shall be avoided through a highly targeted approach by the Contractor.

BROADCAST SPRAY APPLICATION #2

Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt 53.8% (RoundUp Custom or equal approved by the Engineer) shall be applied at a rate of ninety six (96) ounces per acre.

Lecithin, methyl esters of fatty acids, and alcohol ethoxylate 100% non-ionic, low foam penetrating surfactant, (Liberate or equal approved by the Engineer) shall be applied at a rate of thirty two hundredths (0.32) of a liquid ounce of product per gallon of potable water.

Super concentrated, temporary, and nontoxic blue spray pattern indicator (Super Signal Blue or equal approved by the Engineer) shall be added to the mix at a rate of one-half (0.5) of a liquid ounce of product per gallon of spray mixture. Spray pattern indicators shall be formulated to provide visual evidence of where a spray application has been made, to dissipate with sunlight or moisture, and to not permanently stain vegetation, soil, or human skin.

This mixture shall be applied in thirty (30) gallons of water per acre and uniformly applied at such a rate that each acre will receive ninety six (96) ounces of RoundUp Custom or equal, non-ionic

surfactant, and spray pattern indicator. This mixture shall be continuously agitated during spraying operations. All products are stated in liquid measure.

All products are stated in liquid measure.

Potable water shall be used on the contract. No water will be allowed to be pumped from nearby creeks, ponds, or other bodies of water. The Contractor shall provide a list of source locations where the potable water will be obtained to the Engineer at the pre-construction conference. All proposed sources of water shall be approved by the Engineer prior to mixing of herbicides.

The Contractor shall download the Material Safety Data Sheets for each herbicide, become familiar with the safety hazards, follow the handling & safety instructions, and provide this information to their field personnel.

Herbicide and all related costs are considered incidental to the pay item

EXECUTION:

Native seed shall be planted during the following timeframe, the site preparation timeline detailed below shall be constructed based on an appropriate seeding timeframe:

Fall Planting: September 15th – December 31st

Contractor shall utilize equipment having low unit pressure ground contact within planting areas. They shall take precautions to ensure that equipment and vehicles do not damage the grading, utilities, structures, or existing trees and shrubs during planting operations. Any damage shall be repaired by the Contractor at no additional cost.

The capacity of the equipment shall be sufficient to perform the work and in the time period as specified herein, and as approved by the Engineer.

Chemicals used will have the lowest environmental impact for the task at hand. Organic or cultural practices will be used whenever practical. Within designated herbicide spray areas that receive foot traffic the Contractor will post marker signs immediately prior to application of herbicide products at the usual point or points of entry. The marker signs shall consist of a four inch by five inch (4" x 5") sign, vertical or horizontal, attached to the upper portion of a dowel or other supporting device with the bottom of the marker extending no less than twelve inches (12") above the ground. Signs must be visible, if obstructed by taller vegetation a larger supporting device shall be used. The marker sign shall have a white background and the lettering shall be in a contrasting color. The Marker sign shall state on one side, in letters of not less than three-eighths of an inch (3/8"), the following: "HERBICIDE APPLICATION – STAY OUT UNTIL DRY – FOR MOR INFORMATION CONTACT: (here shall be inserted the name and business telephone number of the applicator for hire)."

Spray mixture tanks shall have sight gauges calibrated in English units for easy measurement, and mechanical or by-pass agitation systems to ensure thorough and continuous mixing of the chemicals.

Spray nozzles shall be selected which are designed to reduce potential herbicide drift. Improved flat fan nozzles or large capacity flooding nozzles shall be used which are capable of delivering up to 100 GPA at pressures of 20-40 PSI.

Pumps shall be capable of delivering up to 100 GPA at pressures of 20-40 PSI, and to keep the spray pattern full and steady without pulsation.

Thirteen (13) weeks prior to the targeted seeding date, Contractor shall layout the proposed seeding areas using high visibility pin flags or surveyor's lath with attached high visibility ribbon. Markers shall be placed on a minimum of 75' centers, curved edges shall have markers placed at approximately 25' on center. Within twenty four (24) hours upon completion of planting area layout, the Contractor shall notify the Engineer and the Roadside Management Specialist so that the layout can be reviewed. Modifications may be made to the planting area layout by the Engineer. Planting area layout shall be considered incidental to the pay item.

Eleven (11) weeks prior to the targeted seeding date, Contractor shall mow all proposed seeding areas to a height of four inches (4"). Use of a sickle-type mower is preferred, if using a rotary mower the Contractor shall rake and remove any thatch that is greater than one inch (1") thick.

Prior to starting herbicide work, the Contractor shall furnish Illinois Pesticide ID Cards (signed and dated) to the Engineer as visual proof that all personnel on the job are licensed Applicators or Operators by the Illinois Department of Agriculture, Bureau of Environmental Programs under the provisions of the Illinois Pesticide Act. The Illinois Department of Agriculture Aquatics license will be required of the person on site supervising the Operators on using pesticides in standing or running water. The Engineer shall record in the project records books the name and license number of each person. If the personnel on the job do not have the proper license, the job will be postponed until personnel who carry the proper license are on the job, with no extra working days awarded to the Contractor.

Herbicide spraying will not be allowed when temperatures exceed 85°F or are under 45°F, when wind velocities exceed ten (10) miles per hour, when foliage is wet or rain is eminent, when visibility is poor, or during legal holiday periods unless prior approval is received from the Engineer. There shall be no spraying during periods of rainfall and spraying shall be halted, in accordance with the herbicide manufacturer's instructions, prior to periods of rainfall. Spraying shall be in accordance with the applicable portions of Section 107. Within 48 hours of the application of herbicides, the Contractor shall complete and return to the Engineer, IDOT Operations form "OPER 2720", Pesticide Application Daily Spray Record (Rev. 07/06/17).

Off-road vehicles shall be equipped with off-road/high flotation tires that allow the vehicle to travel in soft roadside conditions. If the off-road vehicles are not equipped with flotation type tires, the job will be postponed until the equipment can travel the roadside areas without rutting and getting stuck with no extra working days rewarded to the Contractor. The tank on all spray equipment shall be equipped with tight-fitting lids which will prevent the contents from splashing or spilling out. The Contractor will be required to have all equipment in proper working order before starting the job. An inspection of on-road, off-road, and hand-spray units will be done by the Engineer and Roadside Management Specialist prior to starting any work. If equipment is not working properly, the Contractor will be required to fix the problem prior to starting the contract. The Contractor will be required to demonstrate the calibration of his equipment up to forty-eight (48) hours prior to the time of spraying operations are to begin.

Seven (7) weeks prior to the targeted seeding date, planting areas identified for non-selective herbicide application shall be treated with an application of the RoundUp Custom or equal herbicide mixture resulting in a complete kill of all existing vegetation. Broadcast or "Boom"

spraying of herbicide is acceptable under these conditions; precautions shall be taken to eliminate damage to non-target areas from overspray.

Seven (7) weeks prior to the targeted seeding date, limited spot applications of the Milestone or equal + Transline or equal herbicide mixture shall be utilized on existing hard-to-control weed species within the planting areas identified for non-selective herbicide application. Species targeted for spot applications are mainly teasel, thistle, wild parsnip, and others as identified by the Engineer.

Three (3) weeks prior to the targeted seeding date, planting areas identified for non-selective herbicide application shall be treated with a second application of the RoundUp Custom or equal herbicide mixture resulting in a complete kill of all existing vegetation. Broadcast or "Boom" spraying of herbicide is acceptable under these conditions; precautions shall be taken to eliminate damage to non-target areas from overspray.

Prior to seeding, remove dead biomass within planting areas using a landscape rake or other method approved by the Engineer.

Once dead biomass is removed from the planting areas, spread soil amendments within planting areas using a broadcast spreader, such as the Herd Model 750 or equal, or other method approved by the Engineer.

Immediately after spreading soil amendments, scarify the soil within planting areas in a manner that will integrate amendments into the top layer of soil and prepare a seedbed that will allow good seed-to-soil contact. Soil scarification may be achieved with a landscape rake, Harley rake, box blade, etc. Disking or tilling is not acceptable.

Blend the native seed into mixes appropriate for the seed installation method being used.

Seed mixed for use with a mechanized rangeland dropseeder shall be constructed as two separate blends for each specified seed mixture:

Blend 1A – Seed to be planted using the small seed box shall be mixed with a mycorrhizal and rhizobial inoculant as a carrier. The rate of mycorrhizal inoculant shall be 40 LBS/acre minimum, rhizobial inoculants shall be as per the rates recommended by the seed supplier.

Blend 1B – Seed blended for the large or grass seed box shall be mixed with an appropriate cover crop as a carrier. Fall installations shall utilize 20 LBS/acre of a wheat x tall wheatgrass hybrid (*Triticum aestivum* x *Elytrigia elongata*) such as ReGreen or equal.

Seed mixed for hand or mechanized broadcasting shall be constructed as three separate blends for each specified seed mixture:

Blend 2A – 1/2 of all grass species mixed with an appropriate cover crop and other inert material as needed for an appropriate carrier.

Blend 2B – 1/2 of all grass species + 1/3 of remaining species (sedges, rushes, forbs) with the exception of any species indicated as "Surface Sown" in the Native Seed Mixtures found in the Materials Section of this Special Provision.

Blend 2C – All remaining species.

Seed used for hand or mechanized broadcasting shall be mixed with a mycorrhizal inoculant at 40 LBS/acre minimum, a rhizobial inoculant at rates recommended by the seed supplier, and an appropriate cover crop. Fall installations shall utilize 20 LBS/acre of a wheat x tall wheatgrass hybrid (*Triticum aestivum* x *Elytrigia elongata*) such as ReGreen or equal.

Seed shall be drop-seeded by a rangeland type dropseeder designed to plant native grass and forb seed (such as the Greenscape 600 Conservation Seeder or equal). Seed shall be installed in two (2) separate runs where each application of seed shall overlap the previous application by one half (1/2) the weight to insure double coverage of seeded areas (example: seed in a north to south direction @ ten pounds per acre, then overlap by seeding in an east to west direction @ ten pounds per acre, resulting in a total coverage of twenty pounds per acre [twenty pounds per acre is an example only, see the Native Seed Mixtures in the Materials Section of this Special Provision for actual project seeding rates].) Each planting run shall overlap by a minimum of six (6) inches. Some seed species require exposure to sunlight for germination, these species shall be planted separately, after dropseeding, utilizing the broadcasting method.

If site conditions prohibit the use of mechanized dropseeding equipment, broadcasting of seed is acceptable on exposed soil only. If seed is broadcast, it shall be mixed with an appropriate amount of inert material as a carrier (such as wheat bran, sand, vermiculite, rice hulls, etc.) to enable an even distribution of seed. A mechanical broadcast seeder with appropriate agitation may be utilized, such as the Herd Model 750 or equal. When using this seeding method, seed shall be broadcast in three (3) separate applications:

Broadcast “Blend 2A” of the specified seed mix. Drag the seeding area utilizing a drag rake, drag harrow, or similar equipment approved by the Engineer. Work native seed into the soil achieving a final planting depth between 0.25” (1/4”) – 0.5” (1/2”).

Broadcast “Blend 2B” of the specified seed mix. Lightly drag the seeding area utilizing a drag rake, drag harrow, or similar equipment approved by the Engineer. Work the native seed into the soil achieving a final planting depth between 0.0625” (1/16”) – 0.25” (1/4”).

Broadcast “Blend 2C” of the specified seed mix directly atop prepared seedbed. Do not drag or rake.

The edges of the planting area are of extreme importance. Edges shall receive at least two (2) passes with the rangeland seeder. If the Contractor is unable to attain complete coverage of the planting area edges with the rangeland dropseeder, they shall ensure proper seed coverage utilizing a walk-behind drop seeder (such as the Gandy Turf Tender or equal) and/or by hand-seeding.

Do not sow seed in areas where standing water is present, during adverse weather, or when wind speeds exceed ten (10) miles per hour unless otherwise approved by the Engineer.

Hydroseeding of Native Seed is not acceptable.

Roll planting areas within twelve (12) hours after seed installation, or as soon as site conditions permit. The use of the cultipacker on the dropseeder meets this requirement.

RESTRICTIONS:

Storage of materials shall be prohibited within environmentally sensitive areas as determined by the Engineer.

Herbicide applications shall be restricted to hand spraying within 100 feet from abutments and waterways.

METHOD OF MEASUREMENT:

This work will be measured for payment in acres of surface area seeded.

The exact locations of seeding will be determined in the field by the Engineer, and the quantities will be adjusted accordingly.

BASIS OF PAYMENT:

This work will be paid for at the contract unit price per acre for WILDFLOWER SEEDING.

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- “(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business

enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in

the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4)
 - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social

affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.
- (c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially

useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE

participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;

- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

“109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor’s submitted DBE utilization plan.

The report shall be made through the Department’s on-line subcontractor payment reporting system within 21 days of making the payment.”

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

- “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.”

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: November 1, 2021

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form “SBE 723” within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.