

# 11

March 10, 2023 Letting

## Notice to Bidders, Specifications and Proposal



**Contract No. 66N09  
IROQUOIS County  
Section 2023-3 REST AREA  
Route FAI 57  
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. March 10, 2023 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. 66N09  
IROQUOIS County  
Section 2023-3 REST AREA  
Route FAI 57  
District 3 Construction Funds**

**This project is located at the Main Line Station Rest Area grounds on NB and SB I-57 in Iroquois County at approximately mile marker 269. The work includes turf restoration, aerating, applying herbicide and soil amendments to all existing lawn areas, mulch placement in playgrounds and around existing landscape trees, tree trimming of existing landscape trees, and setup and removal of traffic control.**

- 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



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**

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### **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 FAI Route 57 (I-57), Section 2023-3 Rest Area, Iroquois County, Contract No. 66N09 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **INTENT OF PROJECT**

This project consists of “spring cleanup” landscaping work at State maintained Rest Area facilities in District 3 to improve the health and aesthetics of existing Rest Area landscapes.

### **DESCRIPTION**

The work included in this section consists primarily of: 1) Set up of Traffic Control at the various locations; 2) Turf restoration of salt damaged lawn adjacent to walkways and curbs; 3.) Applying herbicide to all lawn areas; 4) Aerating and applying soil amendments to all existing lawn areas; 5.) Mulch placement around existing landscape trees; 6) Tree trimming of existing landscape trees; 7) Removal of traffic control; 8) All other items necessary to complete the work.

This project is located at the Main Line Station Rest Area grounds on Northbound and Southbound I-57 in Iroquois County at approximately mile marker 269 and shall be in accordance with the applicable portions of Section 107 of the Standard Specifications and the Special Provisions. This contract shall include work at both the Northbound and the Southbound Rest Area grounds locations.

Detailed plans have not been prepared; however, maps and schedules showing the locations and amounts of work involved are included in the proposal.

## START DATE

Work shall commence by **April 10, 2023**.

## SCHEDULE OF WORK

To meet specification requirements and anticipated environmental conditions that will affect the successful implementation of this project, the following work schedule has been set. The Engineer may adjust this schedule based upon contract award timeframe, weather, site conditions, or other factors as necessary. Adjustments may include modification and/or deletion of a line item:

- TREE TRIMMING work shall be completed by April 15, 2023
- SEEDING (SPECIAL) work shall be completed by April 20, 2023
- MULCH PLACEMENT work shall be completed by May 30, 2023
- SOIL AERATION work shall be completed prior to TURF FERTILIZATION (SPECIAL) and no later than May 30, 2023
- TURF FERTILIZATION (SPECIAL) work shall be completed by May 30, 2023
- HERBICIDE SPRAYING work shall not begin until a minimum of thirty (30) calendar days after SEEDING (SPECIAL) is completed, HERBICIDE SPRAYING work shall be completed by May 30, 2023

## COMPLETION DATE PLUS WORKING DAYS

The Contractor shall complete all work on or before **May 30, 2023**. After the completion date, an additional **5 working days** will be allowed to complete punch list items.

## PROSECUTION OF WORK

Prior to beginning work, Contractor shall submit a proposed work schedule to the Engineer outlining when the tasks and materials required as part of this Special Provision will be completed.

This contract is to be completed as directed by the Engineer. The Engineer must be present during all work. Any work completed without the Engineer present will not be measured for payment.

In addition to the Engineer, the following materials and/or work shall be approved by the Roadside Management Specialist:

- Herbicide products
- Soil amendment products
- Seed products
- Mulch products
- Calibration of equipment
- Initial herbicide mixing and any additional herbicide mixing being completed by a different staff member
- Assessment of herbicide application coverage
- Seedbed preparation

- Assessment of finished seeding areas
- Assessment of mulch placement

Unless otherwise agreed to by the Engineer, all work for this contract is to be completed Monday-Friday between the hours of 7:00 AM-4:30 PM, work will not be allowed during State of Illinois observed holidays, per specification section 107.09.

## **EXPERIENCE**

All work shall be performed by a Contractor with at least five (5) years of documented experience in the maintenance of public landscapes including soil aeration, fertilization of lawns, seeding of lawns, herbicide application to lawns, mulch placement, and tree trimming. They shall be able to demonstrate their knowledge in the field.

In addition to the above, the Contractor shall have had previous experience with the use of weed control chemicals. The Contractor shall have had at least one season's experience in the use of these chemicals in spraying highway right-of-way or at least three seasons experience in their use in farm or custom spraying. Proof of this experience shall be submitted to the Engineer at or prior to the preconstruction conference.

In addition to the above, all laborers performing tree trimming work shall be ISA Certified Arborists with current certifications. Copies of each certification shall be provided to the Engineer at or prior to the preconstruction conference.

## **GENERAL CONDITIONS**

Contractor shall utilize equipment having low unit pressure ground contact within work areas. They shall take precautions to ensure that equipment and vehicles do not damage the grading, utilities, structures, lawn, or existing trees and shrubs during execution of the work. Any damage shall be repaired by the Contractor at no additional cost. Site preparation and planting required to repair any damages shall be as per IDOT policy, IDOT Standard specifications, and/or the SEEDING (SPECIAL) Special Provisions for this project.

The capacity of the Contractor's equipment and staff shall be sufficient to perform the work and in the time period as specified herein.

## **HERBICIDE SPRAYING**

### **MATERIALS:**

The Contractor must have all chemicals delivered **from the supplier** in the original unopened packaging to the Illinois Department of Transportation's Buckley Maintenance Yard, located at 435 E. 800 N. Road, Buckley, IL 60911 five (5) business days prior to the start of the work. The Contractor shall call John Ark, Lead Worker @ 217-394-2311, Monday-Friday (7:00am – 3:30pm) a minimum of five (5) business days prior to product delivery date to make arrangements.



The applied spray mixture shall consist of the following products:

Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid 30.56% + Dimethylamine Salt of (+)-R-2-(2-Methyl-4-Chlorophenoxy)Propionic Acid 8.17% + Dimethylamine Salt of Dicamba (3,6-Dichloro-o-Anisic Acid) 2.77% (Triplet SF or equal approved by the Engineer) shall be applied at a rate of sixty-four (64) liquid ounces per acre.

Lecithin, methyl esters of fatty acids, and alcohol ethoxylate 100% non-ionic 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.

Triclopyr choline:2-[(3,5,6-trichloro-2-pyridinyl)oxy] acetic acid, choline salt 54.75% (Vastlan or equal approved by the Engineer) shall be applied at a rate of ninety-six (96) liquid ounces per acre.

Potable water shall be used on the contract. Potable water sources will be made available to the Contractor at each Rest Area building, however the water sources are low flow spigots and the Contractor shall provide their own hoses and fittings needed for tank filling. No water will be allowed to be pumped from nearby creeks, ponds, or other bodies of water. If the Contractor opts to provide their own potable water for this project, they shall provide a list of source locations where the potable water will be obtained. The Contractor shall provide this list to the Engineer at the preconstruction conference. All proposed sources of water shall meet the approval of the Engineer prior to mixing of herbicides.

Other products as needed with proper justification and approval by the Engineer.

This mixture shall be applied in not less than thirty (30) gallons of potable water per acre and uniformly applied at such a rate that each acre will receive 64 ounces (liquid measure) of Triplet SF or equal and 96 ounces (liquid measure) of Vastlan or equal. This mixture shall be continuously agitated during spraying operations.

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 at least five (5) business days prior to the preconstruction conference.

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.

Spraying shall be in accordance with the applicable portions of Section 107 of the Standard Specifications. 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).

Storage of materials shall be prohibited within the following environmentally sensitive areas;

- Areas identified in the Herbicide Restriction Map.
- Wetlands identified in the National Wetlands Inventory (NWI) website.
- Areas determined by the Engineer.

EQUIPMENT:

The Contractor shall take precautions to ensure that equipment and vehicles do not damage the grading, utilities, structures, or existing trees and shrubs during weed spray operations. Any damage shall be repaired by the Contractor at no additional cost.

Off-road equipment shall be mounted to or pulled by a four-wheel drive off-road vehicle that is designed for low unit pressure ground contact and/or equipped with off-road/high flotation tires, allowing the vehicle to travel in soft ground conditions. If off-road vehicles are not designed for low unit pressure ground contact and/or equipped with flotation type tires, the job will be postponed until the equipment can travel the targeted spray areas without rutting with no extra working days awarded to the Contractor. Off-road equipment shall have a tank capacity of not less than 100 gallons marked in 10-gallon increments for easy reading, shall be equipped with an approved hand spray wand able to reach 175 feet with a stream pattern including at least 100 feet of high-pressure spray hose, and shall be equipped with an agitation system capable of providing thorough and continuous mixing of the chemicals during weed spraying operations without impacting spray pressures. Pumps shall have a volume and pressure capacity range sufficient to deliver the mixture at a pressure that provides the required coverage and that keeps the spray pattern full and steady without pulsation or excessive pressure as to cause fogging. The pressure shall be sufficient to operate both the spray bar and the handheld spray gun simultaneously when necessary. A quick-acting shut-off valve shall be provided to stop the spray pattern when necessary, with a minimum of drip. The spray bar may be equipped with multiple low-pressure nozzles or broad jet type nozzles and shall be adequately braced to prevent excessive vertical vibration. If different sizes or types of nozzles are used to make up the spray pattern, the pressure, sizes, capacities, and mounting heights must be adjusted to provide a uniform rate of application for each segment of the spray pattern. Off-road equipment shall be able to operate at a constant speed of five miles per hour or less.

The spray bar, in lieu of the handheld spray gun, shall be used for all normal conditions. The handheld spray gun shall be used for spraying steep slope sections, around signs, posts, trees, and other areas that are inaccessible or otherwise cannot be adequately covered with spray solution. In areas where the spray solution must be applied by walking with handheld spray guns, the guns shall have broad jet nozzles to provide a high volume and uniform distribution.

The tanks on all spray equipment shall be equipped with tight-fitting lids which will prevent the contents from splashing or spilling out. Water shall be potable and come from an approved source.

The Contractor will be required to have all equipment in proper working order before starting the job. An inspection of the off-road, and hand spray units will be done by the Engineer prior to starting any of the work. If any 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 their equipment to the Engineer up to forty-eight (48) hours prior to the time that spraying operations are to begin.

Storage of equipment shall be prohibited within the following environmentally sensitive areas;

- Areas identified in the Herbicide Restriction Map.
- Wetlands identified on the National Wetlands Inventory (NWI) website and shown on the maps provided by the Engineer.

- Areas determined by the Engineer.

#### EXECUTION:

Prior to beginning work, Contractor shall layout all limits of work utilizing pin flags or wood stakes with ribbon. Areas of work require approval from the Engineer prior to beginning work, Contractor shall make any adjustments required by the Engineer prior to approval of limits.

The Rest Area building and parking lots will need to be closed during herbicide applications, this requires at least 30 calendar days notice to the contracted vendors at each Rest Area facility. A minimum of 35 calendar days prior to starting herbicide work, the Contractor shall provide the Engineer with a one-week range of dates of when the herbicide work will be completed. The purpose of the range is to accommodate unknown weather conditions. The Contractor shall finish all required herbicide spray applications at each facility/grounds within a single twelve (12) hour period after notifying Engineer of their start date/time. Rest Area facilities shall remain closed until all areas have been sprayed and the spray has dried. The IDOT District 3 Roadside Management Specialist will arrange for Rest Area closure and re-opening.

The Contractor shall observe and comply with all sections of the Custom Spray Law, including licensing. At or prior to the preconstruction conference, 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 right-of-way license will be required of the person on site supervising the Operators. 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.

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)."

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 IDOT recognized 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).

Thirty (30) days following SEEDING (SPECIAL), between the dates of May 10, 2023 and May 30, 2023 the Contractor shall apply the specified herbicide solution to all existing lawn areas on the

Rest Area grounds. Herbicide shall be applied at a half rate in an over lapping crisscross pattern, to ensure that all areas receive adequate coverage of herbicide solution at the rates specified.

Damage caused by herbicide applications may require supplemental seed. Site preparation and planting after herbicide applications shall be as per the SEEDING (SPECIAL) Special Provisions.

RESTRICTIONS:

Please note all spraying operations shall be limited to State right-of-way only.

Weed spray applications shall be made during daylight hours only.

Extreme caution shall be used to prevent drifting of herbicide chemicals and to prevent damage to residential plantings, flower or vegetable gardens, farm crops, orchards, or desirable plants adjacent to roadsides.

The Contractor shall exercise caution to prevent the pollution of streams, rivers, lakes or reservoirs as provided in Article 107.23 of the Standard Specifications. No areas of standing or running water on or adjacent to the right-of-way shall be sprayed with these chemicals. Spillage of spray materials when filling the spray tanks shall be avoided and discharge from the tanks shall not be made into or adjacent to streams or ponds.

The Contractor shall be responsible for all damages or claims as provided in Articles 107.20 and 107.26 of the Standard Specifications. The Contractor shall contact a complainant within ten days after receiving a claim for damages either in person or by letter.

The Contractor or his authorized representative shall make personal contact with the complainant within twenty days. The Engineer shall also be notified by the Contractor of all claims for damage received and shall keep the Engineer informed as to the progress arriving at a settlement for such claims.

A color copy of the district-wide Herbicide Restriction Map shall be provided by the Engineer at the preconstruction meeting. A color, 11" x 17" copy of this map shall accompany every spray vehicle during spray operations.

Existing wetlands within the project limits can be found on the National Wetlands Inventory (NWI) website (<http://www.fws.gov/wetlands/Data/Mapper.html>). A color copy of the NWI wetlands locations shall be provided by the Engineer at the preconstruction conference. A color copy of this map shall accompany every spray vehicle during spray operations.

Extreme caution shall be used when spraying herbicide chemicals within environmentally sensitive areas. Spraying in these areas shall be done by handheld spray nozzle to ensure only the targeted weed species are sprayed under the following conditions;

- Within any restricted location identified in the Herbicide Restriction Map.
- Within wetlands identified on the NWI website and shown on the maps provided by the Engineer.

Spraying shall be prohibited under the following conditions unless otherwise approved in writing by the Engineer;

- When the site is located over waterways. The Contractor shall stop all spray operations when crossing any stream, pond, or body of water within or adjacent to the right-of-way.
- When wind velocities exceed 10 MPH.
- When ambient air temperature is under 45°F.
- When ambient air temperature exceeds 85°F or manufacturer's recommendations, whichever is less.
- Within 150 feet of an Illinois Natural Area Inventory (INAI) site or occurrence of an endangered or threatened species.
- In close proximity to desirable plants (i.e. corn, soybeans) prior to emergence or after they have emerged above ground level.
- When foliage is wet or rain is eminent. There shall be no spraying during periods of rainfall and spraying shall be halted, in accordance with the herbicide label, prior to periods of rainfall.
- When visibility is poor.
- When equipment is not working properly.
- When safety equipment is not working properly (arrow boards, signing, safety lights, shut-off valves, etc.).
- During State of Illinois observed holiday periods.

The Contractor shall have the right to skip areas which he feels cannot be successfully sprayed without the possibility of seriously damaging vegetation on private property adjoining the highway. The Engineer shall be informed in advance of any such areas the Contractor may propose to skip in order that mutual agreement may be reached regarding the deduction of such areas.

**METHOD OF MEASUREMENT:**

The quantity of herbicide solution (all products mixed with potable water) shall be measured by the area it is applied to, the unit of measure being a minimum of 30 gallons of herbicide solution per acre of lawn.

Potable water and any other products or additives shall be included in the cost of HERBICIDE SPRAYING and shall not be measured for payment.

**BASIS OF PAYMENT:**

The quantity in place and accepted will be paid for at the contract unit price per ACRE for HERBICIDE SPRAYING.

**SOIL AERATION**

**EXECUTION:**

Prior to applying soil amendment products, all lawn areas shall be conditioned through lawn aeration. Lawn aeration shall be conducted in accordance with all applicable codes and by personnel with appropriate training in safety and in the use of the machinery being utilized.

Mechanical core or plug aeration methods shall be utilized, resulting in two to four (2-4) inch deep soil cores that are three-quarters (3/4) of an inch in diameter being pulled from the soil profile

every six to eight (6-8) inches of forward movement. Side to side spacing of pulled plugs shall be five to seven (5-7) inches.

Aeration spoons shall be designed to release removed soil cores as the machine is operated, removed soil cores shall be left on the lawn surface.

All areas of lawn shall be conditioned with a single pass of mechanized soil aeration equipment, each pass shall be adjacent to the last with a maximum of six (6) inches overlapping or gapping allowed.

Spike aeration is not acceptable.

**RESTRICTIONS:**

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

**METHOD OF MEASUREMENT:**

This work will be measured for payment based on the number of total square yards of soil is aerated.

**BASIS OF PAYMENT:**

This work will be paid for at the contract unit price per SQ YD for SOIL AERATION.

**TURF FERTILIZATION (SPECIAL)**

**MATERIALS:**

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

At or prior to the preconstruction conference, Contractor shall provide Certifications and/or analysis data for specified soil amendment products to the Engineer.

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

Monoammonium Phosphate (MAP) 11-52-0

Sulphate of Potash (SOP) 0-0-50

Organic Fertilizers and Soil Amendments:

Slow-Release Organic Nitrogen Fertilizer with Iron – 6-2-0 (4Fe) organic fertilizer with minimum 2.5% Iron and all nutrients derived from biosolids. Such as “Milorganite” or equal approved by the Engineer.

Soil amendments for this project shall be as follows:

<b>Lawn Areas - General</b>		
Product Description	Application Rate	Application Times
Gypsum	15#/1,000 s.f.	Spring 2023
Milorganite (6-4-0)	12#/1,000 s.f.	Spring 2023
MAP (11-52-0)	3#/1,000 s.f.	Spring 2023
SOP (0-0-50)	4#/1,000 s.f.	Spring 2023

**EXECUTION:**

Prior to beginning work, Contractor shall layout all limits of work utilizing pin flags or wood stakes with ribbon. Areas of work require approval from the Engineer prior to beginning work, Contractor shall make any adjustments required by the Engineer prior to approval of limits.

Follow product manufacturer recommendations for application rates, equipment, equipment settings, and equipment operation.

Ensure that application equipment is properly calibrated prior to beginning work.

Soil amendment products shall be applied in a crisscross manner, where half of the recommended rate is applied in one direction and the other half is applied in a perpendicular direction. This ensures even distribution and thorough coverage of the products.

Contractor shall limit the overspread of soil amendment products onto sidewalks, drives, picnic table pads, and parking lot areas. The application of soil amendment products to lawns adjacent to these areas shall utilize shields on the broadcast spreader or the Contractor shall apply products adjacent to these areas using a drop spreader to a width from the edge of sidewalk, drive, pad, or parking lot area equal to the distance thrown by the broadcast seeder.

Overspread of any soil amendment products onto sidewalks, drives, picnic table pads, parking lot areas, and/or any areas of spread deemed inappropriate by the Engineer shall be cleaned by the Contractor to the satisfaction of the Engineer at no additional cost.

**RESTRICTIONS:**

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

**METHOD OF MEASUREMENT:**

This work will be measured for payment based on the number of total TONS of soil amendment products are applied.

**BASIS OF PAYMENT:**

This work will be paid for at the contract unit price per TON for TURF FERTILIZATION (SPECIAL).

## **MULCH PLACEMENT**

### MATERIALS:

MULCH (Replaces 1081.06(b) of the Standard Specifications):

Shredded Hardwood Mulch shall be “Blended Hardwood Mulch” as manufactured by Midwest Trading Horticultural Supplies, Inc. or equal approved by the Engineer, at a minimum Shredded Hardwood Mulch shall meet the following standards:

Mulch shall be a blend of double ground 100% shredded hardwood tree species bark mixed with other double ground local forest products such as wood fiber and/or leaves.

Following the grinding process, mulch shall be screened to a finished size of two inches (2”) and smaller.

Mulch shall be made from natural materials and shall not contain dimensional lumber, fence panels, pallet wood, or other recycled wood products and shall be free of undesirable seeds, large chunks of debris, soil, and moldy chunks.

Mulch shall be dark brown in color resulting from a minimum three (3) month natural aging process after grinding, artificial color enhancements or dyes are not acceptable.

### PRE-EMERGENT HERBICIDE

Trifluralin: a,a,a-trifluoro-2,6-dinitro-N,N-dipropyl-p-toluidine 2.0%; isoxaben: N-[3-(1-ethyl-1-methylpropyl)-5-isoxazolyl]-2,6-dimethoxybenzaide and isomers 0.5% (Snapshot 2.5TG or equal), pre-emergent herbicide for use in Shredded Hardwood Mulch applications only.

### MULCH PLACEMENT – TREE RINGS

All trees within the Rest Area grounds shall receive mulch. The order of tree ring mulch placement shall start with the trees closest to the building and radiate outward to the furthest trees away from the building.

Contractor shall place a top-dressing of one (1) inch thickness Shredded Hardwood Mulch around all trees with an existing mulch ring.

Contractor shall place a new mulch ring of three (3) inches thickness Shredded Hardwood Mulch measuring four (4) feet in diameter from the center of any tree without an existing mulch ring. In the case of large diameter trees, the mulch ring shall be placed so that a minimum eighteen (18) inch wide ring surrounds the tree.

Mulch shall not be placed directly against the tree trunk.

Following placement of Shredded Hardwood Mulch, Contractor shall apply pre-emergent herbicide to each mulch ring. Apply pre-emergent herbicide per label.



**RESTRICTIONS:**

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

**METHOD OF MEASUREMENT:**

Shredded Hardwood Mulch placement work will be measured for payment based on the number of cubic yards installed.

**BASIS OF PAYMENT:**

Shredded Hardwood Mulch placement work will be paid for at the contract unit price per CU YD for MULCH.

**SEEDING (SPECIAL)**

**MATERIALS:**

**SOIL AMENDMENT PRODUCTS**

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

At or prior to the preconstruction conference, Contractor shall provide Certifications and/or analysis data for specified soil amendment products to the Engineer.

**Inorganic Fertilizers and Soil Amendments:**

Blended “Starter” Fertilizer 18-24-6 – Such as “Lawn Starter Fertilizer” manufactured by Sta-Green or equal approved by the Engineer

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

Sulphate of Potash (SOP) 0-0-50

**Organic Fertilizers and Soil Amendments:**

Slow-Release Organic Nitrogen Fertilizer with Iron – 6-2-0 (4Fe) organic fertilizer with minimum 2.5% Iron and all nutrients derived from biosolids. Such as “Milorganite” or equal approved by the Engineer.

Soil amendments for this project shall be as follows:

<b>Lawn Seeding Areas</b>		
<b>Product Description</b>	<b>Application Rate</b>	<b>Application Times</b>
Gypsum	15#/1,000 s.f.	Spring 2023
Milorganite (6-4-0)	12#/1,000 s.f.	Spring 2023
Blended Fertilizer (18-24-6)	3#/1,000 s.f.	Spring 2023
SOP (0-0-50)	4#/1,000 s.f.	Spring 2023

**GRASS SEED (Supplements Section 1081.04 of the Standard Specifications)**

A list of seed varieties, seed sources, seed test data, and PLS adjustments shall be submitted to the Engineer a minimum of 15 business days prior to seed installation for review. All species substitutions must be approved in writing by the Engineer. Seed shall be inspected by the Engineer prior to installation.

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.

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.

All 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.

Each package containing seed shall be legibly tagged as to Vendor name & address, species scientific name (and cultivar if applicable), 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 mixtures for this project shall be as follows (Replaces Section 250.07 of the Standard Specifications):

<b>Lawn Grass Seed Mixture</b>		
<b>Product Description</b>	<b>Application Rate</b>	<b>Cultivar</b>
Kentucky Bluegrass	40#/acre	Arrowhead
Kentucky Bluegrass	40#/acre	Midnight
Kentucky Bluegrass	10#/acre	Everglade
Kentucky Bluegrass	10#/acre	NuDestiny
Perennial Ryegrass	30#/acre	Grand Slam
Perennial Ryegrass	30#/acre	Stellar
Creeping Red Fescue	20#/acre	Aruba
Creeping Red Fescue	20#/acre	Boreal
Turf-Type Tall Fescue	30#/acre	Firecracker
Turf-Type Tall Fescue	10#/acre	Spyder
Turf-Type Tall Fescue	10#/acre	Titanium

Contractor shall order a minimum of one (1) acre of the specified seed mix; all unused seed shall be left with the Engineer.

**MULCH (Replaces 1081.06 of the Standard Specifications)**

Granular mulch made from recycled wood and cellulose fibers, such as Seed Aide Cover Grow manufactured by Profile or equal approved by the Engineer. At a minimum the mulch shall meet the following:

Dry applied pellets that can be installed utilizing a drop spreader.

Mulch shall be made from a minimum 35% thermally processed wood fiber, 55% cellulose fiber, and a wetting agent including high-viscosity colloidal polysaccharides.

**EXECUTION:**

**SCARIFY SOIL AND FILL LOW AREAS**

Contractor shall remove thatch and scarify the existing soils to prepare for seed installation utilizing a motorized power rake unit, such as the PR551V manufactured by Billy Goat or similar. All lawn areas adjacent to curbs and sidewalks shall be raked at a minimum width of twenty (20) inches. In areas of obvious damage that extend beyond the twenty (20) inch width, contractor shall power rake the area of damage only.

Following power raking, contractor shall remove all loose thatch, rocks, and other debris and place it in an area on site designated by the Engineer.

All low areas shall be filled with topsoil. See TOPSOIL PLACEMENT.

**SEED INSTALLATION**

Seeding shall be accomplished using two methods:

1. Two-thirds (2/3) of the required seed shall be seeded utilizing a mechanized power seeder, such as the OS901SPH manufactured by Billy Goat. This will ensure that a good portion of the seed is in direct seed-to-soil contact. Areas with newly placed soil can be skipped if soil is too loose to hold up to power seeding. If new soil areas are skipped with the power seeder they shall be seeded by hand at the same seeding rate and the seed shall be worked into the soil by hand raking.
2. The remaining seed shall be installed utilizing a drop spreader and left directly on the soil surface.

Overspread of any seed onto sidewalks, drives, picnic table pads, parking lot areas, and/or any areas of spread deemed inappropriate by the Engineer shall be cleaned by the Contractor to the satisfaction of the Engineer at no additional cost.

**SOIL AMENDMENT PRODUCT APPLICATIONS**

Follow product manufacturer's recommendations for application rates, equipment, equipment settings, and equipment operation.

Ensure that application equipment is properly calibrated prior to beginning work.

Soil amendment products shall be applied utilizing a drop spreader directly to newly seeded areas only.

Overspread of any soil amendment products onto sidewalks, drives, picnic table pads, parking lot areas, and/or any areas of spread deemed inappropriate by the Engineer shall be cleaned by the Contractor to the satisfaction of the Engineer at no additional cost.

### ROLL

Lightly roll seeded areas with a standard lawn roller to ensure good seed-to-soil contact.

### APPLY MULCH

Follow manufacture's recommendations and apply granular mulch pellets to newly seeded areas.

### WATERING

Apply enough water to all the seeded areas to saturate the soil and activate mulch granules.

### RESTRICTIONS:

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

### METHOD OF MEASUREMENT:

SEEDING (SPECIAL) work will be measured for payment based on the number of acres seeded.  
Unit

### BASIS OF PAYMENT:

Seeding work will be paid for at the contract unit price per ACRE of SEEDING (SPECIAL).

## **TREE TRIMMING**

### OBJECTIVES:

Unless otherwise directed by the Engineer, all trees on site shall be trimmed to meet one or more of the following objectives:

Mitigate Risk: Trim trees to lower the likelihood of tree branch, and/or other tree part failure and impact to targets (See ANSI A300 Part 9, Tree Risk Assessment). Trim trees to increase site lines and site distances for pedestrian safety.

Manage Health: Trim trees to improve or maintain plant health, or control pests (See ANSI A300 Part 2, Sil Management and A300 Part 10, IPM).

Develop or improve Structure: Trim trees to improve plant architecture (i.e. desirable branch size, spacing, diameter and aspect ratios), ensure that the plant is compatible with the site (e.g. minimize conflict with traffic, sightlines or infrastructure), and/or to restore damaged plants.

Manage Size and/or Shape: Trim trees to reduce size or maintain desired shape.

Improve Aesthetics: Trim trees to improve the visual appearance of plants and/or the surrounding site.

## EXECUTION:

### GENERAL CONDITIONS

Contractor shall utilize equipment having low unit pressure ground contact within work areas. They shall take precautions to ensure that equipment and vehicles do not damage the grading, utilities, structures, lawn, or existing trees and shrubs during execution of the work. 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.

### TRIMMING

Reduce or remove branches (living and dead) and/or other parts that pose unacceptable risk of failure, including reducing the length of branches or leaders when needed to reduce load.

Remove deleterious parts, e.g. dead or dying branches, diseased or infested branches, rubbing branches, weakened or broken branches, parasitic plants, etc.

Reduce or remove branches on mature trees to ensure a ground clearance of at least eight (8) feet to improve site lines and pedestrian safety. This requirement does not apply to coniferous or "evergreen" species

For younger trees still developing form, select dominant leader(s) and desirable scaffold branches for development as appropriate for the species and site. Subordinate or remove competing leaders, branches and shoots. Branches of younger developing trees can remain below the eight (8) foot height threshold if deemed necessary for proper tree development.

For maple and linden species (*Acer* spp and *Tilia* spp), trim 20-30% of the canopy to increase light penetration to the ground plane. Branch removal shall occur evenly throughout the tree.

Selectively reduce or remove branches, leaders or other parts to achieve or maintain a desired form, shape or size, or to encourage regenerative growth from lower parts of the crown.

Selectively reduce or remove branches, leaders or other parts to achieve aesthetic objectives.

### DISPOSAL

The collection and stockpiling of cuttings, logs, stumps, root material, sod, rubbish, surface debris, or other materials throughout the project shall not result in pitting, rutting or any other soil disturbances. Mechanized collection, transport, and stockpiling shall be permitted only under these conditions.

Stockpiling areas shall be as shown on plans or shall be determined by the Engineer using the following criteria:

- Does not impede traffic
- Is no closer than fifteen (15) feet to any roadway
- Ease of access
- Site lines (placement of piles shall not disrupt views from adjacent roads)
- Avoidance of wet areas
- Avoidance of native planting areas or cultural features

Stockpiling shall not be allowed in wetland areas unless otherwise directed by the Engineer

Whenever possible, stockpiling shall occur in degraded areas

All stockpiling areas shall be identified with the Engineer at the preconstruction conference.

All cuttings longer than six (6) inches in length and/or larger than one-quarter (1/4) inch in diameter shall be removed from the project site. Smaller cuttings and cutting debris may be left on site to decompose. Cuttings and cutting debris shall neither be allowed to accumulate to a depth that will smother existing desirable vegetation and prevent it from emerging, nor prevent good seed-to-soil contact in newly seeded areas (approximately one-quarter (1/4) inch maximum depth).

Dispose of non-desirable cuttings, logs, stumps, root material, sod, rubbish, surface debris, or other material off State property in accordance with local jurisdiction. Contractor shall provide documentation to the Engineer of disposal methods prior to final inspection. Disposal of cuttings and other materials shall be completed simultaneously with the initial tree trimming operations. Disposal options for this work include:

- Hauling to Contractor Location(s)

The Contractor can either chip removed tree part on-site and haul the chips away or haul whole cut branches off site for appropriate disposal. This requires the Contractor to dispose of cut tree material at an off-site facility of their choosing.

Alternative disposal methods may be allowed at the Engineer's discretion, any alternative disposal methods shall be proposed by the Contractor at the pre-construction meeting. If alternative disposal methods are not approved, the Contractor shall dispose of materials as specified.

All disposal costs shall be included in the cost of TREE TRIMMING, and no additional compensation will be allowed.

## SITE RESTORATION

The Contractor shall fill and smooth any ruts or other ground disturbance created by the tree trimming operations, finished planting surface shall be free of clods, rocks, and other debris measuring one inch (1") or more in any dimension or as otherwise directed by the Engineer.

Disturbed areas shall be seeded in accordance with the Special Provisions for SEEDING (SPECIAL). This work shall be considered incidental, and no additional compensation will be considered.

## RESTRICTIONS:

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

Staging of cut material shall not occur within fifteen feet (15') of any road.

Cut material shall be disposed of the same day it is cut and work areas shall be cleaned at the end of each day, stockpiles shall not be allowed to remain on-site overnight unless otherwise approved by the Engineer.

**METHOD OF MEASUREMENT:**

This work will be measured for payment based on the number of trees trimmed.

Each tree trimmed shall be measured for payment at the unit price. Tree size, branch size, and extensiveness of trimming have no bearing on the measurement for payment.

**BASIS OF PAYMENT:**

This work will be paid for at the contract unit price per EACH for TREE TRIMMING.

**TOPSOIL PLACEMENT**

**MATERIALS:**

TOPSOIL (Supplements 1081.05 of the Standard Specifications) Shall be pulverized and free of lumps, any stones in excess of one-half (1/2) inch (and less than 2% total volume shall be non-organic stone [excludes sand]), and other foreign material, or roots, stumps, weeds, brush or leaves. Screened so that 100% of topsoil shall pass the one (1) inch (25mm) sieve and 90% passes the No. 10 (2.00mm) sieve.

**EXECUTION:**

Following raking and prior to seeding, all low areas within SEEDING (SPECIAL) areas shall be filled with topsoil so that they are even with surrounding ground levels, including adjacent sidewalk surfaces, and have a cross slope no greater than 25:1 or 4.0%. Newly placed soil shall be tamped and raked free of debris to produce a smooth, even, and firm seeding surface.

**METHOD OF MEASUREMENT:**

TOPSOIL PLACEMENT shall be that material obtained from locations determined by the Contractor and will be measured in cubic yards placed as specified.

**BASIS OF PAYMENT:**

Topsoil placement work will be paid for at the contract unit price per CU YD of TOPSOIL PLACEMENT.

**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](mailto: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](mailto: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.

## **SEEDING (BDE)**

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

**“250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
1 Lawn Mixture 1/	Kentucky Bluegrass	100 (110)
	Perennial Ryegrass	60 (70)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
1A Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
	<i>Festuca brevipilla</i> (Hard Fescue)	20 (20)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)
1B Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/	150 (170)
	Perennial Ryegrass	20 (20)
	Red Top	10 (10)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
2 Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	100 (110)
	Perennial Ryegrass	50 (55)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	30 (20)
	<i>Festuca brevipilla</i> (Hard Fescue)	30 (20)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	60 (70)
3 Northern Illinois Slope Mixture 1/	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	5 (5)
	Perennial Ryegrass	20 (20)
	Alsike Clover 4/	5 (5)
	<i>Desmanthus illinoensis</i> (Illinois Bundleflower) 4/ 5/	2 (2)
	<i>Schizachyrium scoparium</i> (Little Bluestem) 5/	12 (12)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	10 (10)
	<i>Puccinellia distans</i> (Fulfs Saltgrass or Salty Alkaligrass)	30 (35)
	Oats, Spring	50 (55)
	Slender Wheat Grass 5/	15 (15)
	Buffalo Grass 5/ 7/	5 (5)
	3A Southern Illinois Slope Mixture 1/	Perennial Ryegrass
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		20 (20)
<i>Panicum virgatum</i> (Switchgrass) 5/		10 (10)
<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/		12 (12)
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		10 (10)
<i>Dalea candida</i> (White Prairie Clover) 4/ 5/		5 (5)
<i>Rudbeckia hirta</i> (Black-Eyed Susan) 5/		5 (5)
Oats, Spring		50 (55)

Class – Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 2/ 6/	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		5 (5)
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		1 (1)
<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 2/ 6/		Annual Ryegrass
	Oats, Spring	25 (25)
	Wetland Grasses (species below) 5/	6 (6)
<u>Species:</u>		<u>% By Weight</u>
<i>Calamagrostis canadensis</i> (Blue Joint Grass)		12
<i>Carex lacustris</i> (Lake-Bank Sedge)		6
<i>Carex slipata</i> (Awl-Fruited Sedge)		6
<i>Carex stricta</i> (Tussock Sedge)		6
<i>Carex vulpinoidea</i> (Fox Sedge)		6
<i>Eleocharis acicularis</i> (Needle Spike Rush)		3
<i>Eleocharis obtusa</i> (Blunt Spike Rush)		3
<i>Glyceria striata</i> (Fowl Manna Grass)		14
<i>Juncus effusus</i> (Common Rush)		6
<i>Juncus tenuis</i> (Slender Rush)		6
<i>Juncus torreyi</i> (Torrey's Rush)		6
<i>Leersia oryzoides</i> (Rice Cut Grass)		10
<i>Scirpus acutus</i> (Hard-Stemmed Bulrush)		3
<i>Scirpus atrovirens</i> (Dark Green Rush)		3
<i>Bolboschoenus fluviatilis</i> (River Bulrush)		3
<i>Schoenoplectus tabernaemontani</i> (Softstem Bulrush)		3
<i>Spartina pectinata</i> (Cord Grass)		4

Class – Type	Seeds	lb/acre (kg/hectare)
5	Forb with Annuals Mixture 2/ 5/ 6/	Annuals Mixture (Below) Forb Mixture (Below)
		1 (1) 10 (10)
	Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:	
	<i>Coreopsis lanceolata</i> (Sand Coreopsis) <i>Leucanthemum maximum</i> (Shasta Daisy) <i>Gaillardia pulchella</i> (Blanket Flower) <i>Ratibida columnifera</i> (Prairie Coneflower) <i>Rudbeckia hirta</i> (Black-Eyed Susan)	
	Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:	
	<i>Amorpha canescens</i> (Lead Plant) 4/ <i>Anemone cylindrica</i> (Thimble Weed) <i>Asclepias tuberosa</i> (Butterfly Weed) <i>Aster azureus</i> (Sky Blue Aster) <i>Symphotrichum leave</i> (Smooth Aster) <i>Aster novae-angliae</i> (New England Aster) <i>Baptisia leucantha</i> (White Wild Indigo) 4/ <i>Coreopsis palmata</i> (Prairie Coreopsis) <i>Echinacea pallida</i> (Pale Purple Coneflower) <i>Eryngium yuccifolium</i> (Rattlesnake Master) <i>Helianthus mollis</i> (Downy Sunflower) <i>Heliopsis helianthoides</i> (Ox-Eye) <i>Liatris aspera</i> (Rough Blazing Star) <i>Liatris pycnostachya</i> (Prairie Blazing Star) <i>Monarda fistulosa</i> (Prairie Bergamot) <i>Parthenium integrifolium</i> (Wild Quinine) <i>Dalea candida</i> (White Prairie Clover) 4/ <i>Dalea purpurea</i> (Purple Prairie Clover) 4/ <i>Physostegia virginiana</i> (False Dragonhead) <i>Potentilla arguta</i> (Prairie Cinquefoil) <i>Ratibida pinnata</i> (Yellow Coneflower) <i>Rudbeckia subtomentosa</i> (Fragrant Coneflower) <i>Silphium laciniatum</i> (Compass Plant) <i>Silphium terebinthinaceum</i> (Prairie Dock) <i>Oligoneuron rigidum</i> (Rigid Goldenrod) <i>Tradescantia ohiensis</i> (Spiderwort) <i>Veronicastrum virginicum</i> (Culver's Root)	

Class – Type	Seeds	lb/acre (kg/hectare)
5A Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Aster novae-angliae</i> (New England Aster)	5
	<i>Echinacea pallida</i> (Pale Purple Coneflower)	10
	<i>Helianthus mollis</i> (Downy Sunflower)	10
	<i>Heliopsis helianthoides</i> (Ox-Eye)	10
	<i>Liatris pycnostachya</i> (Prairie Blazing Star)	10
	<i>Ratibida pinnata</i> (Yellow Coneflower)	5
	<i>Rudbeckia hirta</i> (Black-Eyed Susan)	10
	<i>Silphium laciniatum</i> (Compass Plant)	10
	<i>Silphium terebinthinaceum</i> (Prairie Dock)	20
	<i>Oligoneuron rigidum</i> (Rigid Goldenrod)	10
5B Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Acorus calamus</i> (Sweet Flag)	3
	<i>Angelica atropurpurea</i> (Angelica)	6
	<i>Asclepias incarnata</i> (Swamp Milkweed)	2
	<i>Aster puniceus</i> (Purple Stemmed Aster)	10
	<i>Bidens cernua</i> (Beggarticks)	7
	<i>Eutrochium maculatum</i> (Spotted Joe Pye Weed)	7
	<i>Eupatorium perfoliatum</i> (Boneset)	7
	<i>Helenium autumnale</i> (Autumn Sneezeweed)	2
	<i>Iris virginica shrevei</i> (Blue Flag Iris)	2
	<i>Lobelia cardinalis</i> (Cardinal Flower)	5
	<i>Lobelia siphilitica</i> (Great Blue Lobelia)	5
	<i>Lythrum alatum</i> (Winged Loosestrife)	2
	<i>Physostegia virginiana</i> (False Dragonhead)	5
	<i>Persicaria pensylvanica</i> (Pennsylvania Smartweed)	10
	<i>Persicaria lapathifolia</i> (Curlytop Knotweed)	10
	<i>Pychanthemum virginianum</i> (Mountain Mint)	5
	<i>Rudbeckia laciniata</i> (Cut-leaf Coneflower)	5
	<i>Oligoneuron riddellii</i> (Riddell Goldenrod)	2
	<i>Sparganium eurycarpum</i> (Giant Burreed)	5
6 Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A Salt Tolerant Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring <i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7 Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO<sub>3</sub> to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

**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

Revised: November 1, 2022

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, and the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

**STATE CONTRACTS.** 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 15<sup>th</sup> 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.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

## **VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

**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 Supports ..... 1106.02”

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.