

21

August 2, 2024 Letting

Notice to Bidders, Specifications and Proposal



**Contract No. 66P59
Various Counties
Section 2025-1 WEED SPRAY
Various Routes
District 3 Construction Funds**

Prepared by

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Checked by

(Printed by authority of the State of Illinois)



NOTICE TO BIDDERS

- 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. August 2, 2024 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. 66P59
Various Counties
Section 2025-1 WEED SPRAY
Various Routes
District 3 Construction Funds**

Vegetation management control along various routes in various counties in District 3.

- 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

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 Various Routes, Section 2025-1 WEED SPRAY, Various Counties, Contract No. 66P59 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The work is located at multiple locations throughout Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle and Livingston counties.

DESCRIPTION OF PROJECT

The work included in this section consists primarily of Professional Prescribed Burning and Prairie Weed Control within planted pollinator sites and/or within remnant prairie areas as indicated on the plans. This work may involve transportation of equipment and personnel, preparing burn prescription plans, burn site preparation, execution of prescribed burns, smoke management, burn site mop-up, herbicide spraying, mowing, and/or removal of small brush.

This project is located along state routes in Bureau, Dekalb, Grundy, Iroquois, Kendall, LaSalle, and Livingston counties in District 3 and shall be in accordance with the applicable portions of Section 107 of the Standard Specifications and the Special Provisions.

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

COMPLETION DATE

All work on this contract shall be completed on or before **June 15, 2025**. Should the Contractor fail to complete all work by June 15, 2025, the Contractor shall be liable in accordance with Article 109.09 of the standard specifications.

KEEPING ROADS OPEN TO TRAFFIC

The road shall be kept open to traffic at all times. Equipment shall be parked off the pavement when mixing or loading materials. Appropriate signs, in accordance with Standard 701426 shall be used. Arrow boards shall conform to Article 1106.02 of the Standard Specifications. Standard 701426 shall be used for all shoulder operations.

The Contractor shall equip all machinery and vehicles with revolving or flashing amber lights, installed so the illumination is visible from all directions.

The median crossovers will generally not be available for Contractor use. It may be used only when both lanes adjacent to the median are closed. Under no conditions shall lanes open to traffic be crossed from a closed lane to access the median.

Parking of personal vehicles within the interstate right-of-way will be strictly prohibited. Parking of construction equipment within the right-of-way will be permitted only at locations approved by the Engineer.

CLEARING, SPECIAL – ACRE UNIT

Description:

This work shall consist of the installation of fire breaks and site preparation in relation to executing prescribed burns on targeted sites for ecological management purposes in accordance with the Illinois Prescribed Burning Act (525 ILCS 37). Clearing priorities are to prepare an ecological site for the safe application of fire under a comprehensive prescription. The intent is to prepare or eliminate snags throughout the burn unit, prepare or eliminate obstacles (such as fences, trees, branches, etc.) that may obstruct mobilization of prescribed burn equipment or personnel, and to create burn breaks within the site that are devoid of wildland fuels so that burn units can be controlled, contained, and/or excluded as defined in the prescription.

Clearing pricing shall include all fees, labor, material, equipment, and transport necessary for, and incidental to burn site preparation (may include the disposal of brush, vegetation, downed logs, stumps, sod, limited rubbish, surface debris, or other material occurring within the natural area which will interfere with the work) and the creation of required burn breaks.

Prosecution of Work

Prior to beginning work, Contractor shall submit a proposed work schedule to the Engineer outlining when the required tasks 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. The Contractor shall notify the Engineer a minimum of forty-eight (48) hours prior to beginning any work.

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

- Site preparation
- Burn break construction

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.

Experience:

All work shall be performed by a Contractor with at least five (5) years of documented experience in preparing sites for prescribed burns for the purposes of ecological restoration, they shall be able to demonstrate their knowledge in the field.

At or prior to the Pre-Construction Conference, the Contractor shall furnish copies of proposed equipment lists to the Engineer.

Staff:

The Contractor shall provide staff that meet these minimum requirements:

CREW SUPERVISOR:

The Contractor shall designate an employee as the Crew Supervisor. This person shall be on-site during all work activities, at a minimum the Crew Supervisor shall meet the following qualifications:

- Have five (5) years documented full-time field experience in ecosystem restoration
- Have two (2) or more years of documented experience in site preparation for the purposes of prescribed burning
- Have documented experience implementing approved burn plans

Equipment

The Contractor shall provide all equipment and materials needed for execution of the work.

Contractor is solely responsible for transport, operation, repair, maintenance, and extraction of their equipment.

Prescription (BURN PLAN)

IDOT shall provide the Contractor with a copy of the approved burn plan. The Contractor shall prepare sites for burning in accordance with the approved burn plan. Site preparation and burn breaks shall be subject to approval by the Burn Boss and the Engineer.

Execution

Without exception, the Contractor's designated Crew Supervisor shall be on-site for all work.

FIRE LINE CONSTRUCTION

Fire line and burn break specifications for each specific site shall be designated in the prescription by the Burn Boss. Fire line and burn break construction activities may include, but are not limited to brush/trail clearing, limbing of trees, mowing, raking, and use of leaf blowers to construct appropriate-sized fire lines and burn breaks around and/or within approved burn units.

Fire line construction at these sites shall not include tilling, disking, or any other major disturbance to the soil profile.

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 acres prepared for burning as determined by the Engineer. Contractors shall not be compensated for travel time to sites.

The Contractor shall not be compensated for re-deployments concerning additional Clearing work required to be in compliance with the approved burn plan.

Basis of Payment:

This work will be paid for at the CLEARING, SPECIAL contract unit price per ACRE.

APPENDIX A – GLOSSARY OF TERMS USED IN THIS SPECIAL PROVISION

Burn Break: An area devoid of fuel used as a boundary to a burn unit or an area used to stop a burn. Burn breaks may be naturally occurring, such as a stream; or they may be manmade, such as a fire line. See also “Fire Line”.

Burn Plan: See “Prescription”

Burn Unit: The physical area(s) within a project site being burned. A single burn site may be divided into several burn units as determined by the prescription.

Fire Line: The part of a containment or control line that is scraped or dug to mineral soil (NWCG). Sometimes referred to as a “Burn Break”.

Prescribed Burning: The planned application of fire to naturally occurring vegetative fuels under specified environmental conditions and following appropriate precautionary measures, which causes the fire to be confined to a predetermined area and accomplish the planned land management objectives (525 ILCS 37/10a).

Prescription: A written plan for conduction a prescribed burn (525 ILCS 37/10c), also commonly referred to as a “burn plan”.

Snag: A standing dead tree or part of a dead tree from which at least the leaves and smaller branches have fallen (NWCG).

Wildland Fuels: Any naturally occurring combustible material in the wild, such as dried leaves, dried grasses, deadwood, coniferous plants, etc.

PRAIRIE WEED CONTROL – ACRE UNIT

Description:

This work shall consist of spot herbicide application, spot mowing, and small tree/brush removal on targeted sites for ecological management purposes. Prairie Weed Control priorities are to approach eradication of target species, encourage the healthy growth of native species, and increase overall site biodiversity. The intent is to develop a dense stand of desirable native species with minimal weed content and minimal threat from invasive species or aggressive native species.

This work will occur in the fall of 2024 through the spring of 2025 in protected areas containing established native species that have been burned and/or mown within the previous two to ten (2-10) months. These areas are IDOT native plantings or are sites that have been identified by IDNR as either INAI sites, sites possibly containing endangered or threatened species, or as remnant prairie communities. It is anticipated that much of this work will involve herbicide application, any spot mowing and small tree/brush removal should be limited and typically occur along fence lines, next to structures, or on slopes where the Department's mowers cannot operate. The work required under this contract will be accomplished utilizing tools that can be operated by hand (including walk-behind), the use of large (sit on/sit in) equipment is not anticipated.

Prairie Weed Control pricing shall include all labor, material, equipment, and transport necessary for, and incidental to, short-term maintenance of select natural areas concerning the control of invasive or other targeted woody and herbaceous flora through cultural methods, physical removal, or the application of appropriate herbicides.

Prosecution of Work

Prior to beginning work, Contractor shall submit a proposed work schedule to the Engineer outlining when the materials required as part of the Special Provision are needed and when the required tasks 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. The Contractor shall notify the Engineer a minimum of forty-eight (48) hours prior to beginning any work.

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

- Herbicide products
- Calibration of equipment
- Initial herbicide mixing and any additional herbicide mixing being completed by a different staff member
- Assessment of herbicide application coverage

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 unless otherwise agreed to by the Engineer.

Experience

All work shall be performed by a Contractor with at least five (5) years of documented experience in vegetation management for the purposes of ecological restoration within sensitive plant communities. At a minimum, Contractor shall have a minimum of two (2) years of documented experience in the use of herbicides for vegetation management within Illinois natural areas that include at least one of the following:

- A natural community with endangered and threatened species
- Natural areas included on the Illinois Natural Areas Inventory (INAI) for high floristic quality
- Dedicated Nature Preserves
- Registered Land and Water Reserves

All work shall be performed by the Contractor, subcontracting is not permitted.

At or prior to the Pre-Construction Conference, the Contractor shall furnish copies of required personnel training records, documented personnel experience, required certifications, and proposed equipment lists to the Engineer. Documentation of Contractor's experience must be provided using the attached form or similar format.

Staff:

The Contractor shall provide staff that meet these minimum requirements:

PROJECT MANAGER

The Contractor shall designate an employee as the Project Manager. This person shall be the sole representative of the Contractor for this work and shall be the point of contact for the Engineer. The PM shall meet the following minimum qualifications:

- At a minimum, hold a bachelor's degree in natural resources, ecology, biology, or a related field
- Have a minimum of five (5) years of documented full-time professional ecosystem restoration experience in Midwestern ecosystems/habitat types
- Have a minimum of one (1) year of documented full-time field experience in ecosystem restoration
- Hold a current State of Illinois Pesticide Commercial Applicator license with the Rights-of-Ways and Aquatics categories
- If they meet the minimum requirements, the Project Manager can fulfill the Crew Supervisor role and/or serve as a Crew Member.

CREW SUPERVISOR

The Contractor shall designate an employee as the Crew Supervisor. This person shall be on-site during all work activities, at a minimum the Crew Supervisor shall meet the following qualifications:

- Have five (5) years documented full-time field experience in ecosystem restoration
- Hold a current State of Illinois Pesticide Commercial Applicator license with the Rights- of-Ways and Aquatics categories
- Have two (2) or more years of documented experience in the use of herbicides for vegetation management within Illinois natural areas that include at least one of the following:

- A natural community with endangered and threatened species
- Natural areas included on the Illinois Natural Areas Inventory (INAI) for high floristic quality
- Dedicated Nature Preserves
- Registered Land and Water Reserves
- If they meet the minimum requirements, the Crew Supervisor can fulfill the Project Manager role and/or serve as a Crew Member.

CREW MEMBERS

All crew members must demonstrate the following:

- A minimum of one (1) year documented full-time field experience in ecosystem restoration
- Hold a current State of Illinois Pesticide Commercial Operator or Applicator license registered to the Contractor's Commercial Pesticide Applicator's license.
- A minimum of fifty percent (50%) of the Crew Members applying herbicide shall have two (2) or more years of documented experience in the use of herbicides for vegetation management within Illinois natural areas that include at least one of the following:
 - A natural community with endangered and threatened species
 - Natural areas included on the Illinois Natural Areas Inventory (INAI) for high floristic quality
 - Dedicated Nature Preserves
 - Registered Land and Water Reserves
- The Crew Supervisor may count toward the 50% Crew Member experience requirement if they are applying herbicide as a Crew Member.

If the personnel on the job do not have the proper license or experience, the job will be postponed until personnel who carry the proper license are on the job, with no additional payment awarded to the Contractor.

All staff provided by the Contractor to complete this work shall demonstrate familiarity with local native and exotic plants to be able to identify species to be removed and native species to be left undisturbed. Contractor's staff shall be able to identify such species and have experience with selective species removal techniques. All staff applying herbicide under the Contractor's supervision must be knowledgeable of native flora in Illinois and be able to recognize and avoid spray application to rare plants (especially state threatened or endangered species). Contractor's staff shall be able to demonstrate their knowledge in the field.

Materials:

WATER

Potable water shall be used on the contract. No water will be allowed to be pumped from nearby creeks, ponds, or other bodies of water unless dictated by emergency need. The Contractor shall provide a list of source locations where the potable water will be obtained. The Contractor shall provide this list to the Engineer at or prior to the pre-construction conference. All proposed sources of water shall meet the approval of the Engineer prior to mobilizing for any work.

HERBICIDE

All chemicals necessary for the completion of this work shall be provided by the Department.

Products available include:

HERBICIDES	
Common Brand Name*	Chemical Name
Escort XP	Metsulfuron methyl: Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino] carbonyl] amino] sulfonyl]benzoate 60.0%
FreeLexx	2,4-Dichlorophenoxyacetic acid, choline salt 56.3%
Garlon 3A	triclopyr: 2-[(3,5,6-trichloro-2-pyridinyl)oxy] acetic acid, triethylamine salt 44.4%
Garlon 4 Ultra	triclopyr: 2-[(3,5,6-trichloro-2-pyridinyl)oxy] acetic acid, butoxyethyl ester 60.45%
Habitat	Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) 28.7%
Intensity	Clethodim: (E)-2-[1-[(3-chloro-2-propenyl) oxy]imino]propyl]-5-[2-(ethylthio)propyl]-3-hydroxy-2-cyclohexen-1-one 26.4%
Method 240 SL	Potassium salt of aminocyclopyrachlor: Potassium salt of 6-amino-5-chloro-2- cyclopropyl -4-pyrimidinecarboxylic acid 25.0%
Milestone	aminopyralid: Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro- 40.6%
Outrider	Sulfometuron-methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino] sulfonyl]benzoate} 75.0%
Pathway	plicloram: 4-amino-3,5,6-trichloropicolinic acid, triisopropanolamine salt 5.4% + 2,4-dichlorophenoxyacetic acid, triisopropanolamine salt 20.9%
Plateau	Ammonium salt of imazapic (+/-)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid 23.6%
Roundup Custom	Glyphosate, N-(Phosphonomethyl)glycine, in the form of its isopropylamine salt 53.8%
Telar XP	Chlorsulfuron: 2-Chloro-N-[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)aminocarbonyl] benzenesulfonamide 75.0%
Tordon 22K	plicloram: 4-amino-3,5,6-trichloropicolinic acid, potassium salt 24.4%
Vastlan	Triclopyr choline: 2-[(3,5,6-trichloro-2-pyridinyl)oxy] acetic acid, choline salt 54.72%

ADJUVENTS	
Common Brand Name*	Chemical Name
Bark Oil	Basil Oil with red marker dye
RRSI Sunset MSO	Methylated Seed Oil (MSO) 100.0%
Super Signal Blue	Blue spray pattern indicator

*No product endorsement is implied by inclusion in the above table, brand names are provided for reference only. Products deemed equivalent by the Engineer may be provided in lieu of the brand names listed.

The Department shall provide the Contractor with printed copies of herbicide labels and MSDS sheets for the chemicals being used.

Mixtures of herbicides used shall be determined by the Department on a site-by-site basis in coordination with IDNR and will be dependent on the species being targeted, the area work is being performed, and the time of year the work is being performed.

Equipment:

The Contractor shall provide all equipment and materials needed for execution of the work; at a minimum the following items are required:

VEHICLES

- One (1) vehicle or trailer equipped with water tanks capable of holding a minimum of sixty (60) gallons, water tanks shall be equipped with pumps as necessary to accommodate the filling of backpack sprayers.

HAND TOOLS

At a minimum the Contractor shall have the following hand tools on site:

- Backpack Sprayers – Minimum of one (1) per crew member, plus a minimum of two (2) additional for backup
- Brush Cutters – Minimum of one (1) per crew member, plus a minimum of one (1) additional for backup (with additional fuel/batteries)
- Chainsaw – Minimum of 2 (with additional

fuel/batteries) PERSONAL PROTECTIVE EQUIPMENT

(PPE)

Each of the Contractor's employees shall have all necessary personal protective equipment for herbicide and mowing work, at a minimum this shall include:

- Long pants
- Long-sleeved shirt
- Boots
- Safety glasses
- Chemical resistant rubber gloves
- Protective Chainsaw Chaps
- Hardhat with face shield
- Hearing protection
- Any other PPE required for this work by the Department, OSHA, the herbicide label, equipment manufacturer, or any other regulatory body.

MISCELLANEOUS

- Clean measuring cups with legible markings in standard liquid measure (ounces), measuring cups shall be made of transparent material
- Basin or other equipment to protect the ground during herbicide mixing
- Ample drinking water for all crew members
- A fully stocked first aid kit shall be readily available to all crew members, including a mobile eyewash station

Contractor is solely responsible for transport, operation, repair, maintenance, and extraction of their equipment.

Execution:

GENERAL CONDITIONS

The Contractor shall keep a log of all maintenance activities performed during the contract period and shall submit it to the Engineer following each workday.

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, or existing non-target vegetation during weed control operations. Any damage shall be repaired by the Contractor at no additional cost.

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

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

The Contractor will be required to have all equipment in proper working order before starting the job. An inspection of the Contractor's equipment will be completed by the Engineer prior to starting any work. If equipment is not working properly, the Contractor will be required to fix the problem prior to starting the work. The Contractor may be required to demonstrate the calibration of their equipment up to forty-eight (48) hours prior to the time of spraying operations are to begin.

SPOT MOWING

Spot mowing shall be conducted with the use of a hand-held gas-powered brush cutter equipped with a metal tri-blade (such as the Stihl FS240 equipped with the Stihl Brush Knife tri-blade or similar) and/or walk-behind brush cutters (such as Billy Goat BC26 or similar) targeting areas containing a mix of weed species and mature/flowering desirable native species. Spot mowing shall be utilized to eliminate the reproduction of non-native and non-desirable native species by not allowing the dispersal of seed from those targeted species.

Species targeted for spot mowing shall include removal of plant reproductive parts (e.g., flower stalks, un-developed seed heads, etc.). Spot mowing of perennial species may be conducted in concert with or be followed up with herbicide applications at the Engineer's direction.

Spot-mown vegetative materials shall be left on-site in a manner that will not allow regeneration or seed set of the mown species.

SPOT HERBICIDE APPLICATIONS

Small, scattered populations or individual specimens of undesirable species shall be controlled with spot herbicide applications. The following methods are appropriate:

Backpack Spray Treatments – Contractor shall utilize a minimum 4-gallon backpack style sprayer (such as Birchmeier Iris 15 AT3 or similar).

Herbicide Wicking – In areas of high-quality native vegetation where desirable species are directly adjacent to targeted plants, or where the growth habit of the target plant makes it impossible to avoid off-target damage, the appropriate herbicide shall be selectively wiped onto the target plant utilizing a sponge-wicking applicator or a cloth glove saturated with herbicide worn over an appropriate chemical resistant glove (a common technique referred to as "hand-wicking").

TREATMENT OF WOODY SPECIES

The Contractor shall remove target woody species that are less than six inches (6") DBH* utilizing hand-operated equipment, such as chainsaws, brush cutters, handsaws, or loppers. Upon approval by the Engineer, small walk behind mower-type brush cutters may be utilized provided that their use does not result in rutting or pitting of the soil while in operation. (**Due to IDOT policy, the cutting of trees measuring three inches (3") or larger at two feet (2') above the ground line is restricted to April 1st thru September 30th. If the Contractor is executing PRAIRIE WEED CONTROL outside of these dates, they will be required to leave any of these restricted trees.*)

The Contractor shall conduct woody species herbicide treatments to all cut-stumps, re-sprouts, re-growth, or other remaining live plants of all target species.

Woody species herbicide treatments may be applied using foliar applications and/or cut-stump application using an appropriate herbicide.

Foliar Treatment: Apply an appropriate herbicide spray mixture to the leaves of target species after leaves have fully opened in the spring and up to a few weeks prior to fall senescence. Provide full coverage of the leaves while limiting overspray and dripping. To reduce the chance for overspray, Foliar Treatments shall only be applied to smaller re-sprouts that are low to the ground.

Cut-Stump Treatment: All cut-stumps shall be treated with an appropriate herbicide spray mixture immediately after cutting (no longer than eight (8) hours following cutting). Treat the cut area around the edge with herbicide so the cambium layer will take up the active ingredient. *Juniper spp* that have been cut below the last bottom branch shall be exempt from herbicide requirements.

Wherever possible herbicide applications to woody species shall be accomplished by utilizing wick or sponge-type applicators.

All cuttings longer than one (1) foot in length and/or larger than one (1) inch in diameter shall be piled within the project site at locations approved by the Engineer. Piled cuttings shall be disposed of by the Department. Smaller cuttings and cutting debris that have been shredded or chipped by the use of hand-held mechanical equipment may be left on site. Cuttings and cutting debris shall not be allowed to accumulate to a depth that will smother existing desirable native species or prevent existing desirable native species from emerging (approximately one-half inch (1/2") maximum depth).

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 acres effectively treated as determined by the Engineer. Contractors shall not be compensated for travel time to sites.

Basis of Payment:

This work will be paid for at the PRAIRIE WEED CONTROL contract unit price per ACRE.

APPENDIX A – LIST OF TARGET WEED SPECIES

It is the responsibility of the Contractor to locate, identify, and treat targeted species that may endanger the long-term health of existing native plant communities within the project area/site. Following is a list of targeted invasive and weedy species that can inhibit the successful establishment of desirable native species. This list is not representative of the site and should not be considered an inventory. When present, the listed species shall be targeted by the Contractor:

<i>Alliaria petiolata</i>	GARLIC MUSTARD
<i>Anthriscus sylvestris</i>	WILD CHERVIL
<i>Carduus nutans</i>	MUSK THISTLE ¹
<i>Celastrus orbiculatus</i>	ASIAN BITTERSWEET ¹
<i>Centaurea maculosa</i>	SPOTTED KNAPWEED
<i>Cirsium arvense</i>	CANADA THISTLE ¹
<i>Conium maculatum</i>	POISON HEMLOCK ¹
<i>Dipsacus</i> spp.	TEASEL ¹
<i>Elaeagnus</i> spp.	OLIVE ¹
<i>Fallopia japonica</i>	JAPANESE KNOTWEED ¹
<i>Hemerocallis fulva</i>	ORANGE DAYLILY
<i>Lonicera</i> spp.	HONEYSUCKLE (non-native) ¹
<i>Lotus corniculatus</i>	BIRDS FOOT TREFOIL
<i>Lythrum salicaria</i>	PURPLE LOOSESTRIFE
<i>Melilotus albus</i>	WHITE SWEET CLOVER
<i>Melilotus officinalis</i>	YELLOW SWEET CLOVER
<i>Microstegium vimineum</i>	JAPANESE STILTGRASS
<i>Morus alba</i>	WHITE MULBERRY
<i>Pastinaca sativa</i>	WILD PARSNIP
<i>Phalaris arundinacea</i>	REED CANARY GRASS
<i>Phragmites australis</i> (non-native)	COMMON REED (non-
native) <i>Rhamnus</i> spp.	BUCKTHORN
<i>Robinia pseudoacacia</i>	BLACK LOCUST
<i>Rumex crispus</i>	CURLY DOCK
<i>Rosa multiflora</i>	MULTIFLORA ROSE
<i>Salix interior</i>	SANDBAR WILLOW ³
<i>Saponaria officinalis</i>	BOUNCING BET
<i>Securigaria varia</i>	CROWN VETCH
<i>Solidago sempervirens</i>	SEASIDE GOLDENROD
<i>Trifolium pratense</i>	RED CLOVER ²
<i>Trifolium repens</i>	WHITE CLOVER ²

¹Species classified as a Noxious Weed in the State of Illinois as of the date of this document

²Species considered common weeds requiring control, not specifically considered invasive

APPENDIX B – GLOSSARY OF TERMS USED IN THIS SPECIAL PROVISION

Growing Season: The part of a calendar year during which rainfall and temperature allow plants to grow. In the Midwest the growing season typically occurs between the months of April thru October or November.

Invasive Species: An undesirable species of plant or animal, often non-native, that competes with desirable, native plants and animals for light, space, water, food, and nutrients. An invasive species, left untreated, will destroy the integrity of an ecosystem and will often become the only plant or animal inhabiting a particular landscape.

Native Species: 1) an indigenous species that is normally found as part of a particular ecosystem; 2) a species that was present in a defined North American area prior to European settlement.

Plant Community: A group of plants that need a particular set of environmental conditions (i.e., light, soil type, moisture) in order to thrive. Examples include dry prairie, mesic prairie, wet prairie, wetland, emergent, savanna, dry-mesic woodland, etc.

Weedy Species: A species that displays weedy characteristics, such as: 1.) an excessive growth habit that may inhibit the healthy growth of other more desirable native species; 2.) the ability to produce an abundance of seed, spread rapidly, and inhibit the healthy growth of other more desirable native species; 3.) an extensive root system or other vegetative structure that spreads aggressively above or below ground; 4.) the ability to produce chemicals that are toxic to surrounding plants (allelopathy).

PROFESSIONAL PRESCRIBED BURN – ACRE UNIT

Description:

This work shall consist of the completion of prescribed burns in a safe and efficient manner on targeted sites for ecological management purposes in accordance with the Illinois Prescribed Burning Act (525 ILCS 37). Prescribed Burn priorities are to achieve specific ecological and/or aesthetic outcomes through the safe application of fire under a comprehensive prescription. The intent is to cause damage to targeted woody vegetation and clear standing dormant herbaceous biomass and/or leaf litter to allow sunlight to reach the soil surface and to allow easy application of herbicides to emerging plant material, all while avoiding damage to structures, property, cultural resources, desirable woody vegetation, desirable deadwood, desirable fire-negative herbaceous species, or other desirable features.

This work will occur in the fall of 2024. Extensions may be granted to the spring of 2025 at the Engineer's discretion; however, it is the Department's desire to complete this work in the fall. Spring extensions are NOT guaranteed.

Prescribed Burn pricing shall include all fees, labor, material, equipment, and transport necessary for, and incidental to, burn plan preparation, permit acquisition, coordination with local jurisdictions, notifications, minor site preparation, ignition, containment, smoke monitoring & management, and mop-up activities. Mop-up activities include, but are not limited to, suppression of all smoldering material, ensuring burn crew members are on-call and remain within 2-hours of the burn site for 24 hours after burn completion, etc.

Prosecution of Work:

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

The Department has an approved IL EPA Open Burn permit for each site, pending IL EPA approval of burn prescriptions prepared by the Contractor.

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. The Contractor shall notify the Engineer a minimum of twenty-four (24) hours prior to beginning any work.

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

- The prescription
- Go/No-Go decisions
- Assessment of burn coverage

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 unless otherwise agreed to by the Engineer.

Experience:

All work shall be performed by a Contractor with at least five (5) years of documented experience in executing prescribed burns for the purposes of ecological restoration, they shall be able to demonstrate their knowledge in the field.

All work shall be performed by the Contractor, subcontracting is not permitted.

At or prior to the Pre-Construction Conference, the Contractor shall furnish copies of required personnel training records, documented personnel experience, required certifications, and proposed equipment lists to the Engineer. Documentation of Contractor's experience must be provided using the attached form or similar format.

Staff:

The Contractor shall provide staff that meet these minimum requirements:

BURN BOSS

The Contractor shall designate an employee as the Burn Boss. This person shall be the sole representative of the Contractor for this work and shall be the point of contact to the Engineer. The Burn Boss shall meet the following minimum qualifications:

- Meets the requirements of Illinois Prescribed Burning Act (17 Illinois Admin. Code 1565.70; 525 ILCS 37), including being recognized as a Certified Prescribed Burn Manager (CPBM). A copy of the CPBM certificate shall be submitted to the Engineer.
- Have a minimum of three (3) years documented experience conducting prescribed burns for the Contractor.

BURN CREW MEMBERS

All burn crew members must demonstrate the following:

- Have a minimum of one (1) year documented experience conducting prescribed burns.
- Have documented experience working the line of a minimum three (3) prescribed burns.
- Have completed appropriate training in wildland firefighting. A copy of certificates documenting successful completion of one of the following training options shall be submitted to the Engineer for each Crew Member:
 1. NWCG Basic Firefighter Training (S130) and Introduction to Wildland Fire Behavior (S190);
 2. OR, a Prescribed Burn Training Program approved by the Illinois Prescribed Fire Council

Materials:

WATER

Potable water shall be used on the contract. No water will be allowed to be pumped from nearby creeks, ponds, or other bodies of water unless dictated by emergency need. The Contractor 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 pre-construction conference. All proposed sources of water shall meet the approval of the Engineer prior to mobilizing to a prescribed burn site.

IGNITION FUELS

Contractor shall supply and mix all fuels necessary for prescribed burn ignition operations, fuels provided shall include gasoline and diesel fuel. Mixing of fuel on-site shall be in a location designated by the Engineer and shall be completed over a basin or other method to protect the ground from spills. Contractor shall provide a fully stocked spill kit at the designated on-site fuel mixing location.

Equipment:

The Contractor shall provide all equipment and materials needed for execution of the work; at a minimum the following items are required:

VEHICLES

- One four-wheel drive fire-equipped pickup truck
- Two all-wheel drive fire-equipped ATVs
- One 500 Gallon Water Tender with adequate pump to quickly fill vehicle-mounted and portable water tanks
- "Fire-Equipped" vehicles shall include:
 - Water tank (50 Gallon Minimum)
 - Pump capable of producing a minimum of 60 GPM @ 80 psi
 - Configuration that allows "Pump and Roll" operation at a speed of 2 MPH
 - Minimum inside hose diameter of 3/4"
 - Minimum hose length of 100'
 - Spray gun with a nozzle capable of applying a minimum of 6 GPM @ 80 psi

HAND TOOLS

Unless operating a fire-equipped vehicle and/or its apparatus, each of the Contractor's employees shall have a minimum of one hand tool in their possession when on or near the fire line; at a minimum the Contractor shall have the following hand tools on site:

- Drip torch – Minimum of 3
- Flappers – Minimum of 4
- Pulaski – Minimum of 2
- McLeod – Minimum of 2
- Leaf Rake – Minimum of 1
- Shovel – Minimum of 2
- Fire/Council Rake – Minimum of 2
- Backpack Pump – Minimum of 4
- Backpack blower – Minimum of 2 (with additional fuel/batteries)
- Brush Cutter – Minimum of 2 (with additional fuel/batteries)
- Chainsaw – Minimum of 2 (with additional fuel/batteries)

PERSONAL PROTECTIVE EQUIPMENT

Each of the Contractor's employees shall have all necessary personal protective equipment for all personnel to meet NWCG guidelines, at a minimum this shall include:

- Nomex clothing (shirt and pants, or suit)
- Nomex shroud
- Leather boots without steel toes
- Leather gloves
- Fire rated hardhat with face shield
- Safety glasses
- All underclothing of natural fiber
- Chaps and hearing protection for chainsaw use

MISCELLANEOUS

- Two-way radios for all personnel involved in the prescribed burn, whether on the line or not, and an additional two (2) radios to be issued to the Engineer during work activities
- At a minimum, ignition crew members shall carry two fully functional cigarette lighters at all times
- Each crew member shall carry a functional compass to enable them to monitor and communicate accurate wind direction and fire locations
- Each vehicle shall carry a set of wire cutters
- Contractor shall provide ample drinking water to all burn crew members
- A fully stocked first aid kit shall be readily available to all burn crew members
- At a minimum, the Burn Boss shall carry a fully charged, fully operational cellular phone at all times
- At a minimum, the Burn Boss (or their qualified designee on the crew) shall carry a fully functional weather kit at all times

Contractor is solely responsible for transport, operation, repair, maintenance, and extraction of their equipment.

INSURANCE (Supplements Section 107.27 of the Standard Specifications)

The General Aggregate Limit for this work shall be a minimum of \$5,000,000.00 (five million).

Contractor shall provide excess general liability for "Prescribed Burn Operations" with a minimum \$2,000,000.00 (two million) per occurrence limit.

The Contractor shall list prescribed burn or prescribed fire on the certificate as the activity covered.

PRESCRIPTION (BURN PLAN)

The Contractor shall complete and submit a prescription (burn plan) for review by the Engineer, local officials, and IEPA prior to mobilizing for any prescribed burning work, including Clearing work, unless otherwise authorized by the Engineer. It is required that prescriptions be site specific and be approved by the Burn Boss, the Engineer, and IEPA prior to starting work.

ROADSIDE VISIBILITY MATERIALS

IDOT shall provide changeable message boards along any roadway bordering the burn site that are programmed to read "Control Burn Area, Caution Ahead". Message boards shall be placed approximately 1,000 feet before the burn site.

In addition, the Contractor shall provide and install temporary warning signage along any state roadway within 1/10th of a mile of the burn site boundaries. Signage markings shall include one of the following:

- Controlled Burn Ahead
- Prescribed Burn Ahead
- Caution Smoke Ahead

All signage designated as orange shall be fluorescent orange sheeting and conform to IDOT standard specifications.

Signage shall be in place no more than one (1) hour prior to the planned ignition time and should be deployed as close to ignition as possible. When the Burn Boss determines that burn operations no longer have the potential to impact traffic, signage shall immediately be removed, covered, turned, or laid flat by the Contractor so that they are no longer visible to drivers.

EXECUTION

Without exception, the Contractor's designated Burn Boss shall be on-site for every prescribed burn.

FIRE LINE CONSTRUCTION

Fire line and burn break specifications for each specific site shall be designated in the prescription by the Burn Boss. Site preparation and fire line construction activities shall be performed and paid for as per the CLEARING, SPECIAL, special provision. The Burn Boss shall be responsible for approving site preparation and fire line construction prior to ignition.

On burn day, the Contractor may be required to perform minor site preparation activities prior to ignition, this may include removing freshly fallen branches, raking fire lines, blowing leaves, etc. These tasks shall be included in the PROFESSIONAL PRESCRIBED BURN pay item.

PRESCRIBED BURNING

The prescribed burn shall be run by the Burn Boss and executed in accordance with the prescription. Unless otherwise stated in the Special Provision, the Contractor shall conduct all prescribed burn related tasks, including but not limited to notifications, deployment of signage, fire break touch-up, primary and secondary ignitions, fire line maintenance, pump operations, tree/hazard felling, and spotting management.

SMOKE MANAGEMENT

Smoke management is critical to the safety of travelers and is a priority for the Department.

Prescriptions shall be written to include the complete avoidance of smoke entering Interstate routes and with the goal for avoidance or extreme minimization of smoke entering non-interstate roadways.

Smoke management plans shall be documented by the Burn Boss in the prescription, all burn crew members shall be briefed on the smoke management plan and shall be instructed/reminded at the pre-burn meeting on their responsibilities and chain of command regarding the identification of un-planned smoke issues.

Contractor shall designate a minimum of one (1) staff member as a Smoke Monitor. The Smoke Monitor shall:

- Not be on the fire line
- Be in constant communication with the Burn Boss through 2-way radio
- Have access to hands-free GIS/GPS maps programs in order to navigate to potential areas of un-planned smoke impacts
- Have access to a standard road vehicle (car or truck) equipped with appropriate roadway safety equipment (strobe lights, reflectors, etc.) so that they can investigate potential un-planned off-site smoke impacts and provide impromptu traffic warning as needed
- Have additional roadside visibility materials that can be set-up if un-planned smoke impacts are identified

POST-BURN MOP-UP

The Contractor shall mop-up all burning material to black after the main fire has passed, including but not limited to scouting for burning snags and other hazards near the fire lines and burn breaks, felling or limbing burning trees, and extinguishing other burning materials near the fire line.

Mop-up operations shall be continued until the Burn Boss and Engineer determine that the site is safely contained, meaning that all flaming and smoldering material included within one-hundred feet (100') of the burn site perimeter are extinguished, cut down, and soaked to minimize or eliminate the risk of escape beyond the fire lines.

The Burn Boss and all Burn Crew Members shall be available to return to the burn site within two (2) hours of being called for up to twenty-four (24) hours following the completion of mop-up operations if needed to extinguish burning or smoldering materials.

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 acres effectively burned on site as determined by the Engineer. Contractors shall not be compensated for travel time to sites.

Prescribed burns that are executed within the parameters of the approved prescription with concurrence by the Engineer, shall result in all planned acreage being paid to the Contractor. Burned areas that show less than 50% black following a burn may be deducted if the Engineer determines the results are due to Contractor error or exclusion. Percent black shall be measured in aerial coverage of un-burned vegetation as determined by the Engineer using ocular assessment.

The Contractor shall not be compensated for re-deployments concerning additional mop-up operations or call-backs to the site.

If the Contractor mobilizes for a prescribed burn and it is cancelled due to weather and/or site conditions after the Contractor's staff has arrived on site, the Contractor may be authorized to conduct PRAIRIE WEED CONTROL work in leu of PROFESSIONAL PRESCRIBED BURN work as determined by the Engineer. For this alternative work to be authorized, the Contractor's mobilized Burn Crew members must meet the minimum qualifications for staff and have all required equipment on-site as specified in the PRAIRIE WEED CONTROL Special Provision. PRAIRIE WEED CONTROL work may be conducted at the prescribed burn site or at one of the other sites listed in the plans as determined by the Engineer.

Basis of Payment

This work will be paid for at the PROFESSIONAL PRESCRIBED BURN contract unit price per ACRE.

Authorized PRAIRIE WEED CONTROL work performed in leu of mobilized and canceled PROFESSIONAL PRESCRIBED BURN work will be paid for at the PRAIRIE WEED CONTROL contract unit price per ACRE.

APPENDIX A – GLOSSERY OF TERMS USED IN THIS SPECIAL PROVISION

Aerial coverage: The vegetation covering the ground surface above the ground surface; including all leaves, stems, flower parts, etc. Aerial coverage can be visualized by considering a bird's-eye view of the vegetation.

Black: A term referring to the condition of an area after the burn is complete, typically a black area has no remaining unburned material or natural fuels. A black area may contain small pithy stems or life woody stems that are not considered highly burnable natural fuels.

Burn Break: An area devoid of fuel used as a boundary to a burn unit or an area used to stop a burn. Burn breaks may be naturally occurring, such as a stream; or they may be manmade, such as a fire line. See also "Fire Line".

Burn Plan: See "Prescription".

Burn Unit: The physical area(s) within a project site being burned. A single burn site may be divided into several burn units as determined by the prescription.

Desirable Deadwood: Dead standing trees or brush piles that are in place to provide wildlife habitat.

Desirable Woody Vegetation: Trees, shrubs, or vines that are native and are identified as vegetation to be protected from fire damage.

Fire Line: The part of a containment or control line that is scraped or dug to mineral soil (NWCG). Sometimes referred to as a “Burn Break”.

Fire-Negative Species: Plant species that are easily damaged by fire.

Fire-Positive Species: Plant species that are tolerant of fire or species that may be dependent on fire disturbance.

Ignition: The purposeful act of starting a fire.

Invasive Species: An undesirable species of plant or animal, often non-native, that competes with desirable, native plants and animals for light, space, water, food, and nutrients. An invasive species, left untreated, will destroy the integrity of an ecosystem, and will often become the only plant or animal inhabiting a particular landscape.

Mop-Up: Extinguishing or removing burning material near control lines, felling snags, and trenching logs to prevent rolling after an area has burned, to make a fire safe, or to reduce residual smoke (NWCG).

Native Species: 1) an indigenous species that is normally found as part of a particular ecosystem; 2) a species that was present in a defined North American area prior to European settlement.

NWCG: Acronym for “National Wildfire Coordinating Group”, a multi-government organization that provides national leadership to enable interoperable wildland fire operations among federal, state, local, Tribal and territorial partners including the establishment of standards in training, qualifications, and operations regarding wildland fire management.

Ocular Assessment: The act of making a professional judgment about something based on what is physically seen by the observer’s eyes.

Prescribed Burning: The planned application of fire to naturally occurring vegetative fuels under specified environmental conditions and following appropriate precautionary measures, which causes the fire to be confined to a predetermined area and accomplish the planned land management objectives (525 ILCS 37/10a).

Prescription: A written plan for conduction a prescribed burn (525 ILCS 37/10c), also commonly referred to as a “burn plan”.

Snag: A standing dead tree or part of a dead tree from which at least the leaves and smaller branches have fallen (NWCG).

Spotting: Behavior of a fire producing sparks or embers that are carried by the wind and which start new fires beyond the zone of direct ignition by the main fire (NWCG).

Targeted Woody Plant Material: Living trees, shrubs, or vines that are unwanted and are a target for being controlled through the infliction of fire damage.

Weather Kit: A portable kit with tools designed to quickly determine on-site weather conditions related to burning. At a minimum an acceptable weather kit includes a wind meter that measures up to 60 mph, a compass graduated at 0-360 degrees, sling psychrometer (wet bulb thermometer), psychrometer slide rule, water bottle for wet bulb, notebook, and mechanical pencil.

CONTRACTOR QUALIFICATION FORMS

VENDOR DOCUMENTATION OF PRAIRIE WEED CONTROL EXPERIENCE (Pay Item K0026852)

- Must meet requirements given in the special provisions for this project.
- At least one reference project must be from a time period that will demonstrate the 5 years experience required.
- At least one reference project must be from a time period that will demonstrate the 2 years experience working in sensitive areas required.
- Reference projects must be from sites with a natural community with endangered and threatened species, natural areas included on the Illinois Natural Areas Inventory (INAI) for high floristic quality, dedicated Nature Preserves, or registered Land and Water Reserves.

Vendor Name: _____

	<u>PROJECT 1</u>	<u>PROJECT 2</u>	<u>PROJECT 3</u>	<u>PROJECT 4</u>
Project Name and Location				
Reference Name and Phone Number or Email Address				
Native Plant Community Type (e.g. prairie, wetland, forest, etc.)				
Land Use Type (e.g. Nature Preserve, State Park, CRP, municipal park, NWR, etc.)				
Approximate Acreage				
Type of Work Completed				
Date Completed				

VENDOR DOCUMENTATION OF PROFESSIONAL PRESCRIBED BURN EXPERIENCE (Pay Item X2600050)

- **Must meet requirements given in the special provisions for this project.**
- **At least one reference project must be from a time period that will demonstrate the 5 years experience required.**

Vendor Name: _____

	<u>PROJECT 1</u>	<u>PROJECT 2</u>	<u>PROJECT 3</u>	<u>PROJECT 4</u>
Project Name and Location				
Reference Name and Phone Number or Email Address				
Native Plant Community Type (e.g. prairie, wetland, forest, etc.)				
Approximate Acreage				
Date Completed				

DOCUMENTATION OF VENDOR'S ONSITE STAFF EXPERIENCE – PRAIRIE WEED CONTROL	
<ul style="list-style-type: none"> - Must meet requirements given in the special provisions for this project. - Copies of training records, certifications, etc. that document the Vendor's staff experience required for this project shall be submitted with this form. 	
VENDOR NAME:	
STAFF POSTION: PROJECT MANAGER	
Name:	
Start Date:	
Education:	School Name:
	Graduation Year:
	Applicable Degree:
Years of Experience (Midwest Systems):	# of Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
Years of Field Experience (Ecosystem Restoration):	# of Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
Pesticide Commercial License:	General Standards: <input type="checkbox"/> YES <input type="checkbox"/> NO
	Rights-of-Way Category: <input type="checkbox"/> YES <input type="checkbox"/> NO
	Aquatics Category: <input type="checkbox"/> YES <input type="checkbox"/> NO
Will this staff member also fill the Crew Supervisor role?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this staff member also fill a Crew Member role?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Information:	

DOCUMENTATION OF VENDOR'S ONSITE STAFF EXPERIENCE – PRAIRIE WEED CONTROL	
<ul style="list-style-type: none"> - Must meet requirements given in the special provisions for this project. - Copies of training records, certifications, etc. that document the Vendor's staff experience required for this project shall be submitted with this form. 	
VENDOR NAME:	
STAFF POSITION: CREW SUPERVISOR	
Name:	
Start Date:	
Years of Experience (Ecosystem Restoration):	# of Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
Years of Field Experience (Illinois Natural Areas):	# of Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
Pesticide Commercial License:	General Standards: <input type="checkbox"/> YES <input type="checkbox"/> NO
	Rights-of-Way Category: <input type="checkbox"/> YES <input type="checkbox"/> NO
	Aquatics Category: <input type="checkbox"/> YES <input type="checkbox"/> NO
Will this staff member also fill a Crew Member role?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Information:	

DOCUMENTATION OF VENDOR'S ONSITE STAFF EXPERIENCE – PRAIRIE WEED CONTROL	
<ul style="list-style-type: none"> - Must meet requirements given in the special provisions for this project. - Copies of training records, certifications, etc. that document the Vendor's staff experience required for this project shall be submitted with this form. 	
VENDOR NAME:	
STAFF POSITION: CREW MEMBER	
Name:	
Start Date:	
Years of Experience (Ecosystem Restoration):	# of Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
Years of Field Experience (Illinois Natural Areas):	# of Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
Pesticide Commercial License:	General Standards: <input type="checkbox"/> YES <input type="checkbox"/> NO
	Rights-of-Way Category: <input type="checkbox"/> YES <input type="checkbox"/> NO
	Aquatics Category: <input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Information:	

DOCUMENTATION OF VENDOR'S ONSITE STAFF EXPERIENCE – PROFESSIONAL PRESCRIBED FIRE <ul style="list-style-type: none"> - Must meet requirements given in the special provisions for this project. - Copies of training records, certifications, etc. that document the Vendor's staff experience required for this project shall be submitted with this form. - At least one reference project must be from a time period that will demonstrate the 3 years of experience required working for the vendor. 	
VENDOR NAME:	
STAFF POSTION: BURN BOSS	
Name:	
Start Date:	
Years of Experience (Prescribed Burning):	# of Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
	Reference Project 3 (Name/Location/Date Completed):
	Reference Project 4 (Name/Location/Date Completed):
State of Illinois Certified Prescribed Burn Manager?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Information:	

DOCUMENTATION OF VENDOR'S ONSITE STAFF EXPERIENCE – PROFESSIONAL PRESCRIBED FIRE - Must meet requirements given in the special provisions for this project. - Copies of training records, certifications, etc. that document the Vendor's staff experience required for this project shall be submitted with this form.	
VENDOR NAME:	
STAFF POSITION: BURN CREW MEMBER	
Name:	
Start Date:	
Prescribed Burning Experience (Working a Burn Line):	# Total Years Experience:
	Reference Project 1 (Name/Location/Date Completed):
	Reference Project 2 (Name/Location/Date Completed):
	Reference Project 3 (Name/Location/Date Completed):
Burn Training:	NWCG S-130: <input type="checkbox"/> YES <input type="checkbox"/> NO
	NWCG S-190: <input type="checkbox"/> YES <input type="checkbox"/> NO
	IPFC Approved Program: <input type="checkbox"/> YES <input type="checkbox"/> NO
Additional Information:	

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL1001”

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

- (6) When any condition over which the Contractor has no control prevents work on the controlling item.”

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: March 2, 2019

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

(DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other

factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

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

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

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

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE

shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

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

for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

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. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

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.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

“669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSMDR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

“**669.07 Temporary Staging.** Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option.”

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

“The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCs GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory.”

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

“Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04.”

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revised: April 2, 2024

Revise Article 701.02(d) of the Standard Specifications to read:

“(d) Pavement Marking Tapes (Note 3)1095.06”

Add the following Note to the end of Article 701.02 of the Standard Specifications:

“Note 3. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 703.02(c) of the Standard Specifications to read:

“(c) Pavement Marking Tapes (Note 1)1095.06”

Add the following Note to the end of Article 703.02 of the Standard Specifications:

“Note 1. White or yellow pavement marking tape that is to remain in place longer than 14 days shall be Type IV tape.”

Revise Article 1095.06 of the Standard Specifications to read:

1095.06 Pavement Marking Tapes. Type I white or yellow marking tape shall consist of glass spheres embedded into a binder on a foil backing that is precoated with a pressure sensitive adhesive. The spheres shall be of uniform gradation and distributed evenly over the surface of the tape.

Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive.

(a) Color. The white and yellow markings shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, R_L , shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, R_L , Dry					
Type I			Type IV		
Observation Angle	White	Yellow	Observation Angle	White	Yellow
0.2°	2700	2400	0.2°	1300	1200
0.5°	2250	2000	0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial R_L	
Color	R_L 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV and blackout markings shall provide a minimum skid resistance of 45 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.
- (e) Durability. Type IV and blackout tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide a manufacturer's certification that the material meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.

- (1) Time in place - 400 days
- (2) ADT per lane - 9,000 (28 percent trucks)
- (3) Axle hits - 10,000,000 minimum

Samples of the material applied to standard specimen plates will be measured for thickness and tested for durability in accordance with ASTM D 4060, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria showing no significant change in color after being tested for the number of cycles indicated.

Test	Type I	Type IV	Blackout
Minimum Initial Thickness, mils (mm)	20 (0.51)	65 (1.65) ^{1/} 20 (0.51) ^{2/}	65 (1.65) ^{1/} 20 (0.51) ^{2/}
Durability (cycles)	5,000	1,500	1,500

- 1/ Measured at the thickest point of the patterned surface.
- 2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.

(f) Sampling and Inspection.

- (1) Sample. Prior to approval and use of Type IV pavement marking tape, the manufacturer shall submit a notarized certification from an independent laboratory, together with the results of all tests, stating that the material meets the requirements as set forth herein. The independent laboratory test report shall state the lot tested, the manufacturer's name, and the date of manufacture.

After initial approval by the Department, samples and certification by the manufacturer shall be submitted for each subsequent batch of Type IV tape used. The manufacturer shall submit a certification stating that the material meets the requirements as set forth herein and is essentially identical to the material sent for qualification. The certification shall state the lot tested, the manufacturer's name, and the date of manufacture.

- (2) Inspection. The Contractor shall provide a manufacturer's certification to the Engineer stating the material meets all requirements of this specification. All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and shall be submitted to the Engineer of Materials, 126 East Ash Street, Springfield, Illinois 62704-4766 at least 30 days in advance of the pavement marking operations."

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 2, 2023

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, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee’s social security number). 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 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.

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 Supports1106.02”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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