

If you plan to submit a bid directly to the Department of Transportation

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors downloading and/or ordering CD-ROM's and are wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) and the ORIGINAL, signed and notarized, "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID? When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

ADDENDA AND REVISIONS: It is the contractor's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum will be placed with the contract number. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT is not responsible for any e-mail related failures.

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or garmantr@dot.il.gov.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806
Mailing of plans and proposals	(217)782-7806
Electronic plans and proposals	(217)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the addendum and/or revision prior to submitting their bid. Failure by the bidder to include an addendum could result in a bid being rejected as irregular.

1W

Proposal Submitted By
Name
Address
City

Letting March 10, 2006

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

NOTICE TO PROSPECTIVE BIDDERS
 This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
 (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department of Transportation
Springfield, Illinois 62764



ILLINOIS DEPARTMENT OF NATURAL RESOURCES
Office of Water Resources

**Multi-Purpose Dam Project – Phase 1 -
Stepped Spillway and Auxiliary Improvements
Yorkville Dam – Fox River
Yorkville, Illinois
Kendall County FR- 422**

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Prepared by _____ S

Checked by _____

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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Mailing of CD-ROMS	217/782-7806

BID RETURN WITH



ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

PROPOSAL

TO THE DEPARTMENT OF NATURAL RESOURCES

1. Proposal of _____

for the improvement identified and advertised for bids in the Invitation for Bids as:

**1W Multi-Purpose Dam Project – Phase 1 -
Stepped Spillway and Auxiliary Improvements
Yorkville Dam – Fox River
Yorkville, Illinois Kendall County FR- 422**

The improvement consists of constructing temporary cofferdams, a reinforced concrete stepped spillway on approximately 410 feet of the existing concrete ogee dam, a riprap lined bypass ramp on the remainder of the existing dam, a new reinforced concrete south dam abutment, a Denil Fishway structure, riprap erosion protection and all appurtenant work as necessary to complete the project at the Yorkville Dam on the Fox River in Yorkville, Illinois located approximately 970 feet upstream of the Route 47 bridge.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Natural Resources and the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Natural Resources, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to \$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to \$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to \$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to \$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to \$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to \$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to \$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to \$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to \$2,000,000	\$75,000	over		\$35,000,000	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _____ \$(_____). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

MULTI-PURPOSE DAM PROJECT - PHASE I -
 STEPPED SPILLWAY AND AUXILIARY IMPROVEMENTS
 YORKVILLE DAM - FOX RIVER
 YORKVILLE, ILLINOIS
 KENDALL COUNTY
 FR-422

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
1	Tree Removal (6 to 15 units diameter)	unit	114				
2	Tree Removal, Acres	acre	0.40				
3	Temporary Fence	foot	603				
4	Tree Trunk Protection	each	4				
5	Earth Excavation	cu yd	2,648				
6	Rock Excavation	cu yd	118				
7	Removal and Disposal of Unsuitable Material	cu yd	2,600				
8	Sub-base Granular Material, Type A	cu yd	2				
9	Porous Granular Embankment	cu yd	112				
10	Non-porous Granular Embankment	cu yd	485				
11	Geotechnical Fabric for Ground Stabilization	sq yd	37				
12	Seeding, Class 4B (Modified)	acre	0.01				
13	Erosion Control Blanket	sq yd	51				
14	Temporary Erosion Control Seeding	pound	142				
15	Stone Riprap, Class A4 (Special)	ton	396				

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
16	Stone Riprap, Class A5 (Special)	ton	402				
17	Stone Riprap, Class A6 (Special)	ton	495				
18	Stone Riprap, Class A7 (Special)	ton	895				
19	Riprap, Special	cu yd	225				
20	Riprap for Stilling Basin	ton	1,361				
21	Concrete Removal	cu yd	64.3				
22	Structure Excavation	cu yd	1,760				
23	Concrete Structures	cu yd	1,946.1				
24	Reinforcement Bars, Epoxy Coated	pound	227,670				
25	Name Plates	each	1				
26	Precast Concrete Box Culvert 5' x 3'	foot	5				
27	Cast Iron Soil Pipe 4"	foot	8				
28	Bridge Seat Sealer	sq ft	23				
29	Concrete Headwall for Pipe Drains	each	1				

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 FR-422

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
30	Chain Link Fence, 6'	foot	102				
31	Chain Link Gates, 6' x 20' double	each	1				
32	Mobilization	l sum	1				
33	Conduit Embedded in Structure, 2" dia., galvanized steel	foot	30				
34	Conduit Embedded in Structure, 2" dia., PVC	foot	43				
35	Sediment Control, Silt Fence	foot	1,216				
36	Sediment Control, Silt Fence Maintenance	foot	365				
37	Relocate Sign Panel and Post	each	5				
38	Construction Staking	l sum	1				
39	Grouted Boulders	cu yd	257				
40	Temporary Cofferdam System	l sum	1				
41	Seeding, Mulching and Fertilizing	acre	1.42				

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 YORKVILLE DAM - FOX RIVER
 YORKVILLE, ILLINOIS
 KENDALL COUNTY
 FR-422

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
42	Galvanized Welded Steel Bar Grating	sq ft	820				
43	Stainless Steel Debris Grate	each	1				
44	Aluminum Baffles and Guides	each	24				
45	Ductile Iron Pipe Protection System	l sum	1				
46	Ductile Iron Gage Pipe Extension	l sum	1				
47	Stone Face Finish	sq ft	2,905				
48	Articulated Block Revetment Mat	sq yd	37				
				TOTAL PROPOSAL			

NOTE:

1. Each pay item should have a unit price and a total price.
2. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid will be declared unacceptable if neither a unit price nor a total is shown.

RETURN WITH BID

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,691.00. Sixty percent of the salary is \$90,414.60.

RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. The Contractor certifies that it is not barred from being awarded a contract or subcontract under Section 50 of the Illinois Procurement Code (30 ILCS 500/50).

C. BRIBERY

1. The Illinois Procurement Code provides:

Section 50-5. Bribery

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and;

(1) the business has been finally adjudicated not guilty or;

(2) the business demonstrates to the government entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50-5.

D. BID-RIGGING/BID-ROTATING

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or an similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the government entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or an similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the government entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. The Contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/1) (a partnership shall be considered barred if any partner is in default on an educational loan).

F. The Contractor is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).

G. Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: _____

Taxpayer Identification Number:

Social Security Account Number _____

or

Federal Employer Identification Number _____

(If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.)

Legal Status (Check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Owner of Sole Proprietorship | <input type="checkbox"/> Nonresident alien individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or legal trust |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility | <input type="checkbox"/> Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care service | |

H. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1) for contracts and grants effective January 1, 1992. The Drug Free Workplace Act requires that no grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that the grantee or Contractor will provide a drug free workplace and that individuals must not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

INDIVIDUALS: If Contractor is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of more than \$5,000.

- I. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department of Central Management Services does not unlawfully discriminate in employment, contracts, or any other activity.

Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned contractor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

- J. Contractor certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code. Contractor acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

K. APPRENTICESHIP AND TRAINING CERTIFICATION (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

- L. RETENTION OF RECORDS:** The Contractor or subcontractor shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. The books and records shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. However, the 3-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records shall be available for review and audit by the Auditor General and the purchasing agency. The Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which required books and records are not available. (30 ILCS 500/20-65).
- M. SEXUAL HARASSMENT:** Pursuant to 775 ILCS 5/2-105(A)(4), contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- N.** For contracts exceeding \$10,000, the Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- O.** Contractor shall notify the Department's Ethics Officer if Contractor solicits or intends to solicit for employment any of the Department's employees during any part of the procurement process or during the term of the contract.
- P. WAGES OF LABORERS, MECHANICS AND OTHER WORKMEN:** If applicable, the Contractor shall be required to observe and comply with provisions of the "Prevailing Wage Act," 820 ILCS 130/1 *et seq.*, which applies to the wages of laborers, mechanics and other workers employed in any public works.
- Q.** The Contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if he knows or should know that he, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if he, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract null and void if this certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- R.** The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- S.** The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, 815 ILCS 5/1 *et seq.*, for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
- T.** The Contractor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552).
- U.** The contractor certifies in accordance with 30 ILCS 500/50-14 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.
- V.** The Contractor certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials or supplies furnished to the State under the contract have been produced in whole or part by the labor of any child under the age of 12.
- W. ADDENDA**

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

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The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: _____

TITLE: _____

DHR Public Contract Number*: _____

(*) Department of Human Rights Public Contract Number.
Each Contractor having 15 or more employees must have a current Public Contract number or have proof of having submitted a completed application for one. Application forms may be obtained by contacting the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted to the Department of Human Rights. Contractors with less than 15 employees may indicate "not applicable".

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,414.60? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,414.60 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,414.60? YES ___ NO ___

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the **NOT APPLICABLE STATEMENT** on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the **NOT APPLICABLE STATEMENT** on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,414.60 (60% of the Governor's salary). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)	
NAME:	_____
ADDRESS	_____
Type of ownership/distributable income share:	
stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):	
% or \$ value of ownership/distributable income share:	_____

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
Yes ___ No ___

If your answer is yes, please answer each of the following questions.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,414.60, (60% of the Governor's salary) provide the name the State agency for which you are employed and your annual salary. _____

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3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,414.60, (60% of the Governor's salary) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,414.60, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes ___ No ___

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,414.60, (60 % of the Governor's salary as of 7/1/01) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,414.60, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,414.60, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes ___ No ___

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(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

Completed by: _____
Signature of Individual or Authorized Representative _____ Date _____

NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative _____ Date _____

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ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Other Contracts &
Procurement Related Information
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No ___

If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation on behalf of the Illinois Department of Natural Resources:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Natural Resources shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Natural Resources shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Natural Resources with respect to these requirements.

PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) _____ persons will be directly employed by the prime contractor and that (number) _____ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

 Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: _____ Title: _____ Date: _____

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
 - Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
 - Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

Multi-Purpose Dam Project – Phase 1 -
Stepped Spillway and Auxiliary Improvements
Yorkville Dam – Fox River
Yorkville, Illinois
Kendall County FR- 422

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL)

Firm Name _____

Signature of Owner _____

Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____

By _____

Business Address _____

Name and Address of All Members of the Firm:

(IF A CORPORATION)

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Corporate Name _____

By _____ Signature of Authorized Representative

Typed or printed name and title of Authorized Representative _____

Attest _____ Signature

Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____

By _____ Signature of Authorized Representative

Typed or printed name and title of Authorized Representative _____

Attest _____ Signature

Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.



ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

RETURN WITH BID

**Multi-Purpose Dam Project – Phase 1 -
Stepped Spillway and Auxiliary Improvements
Yorkville Dam – Fox River
Yorkville, Illinois Kendall County FR- 422**

Item No. 1W
Letting Date March 10, 2006

Proposal Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

as SURETY, are

held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 5 on page 3 of the proposal, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, Department of Natural Resources, Office of Water Resources (DNR), accepting proposals through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the DNR shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the DNR; and if, after award by the DNR, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the DNR the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the DNR may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the DNR determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the STATE OF ILLINOIS, Department of Natural Resources, Office of Water Resources, within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the DNR may bring an action to collect the amount owed. Surety is liable to the DNR for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D., _____.

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said County, do hereby certify that _____ and _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D. _____.

My commission expires _____
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID#

Company/Bidder Name

Signature and Title

(Rev. 2004)

PROPOSAL ENVELOPE



Illinois Department
of Transportation

PROPOSALS

for construction work advertised for bids by the
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

**Multi-Purpose Dam Project – Phase 1 -
Stepped Spillway and Auxiliary Improvements
Yorkville Dam – Fox River
Yorkville, Illinois
Kendall County FR- 422**



ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

DISADVANTAGED BUSINESS POLICY

I. NOTICE

This proposal contains the special provision entitled "Required Disadvantaged Business Participation." Inclusion of this Special Provision in this contract satisfies the obligations of the Illinois Department of Natural Resources (DNR) under the Illinois "Business Enterprise for Minorities, Females, and Persons with Disabilities Act."

II. POLICY

It is public policy that the businesses defined in the above act shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State or Federal funds. Consequently, the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act apply to this contract.

III. OBLIGATION

The Contractor agrees to ensure that the businesses defined in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act have the maximum opportunity to participate in the performance of this contract. In this regard, the Contractor shall take all necessary and reasonable steps, in accordance with this Act, to ensure that the said businesses have the maximum opportunity to compete for and perform portions of this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

On contracts where a loan has been obtained through the DBE/WBE Contractor Finance Program, the Contractor shall cooperate with the DNR by means of a two-payee check payable to the Lender (Bank) and the Borrower (DBE/WBE Contractor).

V. BREACH OF CONTRACT

Failure to carry out the requirements set forth above and in the Special Provision shall constitute a breach of contract and may result in termination of the contract or liquidated damages as provided in the special provision.



ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation for the Department of Natural Resources at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 10, 2006. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.

2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

1W **Multi-Purpose Dam Project – Phase 1 -
Stepped Spillway and Auxiliary Improvements
Yorkville Dam – Fox River
Yorkville, Illinois Kendall County FR- 422**

The improvement consists of constructing temporary cofferdams, a reinforced concrete stepped spillway on approximately 410 feet of the existing concrete ogee dam, a riprap lined bypass ramp on the remainder of the existing dam, a new reinforced concrete south dam abutment, a Denil Fishway structure, riprap erosion protection and all appurtenant work as necessary to complete the project at the Yorkville Dam on the Fox River in Yorkville, Illinois located approximately 970 feet upstream of the Route 47 bridge.

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 Illinois Department of Transportation and the Illinois Department of Natural Resources 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 Illinois Department of Natural Resources 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 Natural Resources

Sam Flood, Acting Director

BD 351 (Rev. 01/2003)

STATE OF ILLINOIS
STANDARD SPECIFICATIONS

The "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department, January 1, 2002; as amended and supplemented by the "Supplemental Specifications and Recurring Special Provisions," adopted March 1, 2005 (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this Contract for the Rockdale Drainage Repairs, Rockdale, Illinois, Will County, FR-424. (The Standard Specifications can be purchased from the Illinois Department of Transportation.)

SPECIAL PROVISIONS

The following Special Provisions supplement the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," 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 the Rockdale Drainage Repairs project, and in the case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DEFINITION OF TERMS

Wherever the word "Engineer" is used, it shall mean the Director of the Office of Water Resources of the Department of Natural Resources of the State of Illinois; or his authorized representative limited by the particular duties entrusted to him, nominally the Manager of the Division of Project Implementation or his delegated representative.

In the application of the Standard Specifications to this Contract, references to the Department of Transportation shall be interpreted to mean the Department of Natural Resources; except that references to the Department of Transportation within Section 102 - Advertisement, Bidding, Award, and Contract Execution, and references to Department publications - shall continue to mean the Department of Transportation. References to the Division of Highways shall be interpreted to mean the Department of Natural Resources; Office of Water Resources; Division of Project Implementation.

Wherever the words "Right of Way" are used, it shall mean a general term denoting land, property, or interest therein, usually a strip, acquired for or devoted to water resource projects.

Wherever the words "Central Bureau of Construction" or "District Office" are used, it shall mean the Department of Natural Resources, Office of Water Resources, Division of Project Implementation.

The advertising for Bids, Prequalification of Bidders, Issuance of Proposals, Proposal Guarantee, and Acceptance and Opening of Bids shall be in accordance with the policies and procedures of the Illinois Department of Transportation. Proposals, Schedule of Prices, Signature Sheet and other bidding or contract requirements as utilized by the Department of Natural Resources; Office of Water Resources; Division of Project Implementation shall apply to this contract.

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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

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FOR
RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS

Adopted March 1, 2005

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

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF WATER RESOURCES
CONTRACT NO. FR - 422
CONSTRUCTION SPECIFICATIONS

WORK TO BE DONE

The work of this contract consists of furnishing all labor, services, equipment, supplies and incidentals of every kind necessary for constructing: temporary cofferdams, a reinforced concrete stepped spillway on approximately 410 feet of the existing concrete ogee dam, a riprap lined bypass ramp on the remainder of the existing dam, a new reinforced concrete south dam abutment, a Denil Fishway structure, riprap erosion protection together with all appurtenant work required to complete the project in accordance with the plans, specifications, special provisions, and as directed by the Engineer.

LOCATION

The proposed improvement is located in Section 33 in Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois. The project is at the Yorkville Dam on the Fox River in Yorkville, Illinois and is located approximately 970 feet upstream of the Route 47 bridge.

PLANS AND DRAWINGS

The work to be done is shown on the drawings entitled "Multi-Purpose Dam Project – Phase 1 - Stepped Spillway and Auxiliary Improvements, Yorkville Dam – Fox River, Yorkville, Illinois Kendall County, FR- 422"

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SPECIAL PROVISION

REQUIRED DISADVANTAGED BUSINESS PARTICIPATION

I. DEFINITIONS

This Special Provision is inserted in each contract which contains a Disadvantaged Business Enterprise (DBE) Utilization Goal as required by Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, implemented by Subpart D of 49 CFR Part 23; and as required by the Illinois "Business Enterprise for Minorities, Females, and Persons with Disabilities Act." For the purpose of this Special Provision, the following definitions apply:

- A. "Disadvantaged Business is a small business concern which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged owners.
- B. "Disadvantaged Business Joint Venture" means an association of two or more businesses formed to carry out a single business enterprise for which they combine their property, capital, efforts, skills and knowledge. At least one of the partners in the venture must be a certified entity.

II. BIDDING CONSENT AND CONTRACT ASSURANCE

By submission of a bid, the bidder agrees to follow and consents to the terms of this Special Provision. In addition, the bidder assures that in consideration of the award of this contract that no less than 3.0 per centum of the awarded contract value of this contract shall be performed by one or more Disadvantaged Businesses. The bidder further agrees that it shall not discriminate on the basis of race, color, national origin or sex in the selection of subcontractors to meet this goal.

III. BIDDING PROCEDURE

- A. Compliance with this Special Provision shall be by use of businesses certified by the Illinois Department of Transportation as Disadvantaged Businesses. The Disadvantaged Businesses may perform work as subcontractors or as joint venturers with the contractor. Joint Ventures will be approved for use under this provision if at least one of the disadvantaged partners in the joint venture is a certified Disadvantaged Business; is responsible for a clearly-defined portion of the work that is at least equal to the percentage goal of this special provision; and shares in the ownership, control, management, risks, and profits of the joint venture. In order for joint venture approval to be timely provided, the proposed joint venture must submit a joint venture agreement no later than seven (7) working days after the letting date. This requirement is in addition to any other requirements for joint venture approval or DBE credit. Joint venture subcontracts between DBE and non-DBE firms shall not be employed to effect compliance.

The Department of Transportation maintains a list of certified disadvantaged and woman-owned contractors, vendors and suppliers for the purpose of providing a reference source to assist any bidder in meeting the requirements of this Special Provision. Generally, the bidder may rely upon the Disadvantaged Businesses Enterprises Directory and current Addendum to determine certified firms. However, changes can occur in a firm's certification eligibility between issuance of the DBE Directory or Addendum thereto and the letting date. Only those firms certified as of the letting date may be listed on or included in the DBE Utilization Plan submitted pursuant to Section III. B. of this Special Provision. The Illinois Department of Natural Resources (DNR) reserves the right to compel the replacement of a business which is not certified as of the letting date. If that should occur, and the low bidder submits as part of his/her DBE Utilization Plan a firm that is no longer certified, the low bidder will be given the opportunity to replace that firm and submit a revised Plan.

- B. Compliance with the bidding procedure of the Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply with render the bid nonresponsive. In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on the Illinois Department of Transportation form SBE 2026 with seven (7) working days after the date of the letting. To meet the seven (7) day requirement, the contractor may send the Plan by certified mail within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service. It is the responsibility of the as-read low bidder to ensure that the postmark is affixed within the seven (7) working days if the Contractor intends to rely upon mailing to satisfy the submission day requirement. The Plan is to be submitted to the following address:

Illinois Department of Natural Resources, Office of Water Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
Attention: Manager, Division of Project Implementation

The DNR will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the DNR reserves the right to invite any other bidder to submit a Utilization Plan for award consideration.

- C. The Utilization Plan shall indicate that the bidder will meet the contract goal or will seek a waiver or modification of the goal by demonstrating a good faith effort to meet the goal.
- D. The Utilization Plan must tender to the DNR a DBE Participation Statement for each Disadvantaged Business proposed for use in achieving the goal on the Illinois Department of Transportation form SBE 2025. The signatures on these forms must be original signatures. All elements of information indicated on said form shall be provided, including but not limited to the following:
1. Identification of the Disadvantaged Businesses to be used:
 2. The work to be done by each Disadvantaged Business identified by item number:

3. The price to be paid to each Disadvantaged Business for the identified work specifically stating:
 - a) the contract pay item(s),
 - b) the quantity, unit price and total for the work to be completed by the certified entity, and
 - c) where partial pay items are to be performed by the certified entity, indicate the portion of each item and the subcontract dollar amount;
4. A statement signed by the bidder and each of the Disadvantaged Businesses evidencing availability and use on the project; and
5. If the bidder is a joint venture comprised of disadvantaged firms and nondisadvantaged firms, the plan must also include a clear identification of the portion of the work to be performed by the disadvantaged partner(s).

E. The Utilization Plan will be approved by the DNR if the Plan meets the goal of the contract established in Paragraph II. A. The contract shall not be awarded until the Utilization Plan submitted by the bidder is approved. If the Utilization Plan is not approved or is deficient in a technical matter, the bidder will be notified and will be allowed no less than five (5) working day period in order to cure the deficiency. The bidder may count toward its goal only expenditures, indicated on the Participation Statements, to certified businesses that will perform a commercially useful function in the work of the contract. A business shall be considered to perform a commercially useful function only when it is responsible for execution of a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved.

In accordance with 49 CFR Part 23.47, goal credit for participation may be counted in one or more of the following ways:

1. DBE prime contractor or joint venture (100 percent goal credit for the DBE's portion of the work).
2. DBE subcontractor (100 percent goal credit).
3. Equipment rental from a DBE firm (100 percent goal credit).
4. Purchase of material from a DBE supplier, fabricator or manufacturer:
 - a) 60 percent goal credit for materials and supplies purchased from a DBE regular dealer.
 - b) 100 percent goal credit for material purchased from a DBE manufacturer.
 - c) 100 percent goal credit for material purchased from a DBE fabricator or a DBE supplier who substantially alters or changes a material before resale to a contractor.

5. Other expenditures made to DBE firms subject to DNR approval.
- F. If the bidder is unable to meet the contract goals, and has requested a modification or waiver of the Disadvantaged Business goal, as indicated on Illinois Department of Transportation form SBE 2026, the waiver request must include the following elements:
1. All information indicating why the contract goal should be modified or waived,
 2. Evidence of Disadvantaged Businesses contacted. The following information must be submitted in order to document initial and follow-up contact:
 - a) An Initial Bid Solicitation List, indicating the names of the firms contacted, date of contact, method of contact, i.e., letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received, and summary of the response. The solicitations shall contain at least the project identification, project location, types of work for which quotations are sought and the date, time and place quotations are due.
 - b) A Certificate of Contact, certifying that the information provided on the Initial Bid Solicitation List is true and accurate.
 - c) Copies of all contact letters, if the bidder contacts DBE firms by letter. The letter must clearly encourage participation and specifically define the types of work for which bids are being sought.
 - d) A Follow-up Telephone Log, which indicates follow-up telephone contact after all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.
 3. All evidence of good faith efforts made by the bidder, both prior to and after the letting, to secure the ready, willing, able and certified Disadvantaged Businesses necessary to meet the contract goals. See paragraph IV for information on what is meant by good faith efforts.
- G. A waiver or modification request indicated on form SBE 2026 will be decided by the DNR as follows. If the DNR determines that the Contractor has utilized good faith efforts to secure the ready, willing and able certified Disadvantaged Enterprises necessary to comply with the Special Provision, and that certified enterprises are not reasonably available to perform on the project or that some other reason exists for waiver or modification of the goal, the DNR shall modify or waive the goal of the Special Provision. The DNR will advise the Contractor by certified mail. If the DNR denies the request or modifies the goal in a manner other than that requested, the DNR will notify the bidder of the determination by certified mail. The determination shall include a statement of additional efforts that the bidder may take in order to effect compliance. The bidder is not limited by the statement of additional efforts, but may take such other action beyond the stated additional efforts in order to cure. Thereafter, the bidder will be allowed no less that a five (5) working day period in order for the bidder to cure the deficiency and effect compliance. Failure to issue a denial determination within eighteen (18) working days after receipt of the written

waiver request shall be deemed an approval of the request.

- H. In the event the bid is rendered nonresponsive due to failure to submit a Disadvantaged Business Utilization Plan or failure to comply with the bidding procedures set forth herein, the DNR may take one or more of the following actions: 1) cause a forfeiture of the penal sum of the bidder's proposal guaranty to the DNR, 2) declare the bidder ineligible to rebid the project on any further letting if readvertised, or 3) suspend the bidder for one letting.

IV. GOOD FAITH EFFORTS

- A. In order to demonstrate sufficient good faith efforts to achieve the designated goal percentages for Disadvantaged Businesses, the steps taken to obtain participation must be documented. The required elements are:
1. That a reasonable number of relevant Disadvantaged Businesses were contacted,
 2. That the work selected for allocation to Disadvantaged Businesses was chosen in order to increase the likelihood of achieving the stated goals,
 3. That potential Disadvantaged Businesses were negotiated with in good faith, that conditions were not imposed on a Disadvantaged Business which are not imposed on all other subcontractors or that benefits ordinarily conferred on subcontractors for the type of work were not denied the Disadvantaged Business, and
 4. That services of the Department of Transportation and its supportive services contractors were used in the efforts to reach the contract goals.
- B. In addition to the required elements which must be shown to demonstrate good faith, any other relevant information which supports the waiver request may be submitted, including but not limited to the following:
1. That any DNR pre-bid meetings scheduled to inform Disadvantaged Businesses of subcontracting opportunities, were attended, and
 2. That the historical track record of the contractor discloses a meaningful effort on the part of the contractor to achieve the goal of the program in DNR contracts.

V. CONTRACT OBLIGATION

- A. Compliance with this Special Provision is an essential part of this contract. After approval of the Utilization Plan and award of the contract, the Utilization Plan and Participation Statements shall become part of the contract. No changes to the Utilization Plan may be made without the prior written approval from the DNR. All items or partial items of work indicated or reserved for performance by the approved certified businesses shall be performed, managed and supervised by the business executing the Participation Statement. All requests for changes to the Utilization Plan shall be submitted in writing to:

Illinois Department of Natural Resources, Office of Water Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
Attention: Manager, Division of Project Implementation

- B. In determining compliance with this Provision, the total dollars paid to eligible Disadvantaged Businesses shall be divided by the total awarded contract dollars to determine the percentage of performance. The Contractor shall maintain records of payment under this Provision and said records shall be made available to the DNR upon request for inspection. After the performance of the final item of work or delivery of material by the approved DBE firm and within thirty (30) calendar days after payment has been made by the DNR to the Contractor for such work or material (less any retainage), the Contractor shall submit a DBE Payment Agreement upon the Illinois Department of Transportation form SBE 2115 to the DNR (see address in paragraph V. A. above), or if a disagreement exists, indicate to the DNR on this form why payment has not been made.
- C. The Contractor may after award of the contract seek modification or waiver of the goal for good cause upon a showing of a good faith effort to achieve the goal of the Special Provision. Examples of such good cause include but are not limited to nonperformance, breach of contract by an approved Disadvantaged Business and failure of the approved Disadvantaged Business to perform, manage and supervise its identified work. It is the responsibility of the contractor to prove the good cause and a good faith effort to achieve the goal in the light of the cause. All requests for waiver or modification of the goal will be considered as a change to the approved Utilization Plan and the contractor shall therefore submit a written request for the waiver or modification to the address listed in paragraph V. A. above. If the DNR determines that the contractor has proven the good cause and a good faith effort to achieve the goal in light of the cause, the DNR shall modify or waive the goal as requested. If the DNR denies the request or modifies the goal in a manner other than that requested, the DNR will notify the contractor of the determination by certified mail within twenty (20) working days after receipt of the request. Failure to issue a denial determination within twenty (20) working days after receipt of the written waiver request, shall be deemed an approval of the request. Unless the goal of the Special Provision is modified or waived for good cause upon a showing of a good faith effort, failure of the Contractor to have at least the designated goal of this contract performed by the Disadvantaged Businesses as indicated in the approved Utilization Plan will result in a reduction in contract payments, as liquidated and ascertained damages, determined by multiplying the awarded contract dollar value by the contract per centum goal and subtracting the dollar value of the work actually performed by approved DBE businesses. The DNR 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 pursuant to this Section demonstrating achievement of the goal or until such time as the goal is modified or waived by the DNR in accordance with this Special Provision or after liquidated damages have been determined and collected.
- D. This Special Provision is in addition to all other Equal Employment Opportunity requirements of this contract.

SPECIAL PROVISIONS
TIME LIMIT

Time Limit for work. The Contractor's attention is called to the fact that the appropriation for the current fiscal year, from which the cost of this contract will be paid, will lapse at the end of the fiscal year, which is June 30. Continuation of this contract into the next fiscal year will be contingent upon the Illinois General Assembly reappropriating funds for this contract. If funds are not reappropriated, this contract will be terminated on or before the appropriation lapse date.

SPECIAL PROVISION
CONTRACT CLAIM

The following provisions shall be substituted in Article 109.09 of the Standard Specifications.

- (1) The title District Engineer shall mean Manager, Division of Project Implementation.
- (2) The section titled Procedure shall be as follows:

Procedure

All claims must be submitted to the Manager, Division of Project Implementation. The Contractor may request an opportunity to present the claim verbally at each of the following levels if the claim has not been satisfactorily resolved at the previous level.

- (a) Manager, Division of Project Implementation
- (b) Director of Water Resources

All requests for presentation must be made through the Manager, Division of Project Implementation. Requests by the Contractor to present a claim at the second level will be accompanied by two additional copies of the claim with addenda.

Full compliance by the Contractor with the provisions of this Special Provision is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written response shall be deemed a final action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written response, the failure to so file shall constitute a release and waiver of the claim.

SPECIAL PROVISION
VALUE ENGINEERING PROPOSALS

Replace Section (a) of Article 104.07 of the Standard Specifications with the following:

(a) Proposal Submittals. Value Engineering Proposals shall be submitted in two phases as follows:

- (1) Concept Phase. Prior to the submittal of any Value Engineering Proposal, the Contractor shall submit a brief summary outlining the concept of the proposal to the Division of Project Implementation. Within five working days after receipt of the proposal concept, the Department will notify the Contractor as to whether or not the proposal concept qualifies for consideration as Value Engineering. If it appears, based on the concept, that the actual proposal will require a review period exceeding the normal review period, as outlined below, the Contractor will be so advised. Approval of the concept does not constitute or imply approval of the subsequent submittal of the complete Value Engineering Proposal.
- (2) After the concept has been approved, the Contractor, if electing to proceed with submittal of the complete Value Engineering Proposal, shall submit the proposal to the Division of Project Implementation for review. Provided the proposal is complete and contains all the required information for review, the Manager of the Division of Project Implementation will notify the Contractor, within 10 working days after receipt of the proposal, as to the acceptability of the proposal, unless additional review time has been established as noted in the concept review process.

SPECIAL PROVISION
WORKING DAYS

The Contractor shall complete the work by June 30, 2008.

SPECIAL PROVISION
CONSTRUCTION STAKING

REQUIREMENTS

The Contractor is advised that the Department shall provide the control staking at the beginning of construction for use by the Contractor to establish the necessary lines and grades to construct the project as shown on the Plans and in the Specifications and as specified by the Engineer. Bench mark elevations shall be established by the Engineer as shown on the plans. Traverse (Baseline) lines, offsets for all cross section stations as shown on the plans, along with reference offsets for all points of curvature (P.C.), points of tangent (P.T.) points on tangent (P.O.T.), points of intersection (P.I.) and the bisect of the internal angle of each P.I. will be furnished by the Department for use by the Contractor at no cost to the Contractor. All stakes required to perform the work furnished by the Department shall be at the expense of the Department.

All remaining lines and grades required by the Contractor to properly perform the work as specified on the plans and in the specifications as directed by the Engineer and the Standard Specifications for Road and Bridge Construction, adopted January 1, 2002; particularly Article 105.09 shall be the responsibility of the Contractor. The construction surveying work to be performed by the Contractor shall be under the direction of an Illinois Registered Land Surveyor or an Illinois Registered Professional Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The construction staking work to be performed by the Contractor, will be paid for at the lump sum price for "CONSTRUCTION STAKING", which price shall be payment in full for performing the work as specified.

SPECIAL PROVISION

SEEDING, MULCHING AND FERTILIZING

This work shall consist of preparing the seed bed, and furnishing, transporting, and placing fertilizer, seed, mulch, and other materials required in the seeding operation for the area within the limits as shown on the plans including the slope of the ditches and all other areas disturbed by the Contractor's operation except where other surfacing is required, in accordance with plans, specifications, and as required by the Engineer.

CONSTRUCTION METHODS

Seed Bed Preparation. Seed bed preparation shall not be started until all stones, boulders, debris, and similar material larger than 3 inches in diameter have been removed. The area to be seeded shall be worked to a minimum depth of 3 inches with a disk or other equipment approved by the Engineer, reducing all soil particles to a size not larger than 2 inches in the largest dimension. The prepared surface shall be relatively free from all weeds, clods, stones, roots, sticks, rivulets, gullies, crusting and caking. No seeds shall be sown until the seed bed has been approved by the Engineer.

Fertilizer. Fertilizer having an analysis of 10-6-4, or having a different analysis but still meeting the 5-3-2 ratio requirement, shall be applied at such a rate that each acre to be seeded shall receive a total of 240 pounds of the 3 nutrients. The Engineer may increase or decrease the amount of nutrients required per acre. Fertilizer shall be spread over the seeding area before completion of the ground preparation and incorporated in the soil as a part of the ground preparation operations. The fertilizer shall be a ready-mixed material containing the following nutrients expressed in percent of the total weight of the ready-mixed materials: 10% Nitrogen, 6% available Phosphoric Acid, and 4% water soluble Potash (10-6-4 Analysis).

The following information shall be shown on the fertilizer bags:

- (1) Name and address of manufacturer;
- (2) Name, brand or trademark;
- (3) Number of net pounds of ready-mixed material in the package;
- (4) Chemical composition of analysis;
- (5) Guarantee of analysis.

Grass Seed. Grass seed shall be fresh, clean, and new crop seed having been tested within 6 months prior to the date of seeding composed of the varieties mixed in proportion by weight as shown and testing the minimum percentage of purity and germination indicated.

Seed shall have the equivalent of a minimum of 80 percent pure, live seed. When the percentage of purity multiplied by the percentage germination gives a percentage of pure, live seed less than the 80 percent, the rate of seeding shall be increased proportionately.

Adjusted pounds per acre = $\frac{\text{Specified Pounds} \times 80}{\text{Actual Pure, Live Seed Percent}}$

Kentucky Blue Grass	60 pounds per acre
Alta Fescue	40 pounds per acre
Timothy	20 pounds per acre
Perennial Rye Grass	20 pounds per acre
Red Top	<u>20</u> pounds per acre
Total	160 pounds per acre

All seeds used shall be labeled in accordance with U.S. Department of Agricultural Rules and Regulations under the Federal Seed Act in effect at the time of installation of the work involved under seeding operations. All seeds shall be furnished in sealed standard containers. Seed may be mixed by dealers or by approved method on the site. Weed seeds shall not exceed 0.35% by weight of the total amount supplied.

If seed is mixed by dealers, the dealer's guaranteed statement of composition of mixture and percentage of purity and germination of each variety must be furnished.

If the Contractor desires to mix the seed at the site, the operation shall be performed under the supervision of the Engineer. Individual varieties of seed must be delivered in a separate unopened original container and the dealer's guaranteed analysis for each variety must be furnished.

The seed shall be proportioned by weight properly mixed and sown by any approved method which will insure uniform distribution over the areas, except that a farm drill shall not be used.

The prescribed seeding shall be sown on the following dates in the IDOT Districts specified below:

In IDOT Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In IDOT Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense.

Spring seeding in all IDOT districts may be performed any time after the ground conditions are satisfactory to provide an acceptable seed bed preparation as explained elsewhere in this Special Provision.

No seed shall be sown during high winds or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seed to be used, and shows that the seed meets the noxious weed seed requirements. The Engineer shall examine and then approve the equipment to be used. Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the proper

seeding rate. Equipment shall be operated in a manner to insure complete coverage of the entire area to be seeded. The Engineer shall be notified 48 hours prior to beginning the seeding operations so that he can determine by trial runs that a calibration of the seeder will provide uniform distribution at the specified rate per acre. When seed or fertilizer is applied with a hydraulic seeder, the rate of application shall be not less than 1000 gallons of slurry per acre. This slurry shall contain the proper quantity of seed or fertilizer specified per acre. When using a hydraulic seeder the fertilizer nutrients and seed shall be applied in two separate operations.

The optimum depth for seeding shall be 1/4 inch.

When construction operations have been completed after the fall seeding dates, the Contractor shall have the option of using dormant seeding or waiting until spring to apply the seeding. The dormant seeding procedure shall comply with the method explained below and shall be done at no additional expense to the contract. If the dormant seeding option is chosen, the seeding shall be at the Contractor's own risk. If dormant seeding does not provide an adequate stand of grass, the Contractor at his own expense will be required to comply with the spring seeding requirements.

Dormant Seeding. Anytime after the fall seeding dates that the soil is in a workable condition, the Contractor may prepare the seed bed as previously described including the application of fertilizer. The mulch is then applied as provided in this Special Provision, as if the seed had been placed. Within the following dates for Dormant seeding, in the dormant seeding dates shall be between the dormant seeding shall be between Within the dates specified for dormant seeding, (November 2 through March 31 for IDOT Districts 1 through 6 and November 16 through February 28 for IDOT Districts 7 through 9), the Contractor will then broadcast the seed uniformly over the mulch. The seeding rates are to be increased by at least 50 percent. The Contractor will be required to include an additional 32 pounds per acre of spring oats in his dormant seeding mixture.

Mulch. All mulch material shall be non-toxic to vegetation and to the germination of seed and shall be free from the noxious weeds and weed seeds in the group classed as primary noxious weed seed in the existing Illinois Seed Law and shall be approved by the Engineer.

Straw. Straw shall be stalks of wheat, rye, oats, or other approved straw, and shall be air-dried.

Hay. Hay shall be obtained from fields of timothy, red top, mature brome grass, or other mature grasses, or from other sources approved by the Engineer. It shall be air-dried.

Mulching Seeded Areas. Within 24 hours from the time seeding has been performed, the areas shall be given a covering of mulch. On slopes steeper than 3:1 mulch shall be applied the same day as the seed.

The mulch shall be applied uniformly at the rate of approximately 2 tons per acre on seeded areas. The exact rate to be specified by the Engineer. The mulch shall be loose enough to permit air to circulate but compact enough to reduce erosion. If baled mulch

material is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material. Mulching shall be anchored by pressing the straw or hay into the soil to a 2 inch depth using a serrated straight disk.

Maintenance and Repair. The Contractor shall be responsible for the proper maintenance of the seeded areas for a period of three (3) months following the planting time or after replanting if dormant seeding has not provided an adequate grass cover.

At the end of the maintenance period, all seeded areas will be inspected by the Engineer. If it is determined that certain areas must be re-seeded, through no fault of the Contractor, these areas shall be re-graded, re-fertilized, re-seeded, and re-mulched as directed by the Engineer. A final inspection will be held after the re-seeding has been completed. No additional maintenance periods will be required.

METHOD OF MEASUREMENT

Seeding, mulching and fertilizing shall be measured to the nearest one hundredth of an acre using the full horizontal width and length of the areas as shown on the plans or as authorized by the Engineer. Deduction will be made for areas within the limit which are not required to be seeded. Dormant seeding, if acceptable, will be measured as specified above. All other work and material shall not be measured for payment but shall be considered incidental.

BASIS OF PAYMENT

This work will be paid at the contract unit price per acre as measured above for "SEEDING, MULCHING, AND FERTILIZING," measured as specified. Any re-seeding required as directed by the Engineer, shall be measured and paid for at the contract unit price for "SEEDING, MULCHING, AND FERTILIZING."

SPECIAL PROVISION
STONE RIPRAP (SPECIAL)

Description: This item shall consist of furnishing and placing Stone Riprap of the classes and gradations specified at locations shown on the plans, in accordance with the details, lines and elevations shown in the plans, the applicable portions of Sections 281 and 1005.01 of the Standard Specification, and as directed by the Engineer.

Materials: The stone riprap shall be produced to conform to Quality Designation A per Section 1005.01 of the Standard Specification. Gradations of Riprap shall be as follows:

Required Riprap Gradation Limits

Percent Smaller By Weight							
Nominal Size (in) -Class	W15		W50		W100		Required Filter
	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	
9 - A4	20	5	40	20	100	40	See Plans
12 - A5	50	15	100	60	250	100	1
15 - A6	75	20	200	120	500	200	1
18 - A7	135	40	290	135	670	270	1

*Lim = Limit

Riprap Source: Rock for riprap may be obtained from any approved source. One possible source for riprap is located immediately downstream of the existing dam, where riprap was dumped in the year 1977, as follows:

Average Riprap Sizes Placed in 1977

Percent Smaller By Weight			
Type and Quantity Placed	W10 (lbs)	W50 (lbs)	W100 (lbs)
Type 1 - 3,256 tons	1	7	80
Type 2 - 2,868 tons	10	250	700

The construction specifications at the time of the riprap placement in 1977 called for the riprap to meet quality designation A for course aggregate as currently given in Article 1004.01 (b) of the standard specification.

Samples of the river bed material immediately downstream of the existing dam were taken in the year 2004, and gradation tests performed, which are presented in the plans. The Engineer and Department make no guarantee as to the accuracy of the gradation tests or testing methods used, nor as to the actual quantity of riprap placed in the river bed. The Engineer and Department make no guarantee as to the quality and quantity of suitable material available at this site, and the Contractor shall accept all risks and costs associated with the potential use of onsite materials for riprap. However, based on test results on samples taken from borings W-1, W-2 and W-3 just downstream of the dam, the Department believes that the existing riprap in the riverbed meets all necessary IEPA requirements for mechanically removed materials placed in a waterway, as described in the IEPA document "Material Analysis for Dredge and Fill Activities, Section 401 Water Quality Certification". Riprap and filter materials obtained onsite or furnished from offsite sources will be subject to the same gradation limits and tests as described throughout this specification.

Filter Materials: A filter bed shall be provided as shown on the plans and given in the table for required riprap gradation limits. The filter material shall be produced to conform to Quality Designation A per Section 1004.01 of the Standard Specification, and crushed slag shall not be permitted. Gradation limits for the filter material shall be as follows:

Required Filter Gradation Limits

Riprap Filter	Percent Finer By Weight					
	D15 (ft)		D50 (ft)		D85 (ft)	
	Upper Lim	Lower Lim	Upper Lim	Lower Lim	Upper Lim	Lower Lim
Filter 1	0.05	0.03	0.31	0.17	0.65	0.33

*Lim = Limit

Quality Control of Riprap and Filter Materials: Methods of sorting and loading material on site and at the quarry shall be such as to produce riprap of the highest practicable quality and shall be subject to the approval of the Engineer. A minimum of one gradation check for each gradation produced shall be run at the start of the project. Control of gradation will be by visual inspection. The Contractor will provide two samples of rock of at least 5000 lbs each meeting the gradations specified. The sample at the site may be part of the finished riprap covering. The other sample shall be provided at the quarry. These samples shall be used as a frequent reference for judging the gradation of the riprap supplied. Any difference of opinion between the Engineer and the Contractor shall be resolved by dumping and checking the gradation of two random truck loads of stone. Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the Department.

At least one riprap sample for riprap classes A5, A6 and A7 as well as one riprap filter sample of filter 1 at its manufactured gradation shall be tested according to the requirements of Section 1005.01 (b) of the Standard Specification, and submitted to the Engineer for review

and approval.

Construction Requirements: Riprap shall be placed according to the applicable portions of Section 281 of the Standard Specification. After foundation preparation and prior to placement of the riprap, place riprap filter material and compact to 95 percent standard proctor density (ASTM D698) or 70 percent relative density.

Method of Measurement: This work will be measured for payment in tons measured on platform scales furnished at the expense of and by the Contractor. The scales shall be approved by the Contracting Officer and shall be tested and sealed, at the expense of the Contractor, as often as the Engineer may deem necessary to insure their accuracy. Riprap placed outside the specified vertical and horizontal limits and lines shown on the plans will not be paid for, and the Engineer may require the Contractor to remove and dispose of the excess riprap without cost to the Department. Removed riprap or excess riprap left in place will be deducted from the paid quantities according to scale measurement or calculation of the excess volume multiplied by the riprap's density including voids. In such cases the appropriate riprap density will be determined by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per ton for "STONE RIPRAP (SPECIAL)", of the classes (stone quality and gradations) specified, which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Riprap filter material shall not be paid for separately, but shall be included in the contract unit price per ton for "STONE RIPRAP (SPECIAL)" for the respective classes specified.

SPECIAL PROVISION
GROUTED BOULDERS

Description: This item shall consist of furnishing and placing Grouted Boulders of the class and gradation specified at locations shown on the plans, in accordance with the details, lines and elevations shown in the plans, the applicable portions of Sections 281 and 1005.01 of the Standard Specification, the requirements given herein, and as directed by the Engineer.

Materials: Each piece of rock shall have its greatest dimensions not greater than 3 times its least dimensions except as approved by the Engineer. The rock shall conform to the following test requirements of the American Society for Testing Materials Standards:

	<u>Requirement</u>	<u>Standard</u>
Apparent specific gravity, minimum	2.60	ASTM C-127-59
Abrasion, maximum percent	40	AASHTO T 96
Freeze thaw loss, maximum percent after 12 cycles	10	AASHTO 103-Procedure A

Gradation of Riprap shall be as follows:

Required Grouted Boulder Gradation Limits

Percent Smaller By Weight							
Nominal Size (ft)	W5		W50		W100		Required Filter
	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	
2.7	500	200	2000	990	2800	2000	2

*Lim = Limit

Filter Materials: A filter bed shall be provided as shown on the plans and given in the table for required riprap gradation limits. The filter material shall be produced to conform to Quality Designation A per Section 1004.01 of the Standard Specification, and crushed slag shall not be permitted. Gradation limits for the filter material shall be as follows:

Required Filter Gradation Limits

Percent Finer By Weight						
Riprap Filter	D15 (ft)		D50 (ft)		D85 (ft)	
	Upper Lim	Lower Lim	Upper Lim	Lower Lim	Upper Lim	Lower Lim
Filter 2	0.33	0.13	1.00	0.59	1.28	0.80

*Lim = Limit

Grout: Concrete for the grout shall be an approved batch meeting the following requirements: All concrete shall develop 2,800 psi compressive strength within 7 days and 4,000 psi compressive strength within 28 days, the stone aggregate shall have a maximum diameter of one-half inch, and the slump shall be within a range of 3 to 6 inches. Use stiffer mix or other measures as approved for steeper slope application. The water/cement ratio shall not exceed 0.48.

Quality Control of Grout, Riprap and Filter Materials: Methods of sorting and loading material on site and at the quarry shall be such as to produce riprap of the highest practicable quality and shall be subject to the approval of the Engineer. The quarry will identify the rock source and procedures that will be used to stockpile, mix and grade the types of riprap and boulders specified, and this shall be submitted to the Engineer for review. A minimum of one riprap sample shall be tested at no cost to the Department according to the procedures outlined in the Materials section of this specification, and results shall be provided to the Engineer for review and approval. A minimum of one riprap filter sample of filter 2 at its manufactured gradation shall be tested according to the requirements of Section 1004.01 of the Standard Specification, and results shall be provided to the Engineer for review and approval. The contractor shall submit the design mix for grout to the Engineer for approval.

A minimum of one gradation check on a random riprap sample will be performed at the quarry on a sample ready for normal delivery to the work site, at no cost to the Department. The results shall be presented to the Engineer for approval. The approved sample shall then be hauled to the work site and stockpiled for comparison with future riprap deliveries. The control of gradation on site will be by visual inspection. The samples shall be used as a frequent reference for judging the gradation of the riprap supplied. Any difference of opinion between the Engineer and the Contractor shall be resolved by dumping and checking the gradation of two random truck loads of stone. Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the Department.

Boulders and large rock shall be visually checked by the Contractor at the quarry or at the work site as required for size, elongation, cracks, deterioration and other defects visible on the entire surface area of the stone. Five percent of the stone checked for cracks shall be wetted and re-inspected by the Contractor for cracks to determine if additional inspections are necessary. If cracks are observed, the Contractor shall notify the Engineer to make a determination as to

acceptability of rock. Stone with cracks or defects that are detrimental to a long lasting product shall not be shipped to the work site. The Engineer may at any time, if he deems necessary, require other tests, or make adjustments in the above procedures as necessary to insure the quality of the rock.

At least one sample of riprap filter material at its manufactured gradation shall be tested according to the requirements of Section 1005.01 (b) of the Standard Specification.

Construction Requirements: Riprap shall be placed according to the applicable portions of Section 281 of the Standard Specification. Excavate for placement of boulders as indicated on the plans, providing a firm smooth uniform surface at the proper grade. Place riprap filter material and compact to 95 percent standard proctor density (ASTM D698) or 70 percent relative density. No boulders shall be placed until the Engineer has verified compaction and subgrade elevations.

Clean all rock of soil or other constituents before placement. Placement methods will avoid displacing the compacted subgrade. Machine-place boulders into position by the use of a multi-prong grapple device or suitable equipment for handling the individual boulders, in careful manner to achieve the desired layer thickness of 3.0 feet. If necessary, the rocks shall be picked up and repositioned with minimal disturbance to the subgrade foundation or filter, in order to insure that they fit within the finished elevations called out on the plans. Larger size boulders within the gradation range will be placed such that their axis of minimum dimension is oriented in the vertical direction. Boulders shall be set in contact with each other so that the interstices between adjacent boulders shall be as small as the character of the rock will permit. In some cases it may be necessary to remove a boulder, adjust the subgrade filter elevation and re-set the boulder to achieve the required surface tolerance.

Care shall be taken to remove all fines and smaller rock. Wash the rock free of fines or soil which would affect the grout bond. Any loose material between rocks shall be removed to ensure complete grout penetration down to compacted subgrade and in all voids between rocks. All boulders placed shall be approved by the Engineer at least 24 hours in advance of the scheduled time for grouting to avoid any unnecessary delays in the grouting operation.

The concrete grout shall be placed by injection methods by pumping under low pressure, positive displacement methods, through a hose and pipe nozzle placed to subgrade level to ensure complete penetration of the grout into the rock layer. The voids at the surface, as detailed on the drawings, will not be grouted unless designated. Generally, grout will be held down 6 inches minimum below the surface of the rock layer to the elevations detailed on the drawings. Do not grout flush to the top surfaces of the rock. Such unauthorized grout placement will be removed, and no payment made for such wasted or removed grout. Operator shall be able to stop the flow and will place grout in the voids and not on the surface of the rock.

Clean and wash any spillage before the grout sets. The visual surfaces of the rock will be free of grout to provide a clean natural appearance. A "pencil" or other approved vibrator will be used to make sure all voids are filled between and under rock. It is required to fill all voids with grout from the riprap filter level through the rock layer to the finished grout elevation shown on the drawings. In all cases, grout must penetrate to the riprap filter. The pencil vibrator may be used to smooth the appearance of the surface, but the Contractor shall use a wood float to smooth and

grade the grout surface to drain. The grout mix shall be stiffened and other measures taken to retain the grout in steep locations.

Method of Measurement: This work will be measured for payment in cubic yards measured in place. Grouted boulders placed outside the specified vertical and horizontal limits and lines shown on the plans will not be paid for, and the Engineer may require the Contractor to remove and dispose of the excess grouted boulders without cost to the Department. Removed or excess grouted boulders left in place will be deducted from the paid quantities.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for "GROUTED BOULDERS", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Riprap filter material shall not be paid for separately, but shall be included in the contract unit price per cubic yard for "GROUTED BOULDERS". Excavation will be paid for at the contract unit price per cubic yard for "EARTH EXCAVATION" or "ROCK EXCAVATION", as determined by the bed material type removed.

**SPECIAL PROVISION
RIPRAP, SPECIAL**

Description: This item shall consist of furnishing and placing Riprap, Special of the class and gradation specified at locations shown on the plans, in accordance with the details, lines and elevations shown in the plans, the applicable portions of Sections 281 and 1005.01 of the Standard Specification, and as directed by the Engineer. This riprap will be grouted as shown on the plans and described herein.

Materials: The stone riprap shall be produced to conform to Quality Designation A per Section 1005.01 of the Standard Specification. Gradations of Riprap shall be as follows:

Required Riprap Gradation Limits

Percent Smaller By Weight							
Nominal Size (in) - Class	W15		W50		W100		Required Filter
	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	
12 - A5	50	15	100	60	250	100	1

*Lim = Limit

Riprap Source: Rock for riprap may be obtained from any approved source. One possible source for riprap is located immediately downstream of the existing dam, where riprap was dumped in the year 1977, as follows:

Average Riprap Sizes Placed in 1977

Percent Smaller By Weight			
Type and Quantity Placed	W10 (lbs)	W50 (lbs)	W100 (lbs)
Type 1 - 3,256 tons	1	7	80
Type 2 - 2,868 tons	10	250	700

The construction specifications at the time of the riprap placement in 1977 called for the riprap to meet quality designation A for course aggregate as currently given in Article 1004.01 (b) of the standard specification.

Samples of the river bed material immediately downstream of the existing dam were taken in the year 2004, and gradation tests performed, which are presented in the plans. The Engineer and Department make no guarantee as to the accuracy of the gradation tests or testing methods used, nor as to the actual quantity of riprap placed in the river bed. The Engineer and Department make no guarantee as to the quality and quantity of suitable material available at this site, and the Contractor shall accept all risks and costs associated with the potential use of onsite materials for riprap. However, based on test results on samples taken from borings W-1, W-2 and W-3 just downstream of the dam, the Department believes that the existing riprap in the riverbed meets all necessary IEPA requirements for mechanically removed materials placed in a waterway, as described in the IEPA document "Material Analysis for Dredge and Fill Activities, Section 401 Water Quality Certification". Riprap and filter materials obtained onsite or furnished from offsite sources will be subject to the same gradation limits and tests as described throughout this specification.

Filter Materials: A filter bed shall be provided as shown on the plans and given in the table for required riprap gradation limits. The filter material shall be produced to conform to Quality Designation A per Section 1004.01 of the Standard Specification, and crushed slag shall not be permitted. Gradation limits for the filter material shall be as follows:

Required Filter Gradation Limits

Percent Finer By Weight						
Riprap Filter	D15 (ft)		D50 (ft)		D85 (ft)Required	
	Upper Lim	Lower Lim	Upper Lim	Lower Lim	Upper Lim	Lower Lim
Filter 1	0.05	0.03	0.31	0.17	0.65	0.33

*Lim = Limit

Grout: Concrete for the grout shall be an approved batch meeting the following requirements: All concrete shall develop 2,800 psi compressive strength within 7 days and 4,000 psi compressive strength within 28 days, the stone aggregate shall have a maximum diameter of one-half inch, and the slump shall be within a range of 3 to 6 inches. Use stiffer mix or other measures as approved for steeper slope application. The water/cement ratio shall not exceed 0.48.

Quality Control of Riprap, Grout and Filter Materials: Methods of sorting and loading material on site and at the quarry shall be such as to produce riprap of the highest practicable quality and shall be subject to the approval of the Engineer. A minimum of one gradation check for each gradation produced shall be run at the start of the project. Control of gradation will be by visual inspection. The Contractor will provide two samples of rock of at least 5000 lbs each meeting the gradations specified. The sample at the site may be part of the finished riprap

covering. The other sample shall be provided at the quarry. These samples shall be used as a frequent reference for judging the gradation of the riprap supplied. Any difference of opinion between the Engineer and the Contractor shall be resolved by dumping and checking the gradation of two random truck loads of stone. Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the Department.

At least one riprap sample for riprap class A5 shall be tested according to the requirements of Section 1005.01 (b) of the Standard Specification, and submitted to the Engineer for review and approval. A minimum of one riprap filter sample of filter 1 at its manufactured gradation shall be tested according to the requirements of Section 1004.01 of the Standard Specification, and results shall be provided to the Engineer for review and approval. The contractor shall submit the design mix for grout to the Engineer for approval.

Construction Requirements: Riprap shall be placed according to the applicable portions of Section 281 of the Standard Specification. Excavate for placement of boulders as indicated on the plans, providing a firm smooth uniform surface at the proper grade. Place riprap filter material and compact to 95 percent standard proctor density (ASTM D698) or 70 percent relative density. No boulders shall be placed until the Engineer has verified compaction and subgrade elevations.

Clean all rock of soil or other constituents before placement. Placement methods will avoid displacing the compacted subgrade. Machine-place boulders into position by the use of a multi-prong grapple device or suitable equipment for handling the individual boulders, in careful manner to achieve the desired layer thickness shown on the plans. If necessary, the rocks shall be picked up and repositioned with minimal disturbance to the subgrade foundation or filter, in order to insure that they fit within the finished elevations called out on the plans. Larger size boulders within the gradation range will be placed such that their axis of minimum dimension is oriented in the vertical direction. Boulders shall be set in contact with each other so that the interstices between adjacent boulders shall be as small as the character of the rock will permit. In some cases it may be necessary to remove a boulder, adjust the subgrade filter elevation and re-set the boulder to achieve the required surface tolerance.

Care shall be taken to remove all fines and smaller rock. Wash the rock free of fines or soil which would affect the grout bond. Any loose material between rocks shall be removed to ensure complete grout penetration down to compacted subgrade and in all voids between rocks. All boulders placed shall be approved by the Engineer at least 24 hours in advance of the scheduled time for grouting to avoid any unnecessary delays in the grouting operation.

The concrete grout shall be placed by injection methods by pumping under low pressure, positive displacement methods, through a hose and pipe nozzle placed to subgrade level to ensure complete penetration of the grout into the rock layer. The voids at the surface, as detailed on the drawings, will not be grouted unless designated. Generally, grout will be held down 6 inches minimum below the surface of the rock layer to the elevations detailed on the drawings. Do not grout flush to the top surfaces of the rock. Where shown on the plans, the grout shall be placed to the finished elevations within the given tolerances. Any unauthorized grout placement outside of the indicated elevations will be removed, and no payment made

for such wasted or removed grout. Operator shall be able to stop the flow and will place grout in the voids and not on the surface of the rock.

Clean and wash any spillage before the grout sets. The visual surfaces of the rock will be free of grout to provide a clean natural appearance. A "pencil" or other approved vibrator will be used to make sure all voids are filled between and under rock. It is required to fill all voids with grout from the riprap filter level through the rock layer to the finished grout elevation shown on the drawings. In all cases, grout must penetrate to the riprap filter. The pencil vibrator may be used to smooth the appearance of the surface, but the Contractor shall use a wood float to smooth and grade the grout surface to drain. The grout mix shall be stiffened and other measures taken to retain the grout in steep locations.

Method of Measurement: This work will be measured for payment in cubic yards measured in place. Grouted riprap placed outside the specified vertical and horizontal limits and lines shown on the plans will not be paid for, and the Engineer may require the Contractor to remove and dispose of the excess grouted riprap without cost to the Department. Removed or excess grouted riprap left in place will be deducted from the paid quantities.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for "RIPRAP, SPECIAL", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Riprap filter material shall not be paid for separately, but shall be included in the contract unit price per cubic yard for "RIPRAP, SPECIAL". Excavation will be paid for at the contract unit price per cubic yard for "EARTH EXCAVATION" or "ROCK EXCAVATION", as determined by the bed material type removed.

SPECIAL PROVISION
RIPRAP FOR STILLING BASIN

Description: This item shall consist of furnishing and placing Riprap for Stilling Basin of the classes and gradations specified at locations shown on the plans, in accordance with the details, lines and elevations shown in the plans, the applicable portions of Sections 281 and 1005.01 of the Standard Specification, and as directed by the Engineer.

Materials: All rock shall be angular, each piece having its greatest dimensions not greater than 5 times its least dimensions. The Riprap for Stilling Basin shall be produced to conform to Quality Designation A per Section 1005.01 of the Standard Specification.

Gradations of Riprap shall be as follows:

Required Riprap Gradation Limits

Percent Smaller By Weight							
Nominal Size (in)	W15		W50		W100		Required Filter
	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	Upper Lim (lbs)	Lower Lim (lbs)	
48	2500	1000	6000	4200	10000	6500	2

*Lim = Limit

Filter Materials: A filter bed shall be provided as shown on the plans and given in the table for required riprap gradation limits. The filter material shall be produced to conform to Quality Designation A per Section 1004.01 of the Standard Specification, and crushed slag shall not be permitted. Gradation limits for the filter material shall be as follows:

Required Filter Gradation Limits

Percent Finer By Weight						
Riprap Filter	D15 (ft)		D50 (ft)		D85 (ft)	
	Upper Lim	Lower Lim	Upper Lim	Lower Lim	Upper Lim	Lower Lim
Filter 2	0.33	0.13	1.00	0.59	1.28	0.80

*Lim = Limit

Quality Control of Riprap and Filter Materials: Methods of sorting and loading material on site and at the quarry shall be such as to produce riprap of the highest practicable quality and shall be subject to the approval of the Engineer. The quarry will identify the rock source and procedures that will be used to stockpile, mix and grade the types of riprap and boulders specified, and this shall be submitted to the Engineer for review.

At least one riprap sample for Riprap for Stilling Basin shall be tested according to the requirements of Section 1005.01 (b) of the Standard Specification, and submitted to the Engineer for review and approval. A minimum of one riprap filter sample of filter 2 at its manufactured gradation shall be tested according to the requirements of Section 1004.01 of the Standard Specification, and results shall be provided to the Engineer for review and approval.

A minimum of one gradation check on a random riprap sample will be performed at the quarry on a sample ready for normal delivery to the work site, at no cost to the Department. The results shall be presented to the Engineer for approval. The approved sample shall then be hauled to the work site and stockpiled for comparison with future riprap deliveries. The control of gradation on site will be by visual inspection. The samples shall be used as a frequent reference for judging the gradation of the riprap supplied. Any difference of opinion between the Engineer and the Contractor shall be resolved by dumping and checking the gradation of two random truck loads of stone. Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the Department.

Boulders and large rock shall be visually checked by the Contractor at the quarry or at the work site as required for size, elongation, cracks, deterioration and other defects visible on the entire surface area of the stone. Five percent of the stone checked for cracks shall be wetted and re-inspected by the Contractor for cracks to determine if additional inspections are necessary. If cracks are observed, the Contractor shall notify the Engineer to make a determination as to acceptability of rock. Stone with cracks or defects that are detrimental to a long lasting product shall not be shipped to the work site.

Construction Requirements: Riprap shall be placed according to the applicable portions of Section 281 of the Standard Specification, and as outlined herein. After foundation preparation and prior to placement of the riprap, place riprap filter material and compact to 95 percent standard proctor density (ASTM D698) or 70 percent relative density. Machine-place boulders into position by the use of a multi-prong grapple device or suitable equipment for handling the individual boulders, in careful manner to achieve the desired layer thickness shown on the plans. If necessary, the rocks shall be picked up and repositioned with minimal disturbance to the subgrade foundation or filter, in order to insure that they fit within the finished elevations called out on the plans. Larger size boulders within the gradation range will be placed such that their axis of minimum dimension is oriented in the vertical direction. It is the intent of these specifications to produce a compact riprap protection in which all sizes are placed at their proper proportions to the finished slopes and elevations shown on the plans. Hand placing or arranging of individual stones by mechanical equipment may be required to the extent

necessary to secure the results specified.

Method of Measurement: This work will be measured for payment in tons measured on platform scales furnished at the expense of and by the Contractor. The scales shall be approved by the Contracting Officer and shall be tested and sealed, at the expense of the Contractor, as often as the Engineer may deem necessary to insure their accuracy. Riprap placed outside the specified vertical and horizontal limits and lines shown on the plans will not be paid for, and the Engineer may require the Contractor to remove and dispose of the excess riprap without cost to the Department. Removed riprap or excess riprap left in place will be deducted from the paid quantities according to scale measurement or calculation of the excess volume multiplied by the riprap's density including voids. In such cases the appropriate riprap density will be determined by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per ton for "RIPRAP FOR STILLING BASIN", of the gradation specified, which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Riprap filter material shall not be paid for separately, but shall be included in the contract unit price per ton for "RIPRAP FOR STILLING BASIN".

SPECIAL PROVISION
NON-POROUS GRANULAR EMBANKMENT

Description: This item shall consist of the construction of Non-Porous Granular Embankment of the type specified at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Sections 311.05 (b) and 1004.04 of the Standard Specification, and as directed by the Engineer.

Materials: The Non-Porous Granular Embankment shall be course aggregate gradation CA6 as given in Section 1004.01 of the Standard Specification, except that the percent passing a No. 200 Sieve shall be no less than 15. The quality of the aggregate shall be as given in Section 1004.04 (b).

Construction Requirements: Prior to placing Non-Porous Granular Embankment, the existing surface shall be cleared of debris, trunks, and large protruding stones greater than 12-in diameter. A firm, reasonable uniform surface shall be provided. Any soft yielding foundation material and/or organic materials shall be brought to the attention of the Engineer and, if so directed, removed in accordance to Section 202 of the Standard Specification and replaced with additional Non-Porous Granular Embankment. The Non-Porous Granular Embankment shall be placed and compacted according to the applicable portions of Section 311.05 (b) of the Standard Specification.

Method of Measurement: This work will be measured for payment in cubic yards compacted in place and the volume computed by the method of average end areas.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for "NON-POROUS GRANULAR EMBANKMENT", which price shall be payment in full for all labor, surface preparation, equipment, materials and all other items necessary to complete the work as specified herein. Removal of unsuitable materials will be paid for separately at the contract unit price per cubic yard for "REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL".

SPECIAL PROVISION

STAINLESS STEEL DEBRIS GRATE

Description: This work shall consist of furnishing and installing all materials and labor necessary to construct and erect the stainless steel debris grate, including but not limited to stainless steel grate, grating embedded guides, nuts, bolts, washers and any other miscellaneous items required for a complete and proper installation of the stainless steel debris grate specified herein and shown on the plans.

Materials: All stainless steel angles, rod and material used for the embedded guides shall conform to ASTM A 276, Type No. 302 or 304, Condition B.

Fabrication: Fabrication of stainless steel debris grate shall conform to the applicable requirements of The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Article 505.04. All welded joints shall be continuous.

Installation: Verify dimensions on site prior to shop fabrication. Install embedded guides vertically plumb and directly opposite each other such that debris grate slides into guides without binding. Debris grate shall be accurately fitted and free from distortion or defects. Items damaged during shipping or erection shall be repaired or removed and replaced at the direction of the Engineer at no additional cost to the project.

Method of Measurement:

This work will be measured for payment in units of each, calculated based upon the components, as shown on the plans, and shall include stainless steel debris grate, embedded guides and all other items required for a complete and proper installation.

Basis of Payment: This work will be paid for at the contract unit price per each for "STAINLESS STEEL DEBRIS GRATE" furnished and erected complete in place, according to the specifications, which price shall be payment in full for all labor, equipment, materials fabrication, shop cleaning, transportation and erection, and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION

GALVANIZED WELDED STEEL BAR GRATING

Description: This work shall consist of furnishing and installing all materials and labor necessary to construct and erect the galvanized welded steel bar grating, including but not limited to galvanized steel rectangular bar grating, grating support angles, beams, channels, grating hold-down clips, nuts, bolts and washers of the type specified herein and shown on the plans.

Materials: Materials shall meet the following requirements:

Steel bar grating (Type 19W4 by Arroweld) shall be manufactured from AASHTO M 270M Grade 250 (M 270 Grade 36, ASTM - A36) steel having a minimum tensile strength of 58,000 psi, a minimum yield point of 36,000 psi, a minimum elongation of 20 percent, and shall conform to all other respects to AASHTO M 270 Grade 36. Main load bearing bars shall be manufactured from minimum 1-3/4" tall and 3/16" wide and spaced at not more than 1 -3/16" on center. Cross bars shall be manufactured from 5/16" square or twisted bar stock. Cross bars shall be welded to the load bearing bars and shall be installed with their edges flush with the tops of the load bearing bars. Assembly shall be hot-dipped galvanized to a minimum 2.0oz./sq. ft. zinc coating in conformance to ASTM A386.

Support angles shall be manufactured from AASHTO M 270M Grade 250 (M 270 Grade 36, ASTM - A36) steel having a minimum tensile strength of 58,000 psi, a minimum yield point of 36,000 psi, a minimum elongation of 20 percent, and shall conform to all other respects to AASHTO M 270 Grade 36. Size of angle shall be of that shown on the plans. Angles shall be hot-dipped galvanized to a minimum 2.0 oz./sq. ft. zinc coating in conformance to ASTM A386.

Grating hold-down clips shall be furnished by the grating supplier and installed per the manufacturer's written instruction. Clips shall be hot-dip galvanized.

Threaded rod, bolts, nuts and washers shall be zinc coated (galvanized) or stainless steel. Zinc coated items shall conform to ASTM A 307 Grade C, ASTM F1554 Grade 250 (Grade 36), AASHTO M 270M, Grade 250 (M 270, Grade 36), AASHTO M 31M (M 31) or AASHTO M 53M (M 53). All threaded rod, nut, bolts and washers shall be completely coated by hot-dipped galvanizing conforming to AASHTO M 298.

Stainless steel bolts shall conform to ASTM A 193M (A 193), Class 1, Grade B 8M or B8. Stainless steel nuts shall conform to AASHTO M 292, Grade 8 or 8F, and the washers shall conform to ASTM A 240, Type 302 or 304.

Fabrication: Fabrication of galvanized welded steel bar grate shall conform to the applicable requirements of The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Article 505.04. All welded joints shall be continuous.

Installation: Verify dimensions on site prior to shop fabrication. Install grating and support

angles plumb and level, accurately fitted and free from distortion or defects. Use extreme care to insure that embedded items are set at correct spacing and perpendicular to the plane of the wall. Anchor bolts shall be placed into holes drilled into the concrete at spacing as indicated on the plans and grouted per ASTM C 881, Type IV, Grade 1 and Article 1025.04 of the Illinois Department of Transportation Standard Specifications. Items damaged during shipping or erection shall be repaired or removed and replaced at the direction of the Engineer at no additional cost to the project.

Method of Measurement: This work will be measured for payment in units of square foot of grating, which price shall include all components, as shown on the plans; and shall include all galvanized welded steel bar grating, support angles and all other items required for a complete and proper installation.

Basis of Payment: This work will be paid for at the contract unit price per square foot for "GALVANIZED WELDED STEEL BAR GRATING", furnished and erected complete in place, according to the specifications, which price shall be payment in full for all labor, equipment, materials, shop cleaning and galvanizing, transportation and erection, and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION

ALUMINUM BAFFLES AND GUIDES

Description: This work shall consist of furnishing and installing all materials and labor necessary to fabricate, erect and install the aluminum baffles and guides for a Denil Fishway, including but not limited to aluminum baffles, aluminum angles, stainless steel nuts, bolts, washers, anchor rods, epoxy and PVC tubes and washers of the type specified herein and shown on the plans.

Materials: Materials shall meet the following requirements:

Aluminum plate and support angles shall be manufactured from aluminum alloy 6061-T6.

Threaded rod, bolts, nuts and washers shall be stainless steel. Stainless steel bolts shall conform to ASTM A 193M (A 193), Class 1, Grade B 8M or B8. Stainless steel nuts shall conform to AASHTO M 292, Grade 8 or 8F, and the washers shall conform to ASTM A 240, Type 302 or 304.

Fabrication: Fabrication of the aluminum denil baffles and angle guides shall conform to the applicable requirements of The Aluminum Design manual.

Installation: Verify dimensions on site prior to shop fabrication. Install baffles and angle guides as indicated on the plans, accurately fitted and free from distortion or defects. Use extreme care to insure that embedded items are set at correct spacing and perpendicular to the plane of the wall. Anchor bolts shall be placed into holes drilled into the concrete at spacing as indicated on the plans and grouted per ASTM C 881, Type IV, Grade 1 and Article 1025.04 of the Illinois Department of Transportation Standard Specifications. Items damaged during shipping or erection shall be repaired or removed and replaced at the direction of the Engineer at no additional cost to the project.

Method of Measurement: This work will be measured for payment in units of each, calculated based upon the components, as shown on the plans, and shall include all aluminum baffles, support angles, threaded rod, nuts, bolts, washers, epoxy and all other items required for a complete and proper installation.

Basis of Payment: This work will be paid for at the contract unit price per each for "ALUMINUM BAFFLES AND GUIDES", furnished and erected complete in place, according to the specifications, which price shall be payment in full for all labor, equipment, materials fabrication, shop cleaning, transportation and erection, and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION
CAST IRON SOIL PIPE 4"

Description: This item shall consist of the construction of Cast Iron Soil Pipe 4" of the type specified at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 560 of the Standard Specification, and as directed by the Engineer.

Materials: The Cast Iron Soil Pipe shall be manufactured according to the requirements of Article 1006.20 of the Standard Specification, and shall in addition meet the following specifications:

- The Cast Iron pipe shall be Hub and Spigot, extra heavy class, per ASTM standard A 74.
- The Cast Iron fitting shall be for Hub and Spigot installation, extra heavy class, per ASTM standard A 74.
- Sealant material is not required.

Construction Requirements: Cast Iron Soil Pipe shall be embedded into the concrete retaining wall to protect PVC pipe long sweep radius elbow at the bottom of the riser. Free end of the cast iron pipes shall be capped with an appropriate fitting approved for use by the Engineer. The top of the portion of the cast iron pipe embedded into the concrete shall be notched sufficiently to allow the PVC long sweep elbow to turn upward into the retaining wall. High density polyurethane material shall be applied in the void between the cast iron pipe and PVC conduit in the notched area, to prevent concrete from entering into the cast iron pipe.

Method of Measurement: This work will be measured for payment in feet along the center line of the pipe completed in place, including all fittings.

Basis of Payment: This work will be paid for at the contract unit price per foot for "CAST IRON SOIL PIPE 4'", which price shall be payment in full for all pipe fittings, notching and embedding pipes, filling voids with polyurethane materials, capping exposed pipe ends, and all other materials and items necessary to complete the work as specified herein. Polyurethane material shall not be paid for separately, but shall be included in the contract unit price per foot for "CAST IRON SOIL PIPE 4'".

SPECIAL PROVISION

CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., GALVANIZED STEEL

Description: This item shall consist of the construction of Conduit Embedded in Structure, 2" Dia., Galvanized Steel of the type specified at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 812 of the Standard Specification, and as directed by the Engineer.

Materials: The conduit shall be manufactured of 2" diameter rigid galvanized conduit as indicated in Section 1088.01(a) of the Standard Specification, and shall meet the following specifications:

- Each 2" diameter rigid galvanized conduit fitting shall be per ANSI C80.1.
- Fittings shall be NEMA FB 1; compatible with conduit material.

Construction Requirements: Per Section 812.03 of the Standard Specification and the following: 2" diameter rigid galvanized conduit shall be installed in horizontal position and shall be embedded into concrete retaining wall. Free ends of the rigid steel electrical conduit protruding out of the retaining wall shall be capped with appropriate fittings in a manner approved by the Engineer.

Method of Measurement: This work will be measured for payment in feet along the centerline of conduit completed in place, including all fittings.

Basis of Payment: This work will be paid for at the contract unit price per foot for "CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., GALVANIZED STEEL", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Fittings will not be paid for separately, but shall be included in the contract unit price per foot for "CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., GALVANIZED STEEL".

SPECIAL PROVISION

CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC

Description: This item shall consist of the construction of Conduit Embedded in Structure, 2" Dia., PVC of the type specified at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 812 of the Standard Specification, and as directed by the Engineer.

Materials:

The conduit shall be manufactured of 2" diameter rigid Polyvinyl Chloride conduit as indicated in Section 1088.01(b) of the Standard Specification, and shall meet the following specifications:

- 2" diameter rigid Polyvinyl Chloride conduit shall be Schedule 40 per ASTM standard D 1785.
- 2" diameter rigid Polyvinyl Chloride conduit pipe fitting shall be with threaded ends per ASTM standard D 2464.

Construction Requirements: Per Section 812.03 of the Standard Specification and the following: install 2" diameter rigid Polyvinyl Chloride conduit in vertical position within the concrete retaining wall with 90 degree, long sweep radius elbows on top and on bottom; the bottom elbow shall be encased in cast iron pipe. Ends of the 2" diameter rigid Polyvinyl Chloride conduit elbows protruding out of the retaining wall shall be capped with appropriate fittings in a manner approved by the Engineer.

Method of Measurement: This work will be measured for payment in feet along the centerline of conduit completed in place, including all fittings.

Basis of Payment: This work will be paid for at the contract unit price per foot for "CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Fittings will not be paid for separately, but shall be included in the contract unit price per foot for "CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC".

SPECIAL PROVISION

DUCTILE IRON PIPE PROTECTION SYSTEM

Description: This item shall consist of the construction of a Ductile Iron Pipe Protection System at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 550 and Articles 1006.08 and 1006.09 of the Standard Specification, and as directed by the Engineer.

Materials: The expansion bolts shall be of galvanized steel per the requirements of 1006.08 and 1006.09. The 24" diameter ductile iron pipe and fittings shall conform to ANSI A21.51, Class 52 Specification. Pipe clamps shall be stainless steel or galvanized and equipped with PVC or neoprene lining for corrosion protection.

Submittals: Pipe clamp dimensions, materials, and manufacturers specifications shall be submitted to the Engineer for approval prior to installing the ductile iron pipe.

Construction Requirements: Mount ductile iron pipe firmly to the south abutment retaining wall vertically as shown on the plans directly upstream of cast iron soil pipe stubs, using manufacturer supplied pipe clamps.

Method of Measurement: This work will be measured for payment as a Lump Sump item.

Basis of Payment: This work will be paid for at the contract lump sump price "DUCTILE IRON PIPE PROTECTION SYSTEM", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION

DUCTILE IRON GAGE PIPE EXTENSION

Description: This item shall consist of the construction of a Ductile Iron Gage Pipe Extension at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 550 of the Standard Specification, and as directed by the Engineer.

Materials: The 3" diameter ductile iron pipe and fittings shall conform to ANSI A21.51, Class 52 Specification and have mechanical joint connections.

Construction Requirements: The Contractor shall locate the existing 2" steel pipe tailwater gage pipe. The new 3" diameter ductile iron pipe shall be connected to the existing 2" steel pipe with a class "SI" concrete collar. Ductile iron pipe shall be laid in an excavated trench to the point shown on the plans, except that where the pipe passes through Riprap for Stilling Basin with large 48" diameter boulders, the pipe shall be encased in concrete as shown on the plans. The trench shall be backfilled and compacted with Sub-base Granular Material, Type A meeting the requirements of Articles 311.05 and 1004.04 of the Standard Specification, except that it is not required that the material be mixed at a central mixing plant if the desired moisture and compaction can be achieved by other methods.

Method of Measurement: This work will be measured for payment as a Lump Sum pay item.

Basis of Payment: This work will be paid for at the contract lump sum price for "DUCTILE IRON GAGE PIPE EXTENSION", which price shall be payment in full for all labor, equipment, ductile iron pipe, ductile iron fittings, excavation except for rock excavation, concrete encasement, materials, "SI" concrete collar, and all other items necessary to complete the work as specified herein. Backfill will be paid for at the contract unit price per cubic yard for "SUB-BASE GRANULAR MATERIAL, TYPE A". Headwall will be paid for at the contract unit price per each for "CONCRETE HEADWALL FOR PIPE DRAINS". Excavation in rock will be paid for at the contract unit price per cubic yard for "ROCK EXCAVATION".

SPECIAL PROVISION

TEMPORARY COFFERDAM SYSTEM

Description: This item shall consist of furnishing all engineering design, materials, equipment and labor necessary to construct, maintain and subsequently remove a Temporary Cofferdam System required for diversion and protection of the Fox River; the removal of fish from inside the cofferdam and the dewatering of the work area by pumping during construction in accordance with the details in the plans and as directed by the Engineer.

Construction Requirements: The Contractor shall submit drawings and design calculations for the temporary cofferdam system showing the proposed design, method of construction, removal, as well as other details left open to choice and not fully detailed on the plans. The Contractor is fully responsible for the design of the cofferdam and may propose any system including but not limited to earthen, prefabricated, or inflatable dams. The temporary cofferdam system and associated access structure/causeway calculations and drawings shall be signed and sealed by an Illinois Licensed Structural Engineer, and must be submitted and approved prior to the start of any work. These items shall be submitted to the Office of Water Resources, Division of Water Resource Management within the Illinois Department of Natural Resources for review and approval prior to commencing any work.

The IDNR, Regional Fisheries personnel (Silver Springs Office:630-553-6680) shall be included in the preconstruction conference to coordinate all notification terms required prior to the initiation of cofferdam dewatering. Upon completion of any cofferdam construction, no more than 75% of the water remaining inside the cofferdam will be removed from the interior of the cofferdam prior to the careful netting and removal of all fish species remaining inside the cofferdam. When such partial dewatered conditions exist inside the cofferdam, all fish shall be carefully removed from the interior of the cofferdam within 24 hours. Fisheries biologists or natural heritage biologists from the IDNR, will monitor the tasks described herein, as necessary. All fish removed from the interior of any cofferdam, will be carefully released back into the Fox River, downstream of the project construction limits, into flowing water at least 12 inches deep. When all fish have been carefully removed and relocated as noted above, the remainder of the water inside the cofferdam may be removed from the interior of the cofferdam upon approval of the engineer. When the cofferdam has been dewatered, the interior of the cofferdam will be inspected immediately for mussels. Any mussels observed will be carefully removed from the interior of the cofferdam and will be carefully released back into the Fox River, downstream of the project construction limits, into flowing water at least 12 inches deep.

The existing wetlands shall not be affected by the Cofferdam construction.

Except as otherwise provided, the Contractor shall not interrupt nor interfere with the natural flow of the Fox River through the dam site for any purpose without the written approval of the Engineer. The cofferdam system shall be moved down to the top of the existing dam crest elevation when it becomes evident that the cofferdam system will violate the criteria set forth in

the "Temporary Cofferdam System Notes" shown on sheet 11 of the Plans.

The Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for structures, pipelines, cutoffs, earth work, and rock work. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. The discharge of the removed water shall be controlled to prevent damage or increased turbidity of the Fox River and shall meet the approval of the Engineer and applicable state and federal regulations. Discharge of water shall be into dewatering basins shown in the plan details or other methods approved by the Engineer, which shall be duly maintained and cleaned of sediment deposits as necessary to control turbidity in the river. The Contractor shall also conform to all applicable state requirements for the interception of water at all areas outside the cofferdams before entering the construction area and for minimizing erosion and sedimentation. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at Contractor's cost. The Contractor shall coordinate groundwater control measures with surface water diversions since the effectiveness of groundwater control will depend on the amount of surface water infiltration allowed by the diversion system. Existing storm water outflow capacity from outfalls discharging into the dewatered area shall be maintained.

All cofferdams or other temporary diversion and protective works upstream and downstream of the dam shall be completely removed from the river, in a manner approved by the Engineer. After having served their purpose, all materials placed for temporary diversion and protection shall remain the property of the contractor and shall be removed from the site.

Method of Measurement: This work will be measured for payment as a single lump sum item. All diversion structures and appurtenances required for any and all of the proposed work shall be included in the single lump sum item. Also included in the single lump sum are all costs associated with temporarily lowering the cofferdam to the dam crest elevation, and all costs associated with any necessary restoration of the cofferdam, fish and mussel removal and relocation, dewatering, cleanup and any necessary restoration/reconstruction of the project.

Basis of Payment: This work will be paid for at the contract lump sum price for "TEMPORARY COFFERDAM SYSTEM", which price shall be payment in full for all labor, equipment, materials, maintenance, dewatering basins or other approved turbidity control devices, water control, maintenance of existing storm water outfalls, fish and mussel removal and relocation, temporary lowering, cleanup, restoration, reconstruction, removal and disposal of materials and structures placed for diversion, engineering costs, and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION
SEDIMENT CONTROL, SILT FENCE MAINTENANCE

Description: This item shall consist of providing Sediment Control, Silt Fence Maintenance at the locations shown on the plans, in accordance with the details in the plans, the applicable portions of Article 280.05 of the Standard Specification, and as directed by the Engineer.

Construction Requirements: Sediment Control, Silt Fence Maintenance shall consist of maintaining silt fence that has fallen down or become ineffective as a result of natural forces. This work shall include the removal of sediment buildup from behind the silt fence when the sediment has reached a level one quarter of the above ground height of the fence, as directed by the Engineer. The need for silt fence maintenance or for additional silt fence to replace silt fence damaged by natural forces shall be immediately brought to the attention of the Engineer for approval. Silt fence damaged by the Contractor's operations or negligence shall be repaired at the Contractor's expense, as directed by the Engineer.

Method of Measurement: This work will be measured for payment, each incident, in feet of silt fence cleaned, re-erected, or otherwise maintained. Erection of new silt fence required to replace silt fence damaged by natural forces shall not be measured under this pay item.

Basis of Payment: This work will be paid for at the contract unit price per foot for "SEDIMENT CONTROL, SILT FENCE MAINTENANCE", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Erection of new silt fence required to replace silt fence damaged by natural forces shall be paid for separately at the contract unit price per foot for "SEDIMENT CONTROL, SILT FENCE".

SPECIAL PROVISION
SEDIMENT CONTROL, SILT FENCE

Description: This item shall consist of the construction of Sediment Control, Silt Fence of the type specified herein and at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 1080.02 of the Standard Specification, and as directed by the Engineer.

Materials: The Silt Fence shall be manufactured of geotextile fabric conforming to Section 1080.02 of the Standard Specification, and the following specifications:
Sediment Control, Silt Fence fabric shall conform to the specifications of AASHTO M288-00 for Temporary Silt Fence, < 50% elongation, unsupported. This fabric shall be 36 in width. The manufacturer shall furnish a certification with each shipment of silt fence material, stating the amount of product furnished, and that the material complies with these requirements. Sediment Control, Silt Fence support posts shall be of 2x2 inch nominal hardwood, a minimum of 4.0 foot long.

Construction Requirements: This silt fence shall consist of a continuous silt fence adjacent to an area of construction to intercept sheet flow of water borne silt and sediment, and prevent it from leaving the area of construction or enter onto wetland areas.

The silt fence shall be supported on hardwood posts spaced on a maximum of 8 foot centers. The bottom of the fabric shall be installed in a backfilled and compacted trench a minimum of 6 inches deep, and securely attached to the hardwood post by a method approved by the Engineer. The minimum height above ground for all silt fence shall be 30 inches.

Upon completion of the contract, all materials shall become the property of the Department and shall remain in place unless otherwise indicated on the Plans or by the Engineer, in which case they shall be removed offsite and disposed of at no expense to the Department.

Method of Measurement: This work will be measured for payment in place in linear feet along the post line of the fence. Silt fence designated to be removed, by either the Plans or the Engineer, will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per foot for "SEDIMENT CONTROL, SILT FENCE", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Silt fence to be removed shall not be paid for separately, but shall be included in the contract unit price per foot for "SEDIMENT CONTROL, SILT FENCE".

SPECIAL PROVISION
PRECAST CONCRETE BOX CULVERT 5' X 3'

Description: This item shall consist of the construction of Precast Concrete Box Culverts 5' X 3' of the type specified at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 540 of the Standard Specification, and as directed by the Engineer.

Materials: The Precast Concrete Box Culverts 5' X 3' shall conform to the requirements of AASHTO M 273M (M 273); steel reinforcement shall conform to Table 1 of the same specification.

Basis of Payment: This work will be paid for at the contract unit price per foot for "PRECAST CONCRETE BOX CULVERTS 5' X 3'", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION
RELOCATE SIGN PANEL AND POST

Description: This item shall consist of the removal of sign posts with sign panels at locations specified on the plans, temporary storage of the panels, and subsequent installation back at the existing locations or as directed by the Engineer. The existing sign posts shall be replaced in kind with new posts. All necessary mounting hardware shall be provided to attach the existing sign panels to the new posts. Hardware shall be of similar quality and type as compared to the existing mounting hardware. The sign panel and sign posts shall be removed and relocated in accordance with the applicable portions of Section 720 and 730 of the Standard Specification, and as directed by the Engineer.

Method of Measurement: This work will be measured for payment per each sign removed and relocated.

Basis of Payment: This work will be paid for at the contract unit price per each for "RELOCATE SIGN PANEL AND POST", which price shall be payment in full for all labor, removal of existing panels and posts, storage of existing panels, new mounting hardware and new posts, installation, equipment, materials and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION

CURING AND PROTECTION OF CONCRETE STRUCTURES

Description: This item shall consist of the curing and protection of concrete structures at locations shown on the plans, in accordance with the applicable portions of Sections 503 and 1020 of the Standard Specification, and as directed by the Engineer.

Prior to concrete placement, the Contractor shall submit the following for approval by the Engineer:

- 1) Temperature Control Plan. The plan shall include all necessary information regarding concrete materials, concrete mix, placement methods, curing methods and other means proposed to control concrete and differential temperatures between the concrete and air adjacent to concrete surfaces during placement and curing of concrete structures.
- 2) Plastic Shrinkage Crack Control Plan. The plan shall include all necessary information regarding concrete materials, concrete mix, placement methods, curing methods and other means proposed to control shrinkage cracking of concrete structures.

Construction Requirements:

- a) Curing of Concrete Structures. Curing shall be in accordance with Article 1020.13(d) and the methods listed under Article 1020.13(a) as follows:

Structure Component	Article 1020.13(a) Method(s)
Footings, Foundations, Stairs	(1), (2), (3), or (4)
Abutments, Walls, Retaining Walls	(1) or (3)
Spillway Steps, Spillway Notch, Ogee Dam	(3)

- b) Protection of Structures from Low Temperatures. Protection of footings shall be in accordance with Article 1020.13(e). Protection of all other concrete paid for as Concrete Structures shall be in accordance with Article 1020.13(e) Protection Method I or Protection Method II. Air temperatures adjacent to concrete surfaces shall be controlled such that the temperature differential between the air temperature adjacent to the concrete surface and the concrete temperature 2 inches inside the concrete structure is less than 25 degrees F. Suitable temperature measuring devices approved by the Engineer shall be furnished and installed by the Contractor as directed by the Engineer.
- c) Temperature Control for Placement. Temperature of concrete for placement of footings and foundations shall be in accordance with Article 1021.01. The temperature of the concrete mixture as placed in the forms for all other concrete paid for as Concrete Structures shall be in accordance with Article 1021.01 and the following:

- 1) When the ambient air temperature is less than 75 degrees F, the temperature of the concrete mixture as placed in the forms shall be not less than 50 degrees F or more than 80 degrees F.
 - 2) When the ambient air temperature is greater than or equal to 75 degrees F, the temperature of the concrete mixture as placed in the forms shall be not less than 25 degrees F below the ambient air temperature nor more than 85 degrees F. Cooling of the mixing water and aggregates, or both, may be required to obtain an adequate placing temperature. Steel forms and reinforcement shall be cooled prior to concrete placement when steel temperatures are greater than 120 degrees F.
- d) Plastic Shrinkage Cracking. The Contractor shall institute special means to prevent plastic shrinkage cracking in all concrete paid for as Concrete Structures other than footings and foundations. Plastic shrinkage cracks that occur in walls shall be filled by injection of epoxy resin as directed after the concrete hardens. Plastic shrinkage cracks that occur in concrete structures serving as water flow control devices including spillways steps, impact block, ogee, and ogee notch concrete shall be cause for rejection of the work.

Method of Measurement: This work will be measured for payment in accordance with Article 503.21 of the Standard Specifications.

Basis of Payment: Curing and protections, as specified, will not be paid for separately but shall be considered as included in the contract unit price bid for the concrete item involved.

SPECIAL PROVISION

STONE FACE FINISH

Description: This item shall consist of all labor and materials required to provide a Stone Face Finish to concrete surfaces of the type specified at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Section 503 of the Standard Specification, and as directed by the Engineer.

The stone faced pattern shall be similar to that shown in the plans and shall be constructed utilizing suitable form liners. The form liner and the pattern shall be approved by the Engineer before commencing work.

Material Requirements: Form liners may be single or multiple use type. Number of uses shall not exceed manufacturer recommendations for the type of form liner supplied. Form liners shall be of one manufacturer and one form type.

Form ties shall be of the "snap tie" type with sufficient break-back so that holes can be plugged.

Construction Requirements: Form liners shall be installed in accordance with manufacturer recommendations. The form liner shall produce a stone faced pattern similar to that shown in the plans. The Contractor shall submit to the Engineer for approval a 2 foot x 2 foot sample panel. The sample panel shall be cast in a vertical position using the concrete mix and aggregate proposed for use in the work. Concreting operations and stripping of forms in preparation of the sample panel shall follow actual work procedures insofar as is practical. The approved panel shall be used as the control for the appearance of the finished work and work unsatisfactory to the Engineer shall be corrected, or redone as required by the Engineer.

Multiple use form liners shall be cleaned before each use. Form liners shall be installed with vertical and horizontal lines plumb and along the same lines. Custom trimmed pieces shall be installed in the lower portion of the panel. Adjacent sections of liners between construction or expansion joints shall form a continuous random stone face pattern. Miter liner edges abutting a chamfer or reveal strip. Replace damaged or repaired form liners prior to placing concrete. Expansion and contraction of form liners shall be taken into consideration when attaching form liners to forms. Attachment points to forms shall be random. Drill or pierce form liner to accommodate form ties. Form liner joints, accessory joints, and tie holes shall be sealed prior to concrete placement. The specified clearance of reinforcement bars shall be measured from the deepest indentation of the stone faced finish to the face of the reinforcement bar.

Method of Measurement: This work will be measured for payment in square feet calculated to the exact dimensions of placement, as shown on the plans or as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per square foot for STONE FACE FINISH, which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION

NONMETALLIC WATERSTOP

Description: This item shall consist of furnishing all labor, materials, equipment, technical assistance, and materials to provide and install Nonmetallic Water stops at expansion joints, construction joints, and interfaces of new to existing concrete as shown on the plans to create a continuous diaphragm to seal the joints against the infiltration of moisture. This work shall be performed in accordance with this Special Provision and the applicable portions of Sections 503 and 1054 of the Standard Specification, and as directed by the Engineer.

Non-metallic bulb type and retrofit type water stops shall be either thermoplastic or rubber. Non-metallic hydrophilic water stops shall be chloroprene rubber.

Materials:

Intersection and change of direction water stops shall be shop fabricated.

Non-metallic water stops shall be manufactured from a prime virgin resin, reclaimed material is not acceptable. The compound shall contain plasticizers, stabilizers, and other additives to meet specified requirements. Rubber water stops shall conform to U.S. Army Corp of Engineers CARD-C 513. Polyvinylchloride water stops shall conform to U.S. Army Corp of Engineers CARD-C 572. Thermoplastic Electrometric Rubber water stops shall conform to ASTM D 471.

Non-metallic hydrophilic water stops shall be a sellable strip type compound of polymer modified chloroprene rubber that swells upon contact with water and shall conform to ASTM D 412 as follows:

Tensile Strength. The tensile strength shall not be less than 420 phis.

Elongation. The ultimate elongation shall not be less than 600 percent.

Hardness. The Shore a Udometer hardness shall not be less than 50.

Volumetric Expansion. The volumetric expansion ratio in distilled water at 70 degrees F shall not be less than 3 to 1.

All waterstops and bonding agents shall be of the same manufacturer.

Construction Requirements: Waterstops shall be installed to form a continuous water-tight diaphragm. Adequate provision shall be made to support and completely protect the waterstops during the progress of the work. Any waterstop punctured or damaged shall be repaired or replaced. Exposed waterstops shall be protected during application of form release agents to avoid being coated. Suitable guards shall be provided to protect exposed projecting edges and ends of partially embedded waterstops from damage when concrete placement has been discontinued.

Retrofit and hydrophilic waterstops shall be installed on smooth, even, and clean concrete

surfaces. Hydrophilic waterstops shall be bonded to existing concrete surfaces with a compatible contact adhesive and fastened with concrete nails as indicated on the plans. Retrofit waterstops shall be bonded to existing concrete with a compatible bed of epoxy gel as recommended by the manufacturer and mechanically secured as indicated on the plans.

Splices shall be made by certified trained personnel using approved equipment and procedures and in accordance with manufacturer instructions and the following:

- a) Rubber waterstops. Splices shall be vulcanized or shall be made using cold bond adhesive as recommended by the manufacturer.
- b) Polyvinylchloride or Thermoplastic Elastomeric Rubber waterstops. Splices shall be made by heat sealing the adjacent waterstop edges together using a thermoplastic splicing iron utilizing a non-stick surface specifically designed for waterstop welding. The correct temperature shall be used to sufficiently melt without charring the plastic. The spliced area, when cooled, shall show no signs of separation, holes, or other imperfections when bent by hand in as sharp an angle as possible.
- c) Hydrophilic waterstops. Ends to be joined shall be miter cut with a sharp knife or shears. The ends shall be adhered with cyanacrylate (super glue) adhesive. When joining hydrophilic type waterstop to polyvinylchloride waterstop, a liberal amount of a single component hydrophilic sealant shall be applied to the junction to complete the transition.

Edge welding will not be permitted. Centerbulbs shall be compressed or closed when welding to non-centerbulb type. Waterstop splicing defects which are unacceptable include, but are not limited to the following:

- 1) Tensile strength less than 80 percent of the parent section.
- 2) Free lap joints.
- 3) Misalignment of centerbulb, ribs, and end bulbs greater than 1/16 inch.
- 4) Misalignment of which reduces waterstop cross section more than 15 percent.
- 5) Bond failure at joint deeper than 1/16 inch or 15 percent of material thickness.
- 6) Misalignment of waterstop splice resulting in misalignment of waterstop in excess of 1/2 inch in 10 feet.
- 7) Visible porosity in the weld area, including pin holes.
- 8) Charred or burnt material.
- 9) Bubbles or inadequate bonding.
- 10) Visible signs of splice separation when cooled splice is bent by hand at a sharp angle.

Technical assistance from the manufacturer during installation shall be furnished at no additional cost.

Method of Measurement: Nonmetallic Waterstop will not be measured for payment.

Basis of Payment. "NONMETALLIC WATERSTOP", as specified, will not be paid for separately but shall be considered as included in the contract unit price bid for the concrete item involved.

SPECIAL PROVISION

ARTICULATED BLOCK REVETMENT MAT

Description: This item shall consist of the construction of Articulated Block Revetment Mats of the type specified at locations shown on the plans, in accordance with the details in the plans, the applicable portions of Sections 285, 282 and 1024 of the Standard Specification and as directed by the Engineer.

Materials: The blocks shall be closed cell. The filter fabric placed under the revetment mat shall be of woven monofilament meeting the requirements of Article 1080.02 of the Standard Specification, with the following modifications for minimum average roll values:

- | | |
|---|--------------------------------|
| 1. Grab Tensile Strength - ASTM D 4632 | 250 pounds |
| 2. Grab Elongation at break - ASTM D 4632 | 10% |
| 3. Puncture Strength - ASTM D 4833 | 100 pounds |
| 4. Trapezoidal tear strength ASTM D 4533 | 90 pounds |
| 5. Flow Rate - ASTM D4491 | 145 gallons/minute/square foot |
| 6. Percent Open Area COE-02215-86 | 10% |

Construction Requirements: The revetment mats shall be placed as described in the applicable portions of Section 285 of the Standard Specification. Where the mat joins against the existing blocks not damaged by excavation, against the Denil Fishway Walls, or against proposed riprap, individual precast concrete revetment blocks or grout conforming respectively to Sections 285 and 1024 of the Standard Specification shall be used to fill the void space.

Filter fabric shall be placed according to the applicable portions of Article 282.05 of the Standard Specification, and shall be placed directly beneath the articulated block revetment mat.

Basis of Payment: This work will be paid for at the contract unit price per square yard for "ARTICULATED BLOCK REVETMENT MAT", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Cost of individual precast concrete revetment blocks or grout when required shall not be paid for separately, but shall be included in the contract unit price per square yard for "ARTICULATED BLOCK REVETMENT MAT". Filter fabric conforming to the specifications given herein will be paid for according to Article 210.06 of the Standard Specification.

SPECIAL PROVISION
SEEDING, CLASS 4B (MODIFIED)

Description: All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein. The Class 4B (Modified) seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotypes and will be from a radius of 150 miles from the site. The Class 4B (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials: Article 250.07 – Seeding Mixtures. Add the following to Table 1:

Seeding Class 4B Modified – Wetland Grass and Forb Mixture

<u>Seeds</u>	<u>(Lb/Acre)</u>
Oats, Spring	25.0
Redtop	25.0
Panicum virgatum (Switch Grass)	0.5
Scirpus fluviatilis (River Bulrush)	1.0
Scirpus acutus (Hardstemmed Bulrush)	1.0
Asclepias incarnata (Swamp Milkweed)	0.5
Helenium autumnale (Autumn Sneezeweed)	0.5
Vernonia fasciculata (Ironweed)	0.5
Vernonia altissima (Tall Ironweed)	0.5

Method of Measurement: This work will be measured for payment according to Article 250.09 of the Standard Specification.

Basis of Payment: This work will be paid for at the contract unit price per acre for “SEEDING, CLASS 4B (MODIFIED)”, which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION
IMPERVIOUS BACKFILL

Description: This item shall consist of furnishing all materials, equipment and labor necessary for the construction of a five foot length of impervious backfill abutting the upstream end of the porous granular embankment along the Denil Fish Ladder.

Construction Requirements: This work shall be in accordance with Article 502.10 of the Standard Specifications with the following exceptions:

1. All materials which are proposed for the impervious backfill construction shall be approved by the Engineer.
2. All impervious backfill shall be placed on the wet side of optimum compacted to not less than 95% of the standard proctor laboratory maximum dry density.
3. The completed compacted impervious backfill shall not have a permeability greater than 1×10^{-5} centimeters per second and the combined materials shall have a minimum plasticity index (PI) of 11.
4. Materials for the impervious backfill shall consist of clays, silty clays or clayey silts that contain less than 5% organics. Silts and clays containing or mixed with some sand and/or gravel (maximum 25%) may be used if such materials are sufficiently impermeable and suitable for compacting. The distribution and gradation of the materials shall be such that no lenses, pockets, streaks, or layers of material differ substantially in texture or gradation from the surrounding material. In all cases the completed compacted impervious backfill shall meet the permeability and plasticity requirements stated in Item 3 above. No rock, stones, or broken concrete more than 3" in the largest dimension shall be used anywhere within the impervious backfill. All materials shall be free of metals, wood, or other decayable materials.

In order to determine the suitability of the proposed material, at least one sample of proposed material shall be obtained and tested and submitted to the Engineer for approval. The following tests shall be performed by a reputable and experienced soils testing laboratory:

1. Standard Proctor Laboratory Density (AASHTO T99-Method A or C)
 2. Natural water content
 3. Particle-size Analysis
 4. Hydrometer Analysis
 5. Liquid and Plastic Limits, Plasticity index of soils (ASTM D-4318-00)
 6. Laboratory determination of the permeability of a sample compacted to 95% Standard Proctor Laboratory Density
5. Frozen clay materials will not be accepted.

Basis of Payment: This work will not be paid for separately but shall be considered as included in the contract unit price for Concrete Structures.

SPECIAL PROVISION
CONSTRUCTION PROCEDURE

The Contractor's attention is directed to the fact that the U.S. Army Corps of Engineers, the Illinois Environmental Protection Agency and the Office of Water Resources have or will issue permits for this project. The Office of Water Resources has also prepared a Conservation Plan for the project. These permits and Conservation Plan contain certain requirements which may affect the construction of this project. In addition, the Contractor is required to certify that he understands the terms of the general National Pollution Discharge Elimination System (NPDES) permit Number ILR10, issued by the Illinois Environmental Protection Agency, and shall abide by its terms and the Storm Water Pollution Prevention Plan included herein. Copies of these permits along with application forms and instructions are included in this special provision. These permits contain certain requirements which may affect the construction of this project.

It will be the responsibility of the Contractor to familiarize himself with the requirements of the above-mentioned permits and Conservation Plan, and conduct his work in accordance with those requirements and the special provision contained herein. See the following pages for copies of these permits and Conservation Plan.

Should the Contractor desire to use materials, construction methods, or procedures which differ substantially from that authorized by the granted permits and/or Conservation Plan, it is the responsibility of the Contractor to obtain approved amendments to the permits and/or Conservation Plan.

All costs incurred by the Contractor in complying with the applicable requirements of the above-mentioned permits and Conservation Plan shall be considered as completely covered by the contract unit prices bid for the various items of work in the proposal.

DEPARTMENT OF THE ARMY PROVISIONAL PERMIT

Permit Number: CEMVR-OD-P-2004-1781

Section 10/404

Permittee: Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271

POC: Mr. Loren Wobig
Tel: (217) 782-9130

Effective Date:

Expiration Date: 31 December 2010

Issuing Office: U.S. Army Corps of Engineers, Rock Island District
Clock Tower Building - P.O. Box 2004
Rock Island, Illinois 61204-2004

You are authorized to perform work in accordance with the terms and conditions specified below.

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

Project Description: The permittee will rehabilitate an existing low-head dam on the Fox River. The new structure will be transformed into a stepped spillway weir with a canoe/kayak and fish passage channel which no longer spans the entire river channel. The construction work will occur in the following two phases.

Phase I. The weir structure will consist of a 410-foot-long stepped spillway downstream of the ogee crest constructed between two abutments (North and South abutments). A 120-foot-wide rock ramp will be temporarily constructed between the South abutment and the left descending bank. A Denil fish ladder will be constructed between the North abutment and the right descending bank. Earthen cofferdams will be constructed for dewatering the site during construction activities. All earthen fill utilized for the cofferdams will be removed and pre-construction contours will be re-established.

Phase II. Phase II involves the removal of the 120-foot-wide temporary rock ramp and the construction of the by-pass channel. The by pass channel will consist of a series of pools for fish bypass as well as a canoe/kayak recreational course. Any earthen cofferdams necessary for construction will be removed upon completion of this phase of the project.

Project Location: Fox River, in Sections 33 and 34, Township 37 North, Range 7 East, in Yorkville, Kendall County, Illinois.

In accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit.

Drawing(s) No. CEMVR-OD-P-2004-1781	Sheet 1 of 6,	Location Map
	Sheet 2 of 6,	Plan View
	Sheet 3 of 6,	Plan View
	Sheet 4 of 6,	Cross Sections
	Sheet 5 of 6,	Plan View
	Sheet 6 of 6,	Cross Sections

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on the date specified on page 1. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before that date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party, in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Condition is not applicable for Section 10 Permits.)

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. That the conditions listed in the State Section 401 Water Quality Certification letter from the Illinois Environmental Protection Agency (when issued), are considered to be part of this permit.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above). -57-

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

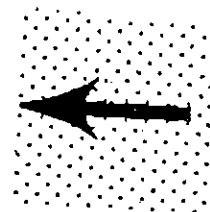
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Permittee

Date



**SIGN
HERE**

This issuing officer for this permit is Duane P. Gapinski, Colonel, U.S. Army, District Engineer, Rock Island District.

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, and in accordance with CEMVR-OD-P appointment order 28 March 2000 has signed below.

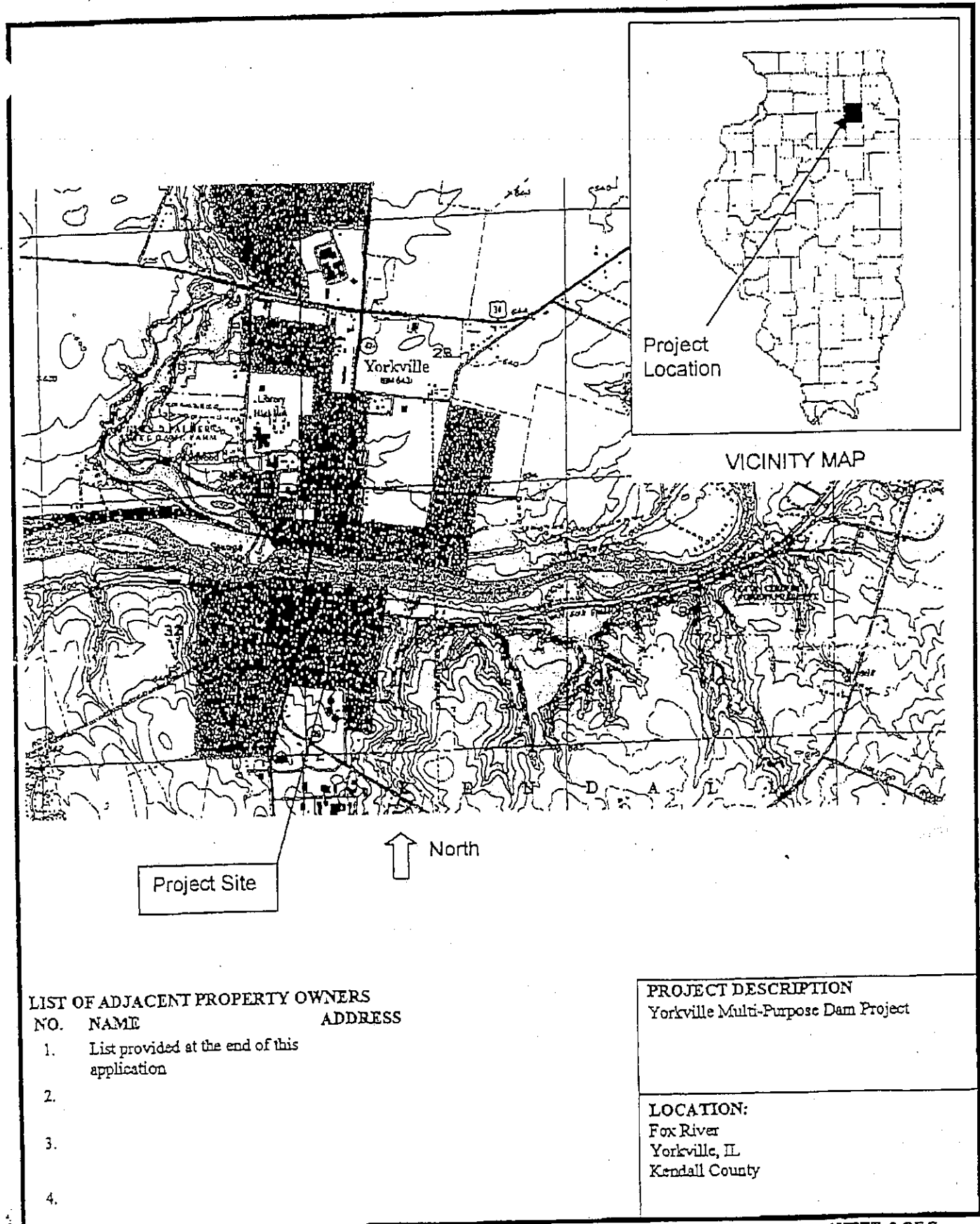
John G. Betker
Project Manager

Date

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

Transferee

Date



LIST OF ADJACENT PROPERTY OWNERS

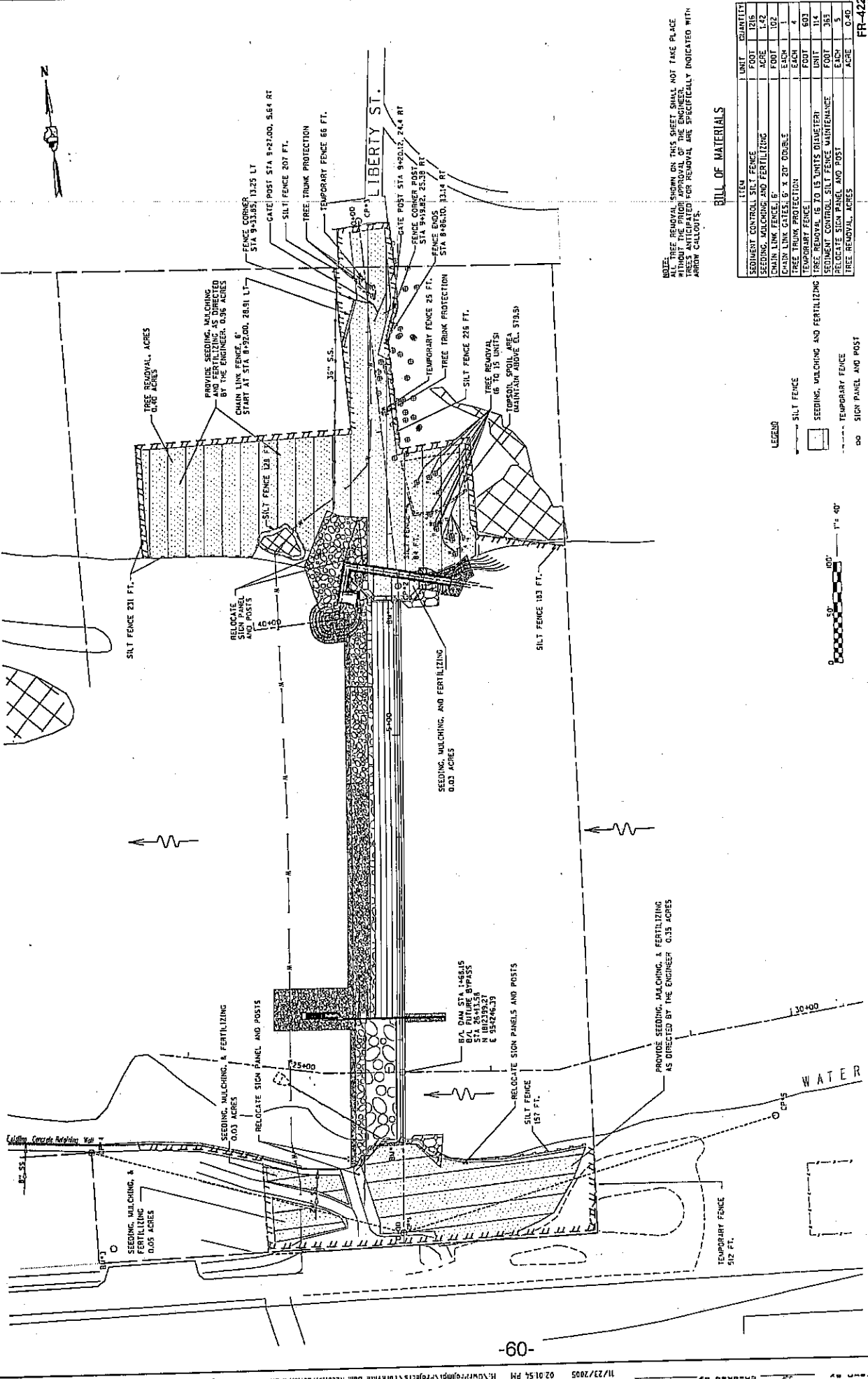
NO.	NAME	ADDRESS
1.	List provided at the end of this application	
2.		
3.		
4.		

PROJECT DESCRIPTION
 Yorkville Multi-Purpose Dam Project

LOCATION:
 Fox River
 Yorkville, IL
 Kendall County

NCR FORM 426
 08 AUG 02

- CORPS OF ENGINEERS COPY
 IDNR/OWR COPY
 IEPA COPY
 APPLICANT'S COPY



NOTE: ALL TREE REMOVAL SHOWN ON THIS SHEET SHALL NOT TAKE PLACE WITHOUT THE PRIOR APPROVAL OF THE ENGINEER. MATERIALS TO BE REMOVED OR PLANTED SHALL BE SPECIFICALLY INDICATED WITH AN ARROW CALLOUT.

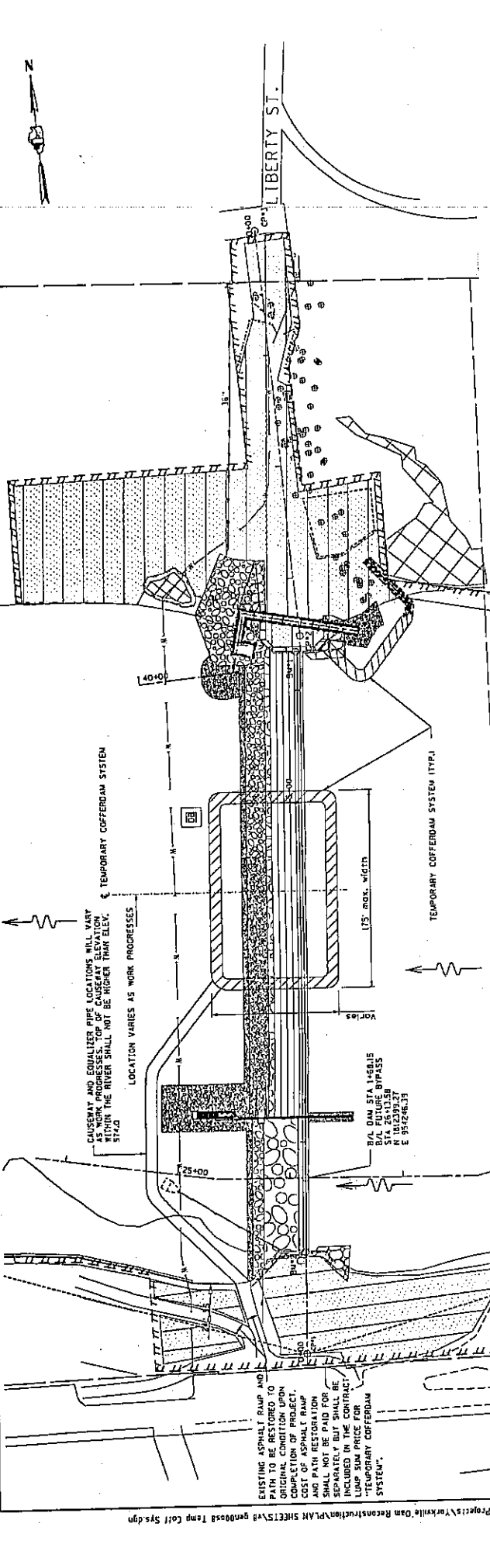
BILL OF MATERIALS

ITEM	UNIT	QUANTITY
SEDIMENT CONTROL SILT FENCE	FOOT	1216
SEEDING, MULCHING AND FERTILIZING	ACRE	1.42
CHAIN LINK FENCE, 6'	FOOT	102
CHAIN LINK GATES, 6' x 20' DOUBLE	EACH	1
TREE TRUNK PROTECTION	EACH	4
TEMPORARY FENCE	FOOT	603
TREE REMOVAL 15 UNITS DIAMETER	UNIT	114
SEDIMENT CONTROL SILT FENCE MAINTENANCE	FOOT	353
RELOCATE SIGN PANEL AND POST	EACH	5
TREE REMOVAL, ACRES	ACRE	0.40

LEGEND

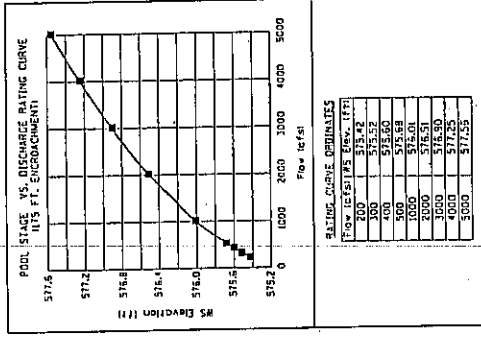
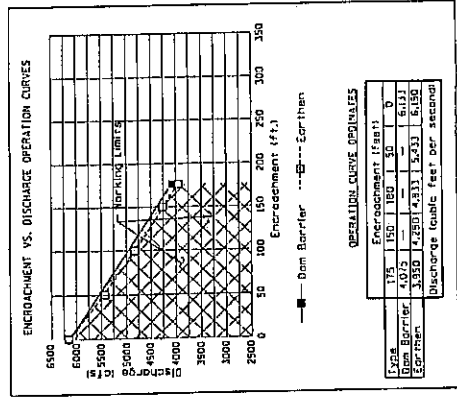
- SILT FENCE
- SEEDING, MULCHING AND FERTILIZING
- RELOCATE SIGN PANEL AND POST
- SIGN PANEL AND POST





SHOULDERS OR OTHER CUTOFF SEALING MEASURE TO AVOID IMPACTS TO WETLAND. ENGINEER SHALL APPROVE SEALING MEASURE PRIOR TO INSTALLATION. COST OF SEALING MEASURE SHALL BE INCLUDED WITH "TEMPORARY COFFERDAM SYSTEM".

TEMPORARY COFFERDAM SYSTEM NOTES:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING AND CONSTRUCTING THE COFFERDAM SYSTEM. THE LOCATION OF THE COFFERDAM SHALL BE DETERMINED BY THE CONTRACTOR BASED UPON THE "ENCROACHMENT VERSUS DISCHARGE" OPERATION CURVES SHOWN ON THIS SHEET. THESE CURVES REPRESENT ACCEPTABLE WATER SURFACE PROFILES DIRECTLY DOWNSTREAM OF THE DAM. THE CONTRACTOR SHALL ESTABLISH THE LIMITS FOR AN OPERATIONAL COFFERDAM SYSTEM CONSTRUCTED IN THE POOL AREA UPSTREAM OF THE DAM. THE "UPPER" CURVE ESTABLISHES THE LIMITS FOR A PREFABRICATED TYPE COFFERDAM SYSTEM CONSTRUCTED ON THE CREST OF THE EXISTING DAM.
 THE CONTRACTOR SHALL AT ALL TIMES OPERATE WITHIN THE LIMITS STATED ABOVE. IN ADDITION TO THESE LIMITS THE CONTRACTOR SHALL NOT CONSTRUCT A COFFERDAM OR MULTIPLE COFFERDAMS WITHIN THE MAXIMUM WIDTH UNDER THESE LIMITS PERPENDICULAR TO THE RIVER BASED UPON THE ENCROACHMENT VERSUS DISCHARGE OPERATION CURVES. THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON MORE THAN TWO SECTIONS (SEE SHEET IS 44) OF THE SPILLWAY AT A TIME.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS IF HE/SHE CHOOSES TO BUILD AND/OR OPERATE THE COFFERDAM SUCH THAT THE UPPER LIMITS ON THE "ENCROACHMENT VERSUS DISCHARGE" OPERATION CURVES ARE VIOLATED, AT NO EXTRA COST TO THE DEPARTMENT.
 THE CONTRACTOR SHALL ASSUME ALL RISKS OF DAMAGES TO HIS EQUIPMENT AND MATERIALS CAUSED BY COFFERDAM OVERTOPPING OR FAILURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF HIS PERSONNEL IN THE CASE OF COFFERDAM OVERTOPPING OR FAILURE.
 THE COFFERDAM SYSTEM SHALL BE MOVED DOWN TO THE TOP OF THE EXISTING DAM PREST ELEVATION WHEN IT BECOMES EVIDENT THAT THE COFFERDAM SYSTEM WILL VIOLATE THE CRITERIA SET FORTH ABOVE. THE COST OF THIS ADJUSTMENT SHALL BE INCLUDED IN "TEMPORARY COFFERDAM SYSTEM".



Flow (cfs)	Encroachment (ft)
175	1.50
100	1.00
50	0.50
0	0
1000	4.075
2000	4.250
3000	4.333
4000	4.400
5000	4.450
6000	4.500
7000	4.540
8000	4.575
9000	4.600
10000	4.625

□	DEWATERING BASIN
□	TEMPORARY COFFERDAM SYSTEM

ITEM	UNIT	QUANTITY
TEMPORARY COFFERDAM SYSTEM	L	1

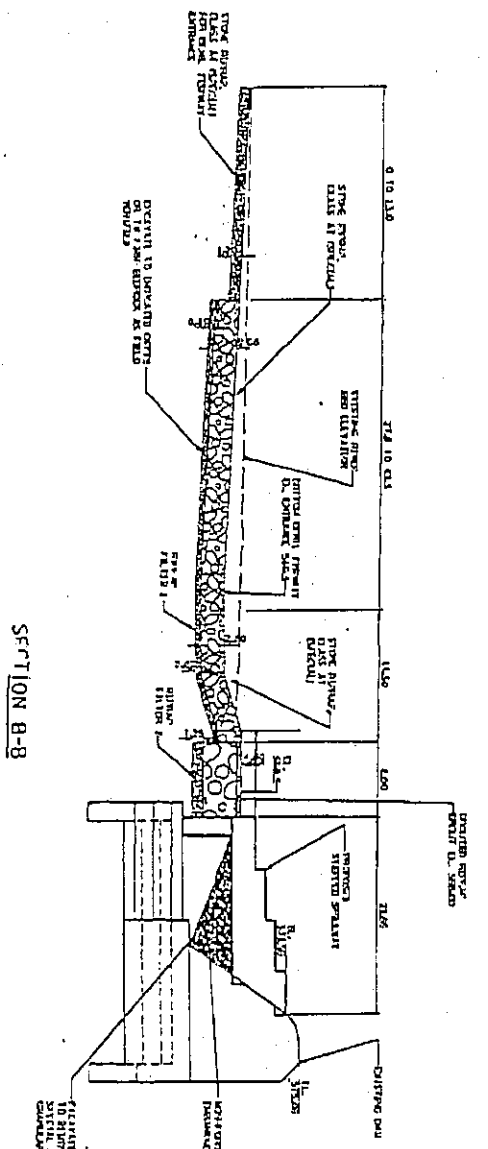
DWG. 338001.C10

TENG

GENERAL CROSS SECTIONS 1

HH-422

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
108-FILE 044 - MULTIPURPOSE DAM PROJECT - PHASE 1 - GORGE AND AUXILIARY IMPROVEMENTS
GENERAL CROSS SECTION 1
OFFICE OF WATER RESOURCES



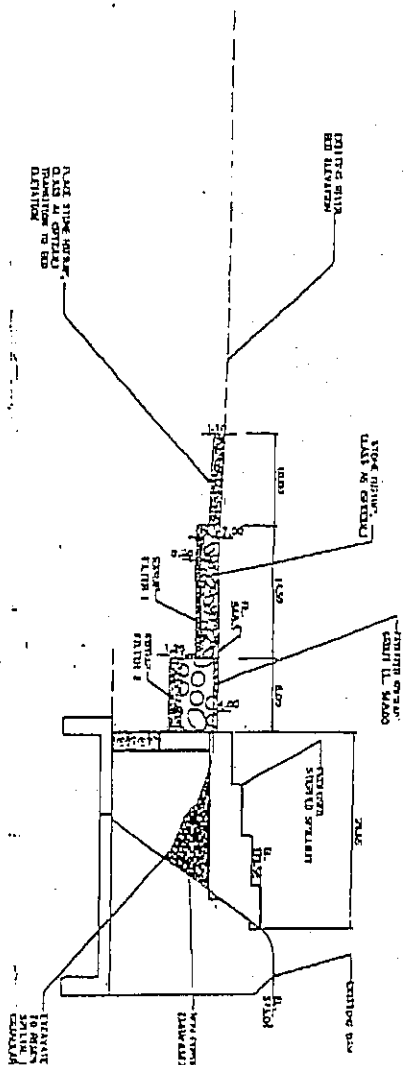
SECTION B-B

1. FINISH ELEVATION OF DAM TO BE 100.00 FEET
 2. FINISH ELEVATION OF DAM TO BE 100.00 FEET
 3. FINISH ELEVATION OF DAM TO BE 100.00 FEET

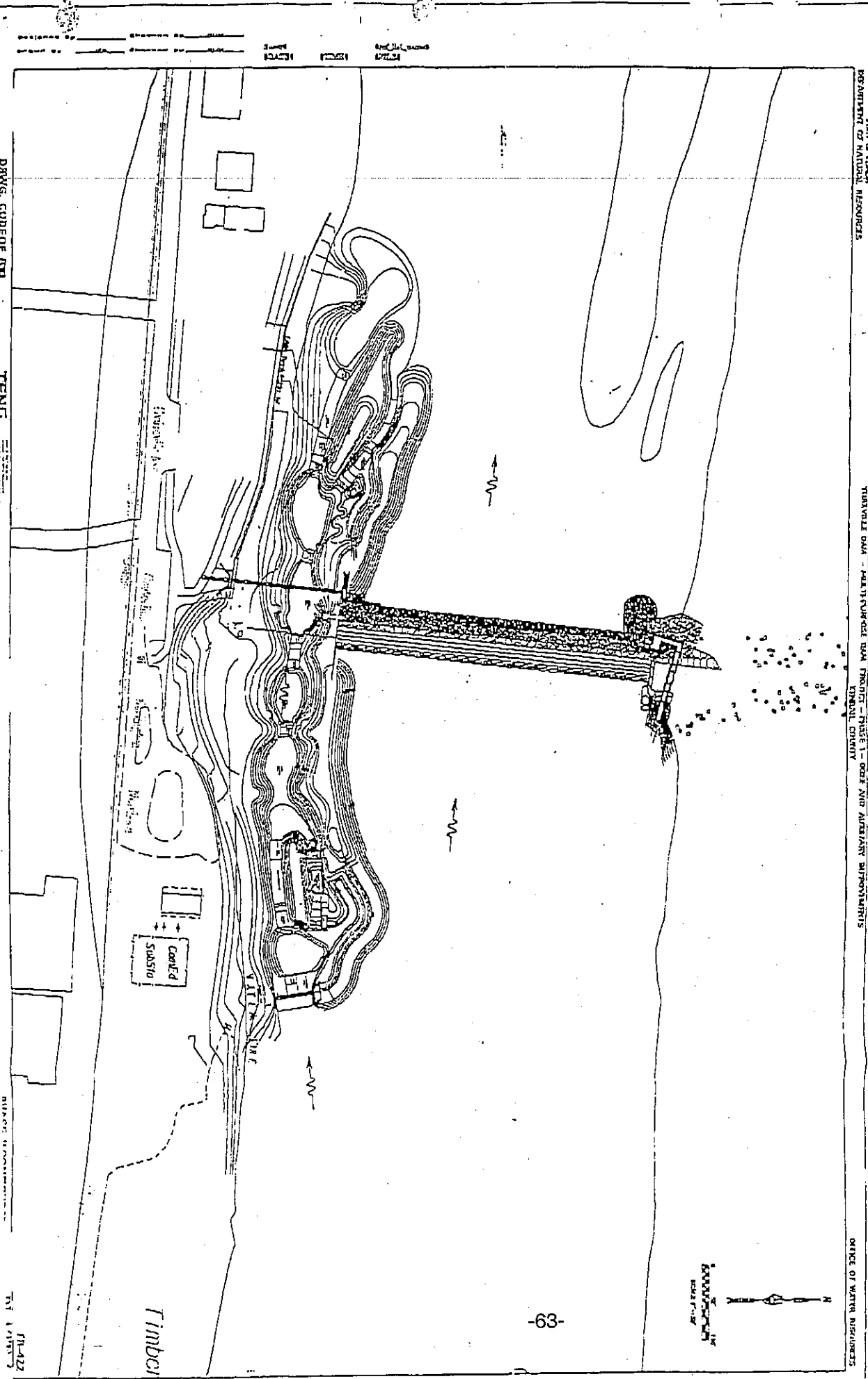
PLATE 2

CEMVR-OD-P-2004-1781
 Sheet 4 of 6
 Cross Sections

SECTION A-A



1. FINISH ELEVATION OF DAM TO BE 100.00 FEET
 2. FINISH ELEVATION OF DAM TO BE 100.00 FEET
 3. FINISH ELEVATION OF DAM TO BE 100.00 FEET



DEPARTMENT OF NATURAL RESOURCES

TUNGVALE DAM - PALEO-HISTORICAL DAM PROJECT - PHASE 1 - DRAFT AND AUXILIARY IMPROVEMENTS
TUNGVALE DAM PROJECT

OFFICE OF WATER RESOURCES

Scale
1" = 100'

CLM VR-OD-P-2004-1781
Sheet 5 of 6
Plan View

DRAWG. CODE: OP-003

TENG

DATE: 04/18/05

10/4/02

JURISDICTIONAL DETERMINATION
U.S. Army Corps of Engineers

Revised 8/13/04

DISTRICT OFFICE: CEMVR-OD-P ()
FILE NUMBER: 2004-1781

PROJECT LOCATION INFORMATION:

State: Illinois
County: Kendall
Center coordinates of site (latitude/longitude):
Approximate size of area (parcel) reviewed, including uplands: acres.
Name of nearest waterway: Fox River
Name of watershed:

JURISDICTIONAL DETERMINATION

Completed: Desktop determination Date: 1-19-05
Site visit(s) Date(s):

Jurisdictional Determination (JD):

- Preliminary JD - Based on available information, *there appear to be* (or) *there appear to be no* "waters of the United States" and/or "navigable waters of the United States" on the project site. A preliminary JD is not appealable (Reference 33 CFR part 331).
- Approved JD - An approved JD is an appealable action (Reference 33 CFR part 331).
Check all that apply:
- There are* "navigable waters of the United States" (as defined by 33 CFR part 329 and associated guidance) within the reviewed area. Approximate size of jurisdictional area:
- There are* "waters of the United States" (as defined by 33 CFR part 328 and associated guidance) within the reviewed area. Approximate size of jurisdictional area:
- There are* "isolated, non-navigable, intra-state waters or wetlands" within the reviewed area.
 Decision supported by SWANCC/Migratory Bird Rule Information Sheet for Determination of No Jurisdiction.

BASIS OF JURISDICTIONAL DETERMINATION:

- A. Waters defined under 33 CFR part 329 as "navigable waters of the United States":
 The presence of waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
- B. Waters defined under 33 CFR part 328.3(a) as "waters of the United States":
- (1) The presence of waters, which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.
- (2) The presence of interstate waters including interstate wetlands.
- (3) The presence of other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate commerce including any such waters (check all that apply):
- (i) which are or could be used by interstate or foreign travelers for recreational or other purposes.
- (ii) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
- (iii) which are or could be used for industrial purposes by industries in interstate commerce.
- (4) Impoundments of waters otherwise defined as waters of the US.
- (5) The presence of a tributary to a water identified in (1) - (4) above.
- (6) The presence of territorial seas.
- (7) The presence of wetlands adjacent to other waters of the US, except for those wetlands adjacent to other wetlands.

Rationale for the Basis of Jurisdictional Determination (applies to any boxes checked above). *If the jurisdictional water or wetland is not itself a navigable water of the United States, describe connection(s) to the downstream navigable waters. If B(1) or B(3) is used as the Basis of Jurisdiction, document navigability and/or interstate commerce connection (i.e., discuss site conditions, including why the waterbody is navigable and/or how the destruction of the waterbody could affect interstate or foreign commerce). If B(2, 4, 5 or 6) is used as the Basis of Jurisdiction, document the rationale used to make the determination. If B(7) is used as the Basis of Jurisdiction, document the rationale used to make adjacency determination.*

Lateral Extent of Jurisdiction: (Reference: 33 CFR parts 328 and 329)

- Ordinary High Water Mark indicated by:
 - clear, natural line impressed on the bank
 - the presence of litter and debris
 - changes in the character of soil
 - destruction of terrestrial vegetation
 - shelving
 - other: _____
- High Tide Line indicated by:
 - oil or seum line along shore objects
 - fine shell or debris deposits (foreshore)
 - physical markings/characteristics
 - tidal gages
 - other: _____

- Mean High Water Mark indicated by:
 - survey to available datum; physical markings; vegetation lines/changes in vegetation types.
- Wetland boundaries, as shown on the attached wetland delineation map and/or in a delineation report prepared by:

Basis For Not Asserting Jurisdiction:

- The reviewed area consists entirely of uplands.
- Unable to confirm the presence of waters in 33 CFR part 328(a)(1, 2, or 4-7).
- Headquarters declined to approve jurisdiction on the basis of 33 CFR part 323.3(a)(3).
- The Corps has made a case-specific determination that the following waters present on the site are not Waters of the United States:
 - Waste treatment systems, including treatment ponds or lagoons, pursuant to 33 CFR part 328.3.
 - Artificially irrigated areas, which would revert to upland if the irrigation ceased.
 - Artificial lakes and ponds created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins, or rice growing.
 - Artificial reflecting or swimming pools or other small ornamental bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.
 - Water-filled depressions created in dry land incidental to construction activity and pits excavated in dry land for the purpose of obtaining fill, sand, or gravel unless and until the construction or excavation operation is abandoned and the resulting body of water meets the definition of waters of the United States found at 33 CFR 328.3(a).
 - Isolated, intrastate wetland with no nexus to interstate commerce.
 - Prior converted cropland, as determined by the Natural Resources Conservation Service.
 - Explain rationale:
 - Non-tidal drainage or irrigation ditches excavated on dry land. Explain rationale: _____
 - Other (explain): _____

DATA REVIEWED FOR JURISDICTIONAL DETERMINATION (mark all that apply):

- Maps, plans, plots or plat submitted by or on behalf of the applicant.
- Data sheets prepared/submitted by or on behalf of the applicant.
 - This office concurs with the delineation report, dated _____, prepared by (company): _____
 - This office does not concur with the delineation report, dated _____, prepared by (company): _____
- Data sheets prepared by the Corps.
- Corps' navigable waters' studies:
- U.S. Geological Survey Hydrologic Atlas:
- U.S. Geological Survey 7.5 Minute Topographic maps:
- U.S. Geological Survey 7.5 Minute Historic quadrangles:
- U.S. Geological Survey 15 Minute Historic quadrangles:
- USDA Natural Resources Conservation Service Soil Survey:
- National wetlands inventory maps:
- State/Local wetland inventory maps:
- FEMA/FIRM maps (Map Name & Date): _____
- 100-year Floodplain Elevation is: _____ (NGVD)
- Aerial Photographs (Name & Date): _____
- Other photographs (Date): _____
- Advanced Identification Wetland maps:
- Site visit/determination conducted on: _____
- Applicable/supporting case law: _____
- Other information (please specify): _____

¹Wetlands are identified and delineated using the methods and criteria established in the Corps Wetland Delineation Manual (87 Manual) (i.e., occurrence of hydrophytic vegetation, hydric soils and wetland hydrology)

²The term "adjacent" means bordering, contiguous, or neighboring. Wetlands separated from other waters of the U.S. by man-made dikes or barriers, natural river berms, beach dunes, and the like are also adjacent.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397

JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-3362

JAN 23 2006

Rock Island District
Corps of Engineers
Clock Tower Building
Rock Island, IL 61201

Re: Illinois Department of Natural Resources (Kendall County)
Modify Glen Palmer Dam - Fox River
Log # C-1104-04 [CoE appl.# 2004-1781]

Gentlemen:

This Agency received a request on December 23, 2004 from the Illinois Department of Natural Resources requesting necessary comments concerning the modification of the Glen Palmer Dam in Yorkville in a two phase sequence. Phase 1 includes the addition of a stepped spillway across the dam, construction of a Denil fish ladder, construction of a new south abutment, and a temporary rock ramp. Phase 2 involves the removal of the temporary rock ramp and the construction of a fish/canoe bypass channel. We offer the following comments.

Based on the information included in this submittal, it is our engineering judgment that the proposed project may be completed without causing water pollution as defined in the Illinois Environmental Protection Act, provided the project is carefully planned and supervised.

These comments are directed at the effect on water quality of the construction procedures involved in the above described project and are not an approval of any discharge resulting from the completed facility, nor an approval of the design of the facility. These comments do not supplant any permit responsibilities of the applicant toward the Agency.

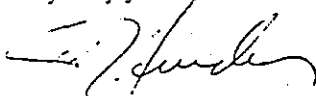
This Agency hereby issues certification under Section 401 of the Clean Water Act (PL 95-217), subject to the applicant's compliance with the following conditions:

1. The applicant shall not cause:
 - a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation;
 - b. water pollution defined and prohibited by the Illinois Environmental Protection Act; or
 - c. interference with water use practices near public recreation areas or water supply intakes.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.

3. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by this Agency. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be constructed during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area on or after March 10, 2003. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS: 2002).
6. The applicant is advised that the following permit(s) must be obtained from the Agency: the applicant must obtain permits to construct sanitary sewers, water mains and related facilities prior to construction.
7. The proposed work shall be constructed with adequate erosion control measures (i.e., silt fences, straw bales, etc.) to prevent transport of sediment and materials downstream.
8. The cofferdams shall be predominantly sand or larger size material, with <20% passing a #230 U. S. sieve.
9. The final plans for phase 2 must be submitted to the Agency for approval prior to construction.

This certification becomes effective when the Department of the Army, Corps of Engineers, includes the above condition # 1 through # 9 as conditions of the requested permit issued pursuant to Section 404 of PL 95-217. This certification does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

Very truly yours,



Bruce J. Yurdin
Manager, Watershed Management Section
Bureau of Water

cc: IEPA, Records Unit
IEPA, DWPC, FOS, DesPlaines
IDNR, OWR, Springfield
USEPA, Region 5
Illinois Department of Natural Resources
Cochran and Wilkens, Inc.



Illinois Department of Natural Resources

Rod R. Blagojevich, Governor

One Natural Resources Way • Springfield, Illinois 62702-1271

Joel Brunsvold, Director

<http://dnr.state.il.us>

December 5, 2005

SUBJECT: Permit No. DS2005126
Modification, Operation & Maintenance
Yorkville Dam, I.D. No. IL50088
Kendall County

Illinois Department of Natural Resources/Office of Water Resources
One Natural Resources Way
Springfield, Illinois 62702-1271

ATTENTION: Mr. William Schuck, Division of Project Implementation

Dear Mr. Schuck:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. DS2005126 authorizing the modification, operation and maintenance of the Yorkville, a small-size Class II (significant hazard potential) dam. This permit does not supersede any other federal, state or local authorizations that may be required for the project.

In general, the authorized modification includes the construction of 1) concrete "steps" on the downstream face of the dam to minimize turbulence and roller development, 2) a fish passage at the right abutment, and 3) a fish and canoe bypass channel at the left abutment. As indicated by Special Conditions b and c, additional information on the cofferdams and the Phase 2 construction (fish and canoe bypass channel, divider island and stream gage station) will need to be submitted for Division of Water Resource Management approval prior to beginning construction on those portions of the project.

Upon receipt and review of this permit and all of its general and special conditions, please properly execute and return the attached acceptance blank within sixty (60) days from the date of the permit. Please feel free to contact Rob Giesing of my staff at 217/785-1661 if you have any questions concerning this authorization.

Sincerely,

Michael L. Diedrichsen, P.E.
Acting Manager, Downstate Regulatory Programs

JB:GRC:MLD:RCG:RHD:cw
Enclosures

cc: USCOE (Rock Island District) (CEMVR-OD-P-2004-1781)
Illinois Environmental Protection Agency (Log # C-1104-04)
Matt Cochran, Cochran & Wilkerson and recyclable paper
Tom Liliensiek, Teng & Associates
Inspection File



PERMIT NO. DS2005126

DATE: December 5, 2005

State of Illinois
Department of Natural Resources, Office of Water Resources

Permission is hereby granted to:

ILLINOIS DEPARTMENT OF NATURAL RESOURCES, OFFICE OF WATER RESOURCES
ONE NATURAL RESOURCES WAY
SPRINGFIELD, ILLINOIS 62702-1271

for the modification, operation and maintenance of the Yorkville Dam, a small-size Class II (significant hazard potential) dam located on the Fox River in the Northwest $\frac{1}{4}$ of Section 33, Township 37 North, Range 7 East, of the 3rd Principal Meridian in Kendall County,

in accordance with an application dated December 15, 2004, and the plans and specifications entitled:

MULTI-PURPOSE DAM PROJECT-PHASE 1-STEPPED SPILLWAY AND AUXILIARY IMPROVEMENTS, YORKVILLE DAM-FOX RIVER, SHEETS TITLE, G2-G5, C1-C10, S1-S19, B1-B7, ST1-ST3, (Sealed and Dated 1/12/05, Submitted 10/17/05); SPECIFICATIONS, MULTI-PURPOSE DAM PROJECT-PHASE 1-STEPPED SPILLWAY AND AUXILIARY IMPROVEMENTS, CONTRACT FR-422 (Dated 1/12/05, Submitted 10/17/05 [Revised Sheets 19 & 26, Received 11/30/05]); OPERATION AND MAINTENANCE PLAN (Dated August 2005, Submitted 9/1/05); and EMERGENCY ACTION PLAN (EAP) (Dated August 2005, Submitted 9/1/05).

Examined and Recommended:

Michael L. Diedrichsen, Acting Manager
Downstate Regulatory Programs

Approval Recommended:

Gary R. Clark, Director
Office of Water Resources

Approved:

Joel Brunsvold, Director
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein.

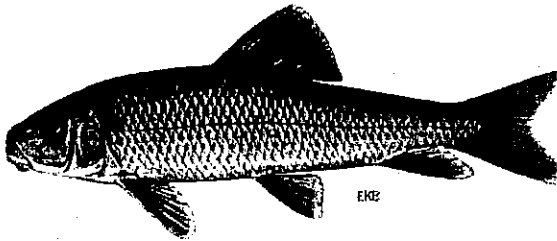
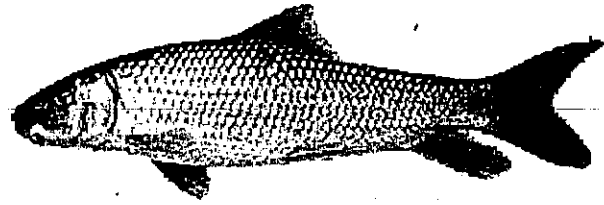
THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2010, this permit shall cease and be null and void. When all work is constructed, the permittee shall notify the Department so that a final inspection can be completed.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS

SPECIAL CONDITIONS
PERMIT NO. DS2005126
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

- a. The Permittee shall provide the Division of Water Resource Management with a schedule for the construction of the dam prior to the initiation of construction activities.
- b. The Permittee shall provide the Division of Water Resource Management with information detailing the cofferdam design, operation, and emergency removal plans. These plans must be reviewed and approved by the Division of Water Resource Management prior to the initiation of construction activities.
- c. Sealed final design plans and specifications of the Phase 2 construction (fish and canoe bypass channel, divider island and stream gage station) shall be submitted to and approved, in writing, by the Division of Water Resource Management prior to beginning construction on that phase of the project.
- d. There shall be no deviation from the plans submitted and hereby approved unless the proposed change in plans shall first have been submitted to and approved, in writing, by the Division of Water Resource Management.
- e. Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed areas shall be seeded or otherwise stabilized upon completion of construction.
- f. The Permittee shall request, in writing, and must receive authorization to commence filling or refilling operations of the sections of the dam from the Division of Water Resource Management. If the Division of Water Resource Management has not acted to grant or deny the authorization to fill within 30 days after receipt of the written request, the owner may proceed with filling or refilling operations.
- g. The Permittee authorizes the Department of Natural Resources, Office of Water Resources, in the event that the dam is found to be in immediate danger of failure, to enter upon the dam property, if necessary, to prevent or alleviate any dam breach damage. The Permittee agrees to compensate the Department of Natural Resources, Office of Water Resources for costs reasonably incurred by such emergency action.
- h. The Permittee shall operate, inspect, and maintain the dam and appurtenances in accordance with the approved plans and in accordance with the latest edition of the "Rules for Construction and Maintenance of Dams" adopted by the Department of Natural Resources. If the approved operation, inspection and maintenance plans are not complied with by the Permittee, this permit shall cease and be null and void.
- i. The Permittee grants the Division of Water Resource Management the right of access to inspect the dam site and immediate vicinity beginning from the date of this permit, for the life of the dam and appurtenances.
- j. The Permittee shall provide the Division of Water Resource Management, with "As-Built" plans and specifications when construction has been completed.
- k. The Permittee shall have the dam and appurtenances inspected once every three years by an engineer or other qualified personnel as defined in Section 3702.20 of the "Rules for Construction and Maintenance of Dams" and shall have the engineer or qualified personnel prepare and submit an inspection report on forms provided by the Division of Water Resource Management to the Division of Water Resource Management. The first inspection report shall be submitted within one year of the completion of the reconstruction of the dam.
- l. If the classification of the dam changes, the Permittee agrees to modify the dam and appurtenances to conform with the requirements of the new classification.



CONSERVATION PLAN

October 2005

River Redhorse (*Moxostoma carinatum*)

Greater Redhorse (*Moxostoma valenciennesi*)

Potential Impacts From The
IDNR - Glen D. Palmer (Yorkville) Dam Modification Project

1A BACKGROUND / PROJECT DESCRIPTION

BACKGROUND

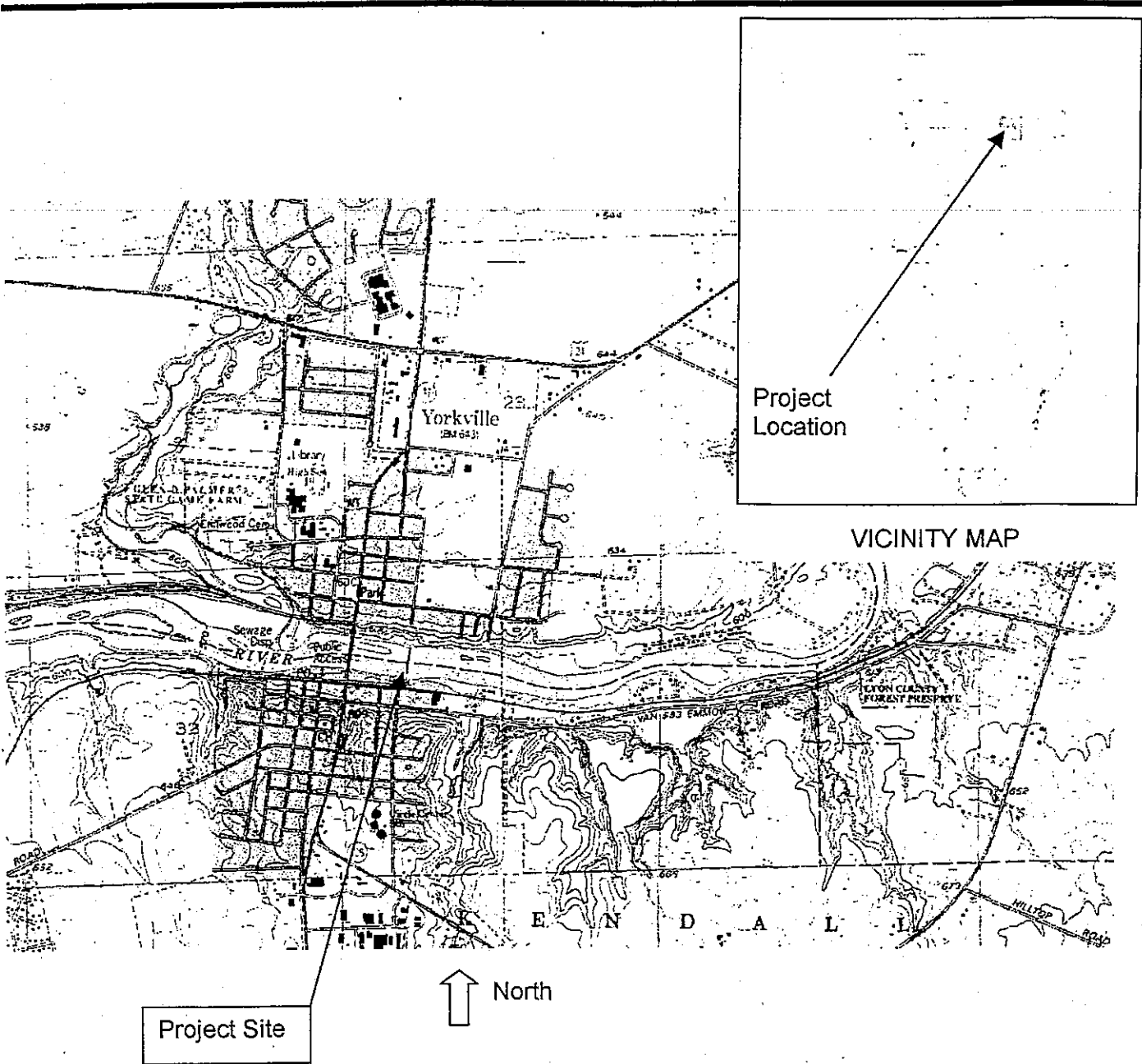
The Glen D. Palmer Dam is located on the Fox River approximately 35.9 miles upstream of the confluence with the Illinois River. The dam is in the City of Yorkville 940 ft upstream of the Illinois Route 47 bridge. A location map of the Glen D. Palmer Dam in Section 33 of Township 37 North, Range 7E of the 3rd Principal Meridian, can be seen in Figure 1. The dam is a low overflow structure that has a modified ogee crest, with a spillway length of 530-feet, a height of 5 feet (as originally constructed), and a crest elevation of 575.0 M.S.L. The drainage area tributary to the dam is 1804 square miles.

Surveys taken in 1837 and 1838 show there was a dam across the Fox River at Yorkville as part of a mill near the present dam location. Records indicate that the Yorkville mill buildings were destroyed by fire. Kendall County was established on February 19, 1841. The government township 37 north, range 7 east plat was signed on August 25, 1842. Labeled on this plat are Howe's Mill Dam and a saw mill on the south side of the river. In 1915 an old wood crib dam existed across the Fox River with a head race on the south side of the river.

The Division of Waterways under FR-121, constructed the present dam in 1960-61. This dam was named the Glen D. Palmer Dam after a former Director of Conservation. Completion of the dam did not, however, include any riverbed protection below the dam.

Due to the hydraulic conditions of the modified ogee spillway at Yorkville, and the fact that no riverbed protection was placed below the dam upon construction, a submerged hydraulic jump or roller was created. After time, as the flow plunged down the face of the spillway, as well as the turbulent forces generated by a hydraulic jump, the original bed material was eroded and a scour hole was created at the base of the dam. The tailwater has always submerged the hydraulic jump, but as the scour hole grew, the submerged hydraulic jump was not able to dissipate the excess energy in the same manner as a normal hydraulic jump would dissipate energy. To dissipate the energy, a submerged roller was formed at the base of the dam. This roller has a tendency to trap and hold objects within the turbulence, including people. The Yorkville police department reports that 26 people have lost their lives at the dam to date with numerous successful rescue attempts occurring every year.

In May of 1976, the Mayor of Yorkville wrote to the Office of Water Resources (OWR) requesting a site review because of drownings at the dam. In an attempt to remedy the situation in 1978, the OWR under FR-295 placed riprap in the scour hole downstream of the dam. The riprap inside the scour hole had equivalent diameters of up to 2 ft. It was thought that by placing the riprap it would reduce the scour hole and the effect of the under tow. This contract work was performed between October 11, 1977 and July 7, 1978 and temporarily eliminated the roller as the next drowning was not until 1984. In 1991, a survey of the spillway clearly showed that the riprap had since been scoured out by the plunging waters and a new scour hole had developed. In October of 1993 the Yorkville police department contacted the OWR to again request assistance.



<p>PROJECT DESCRIPTION Yorkville Multi-Purpose Dam Project</p>
<p>LOCATION: Fox River Yorkville, IL Kendall County</p>

Figure 1

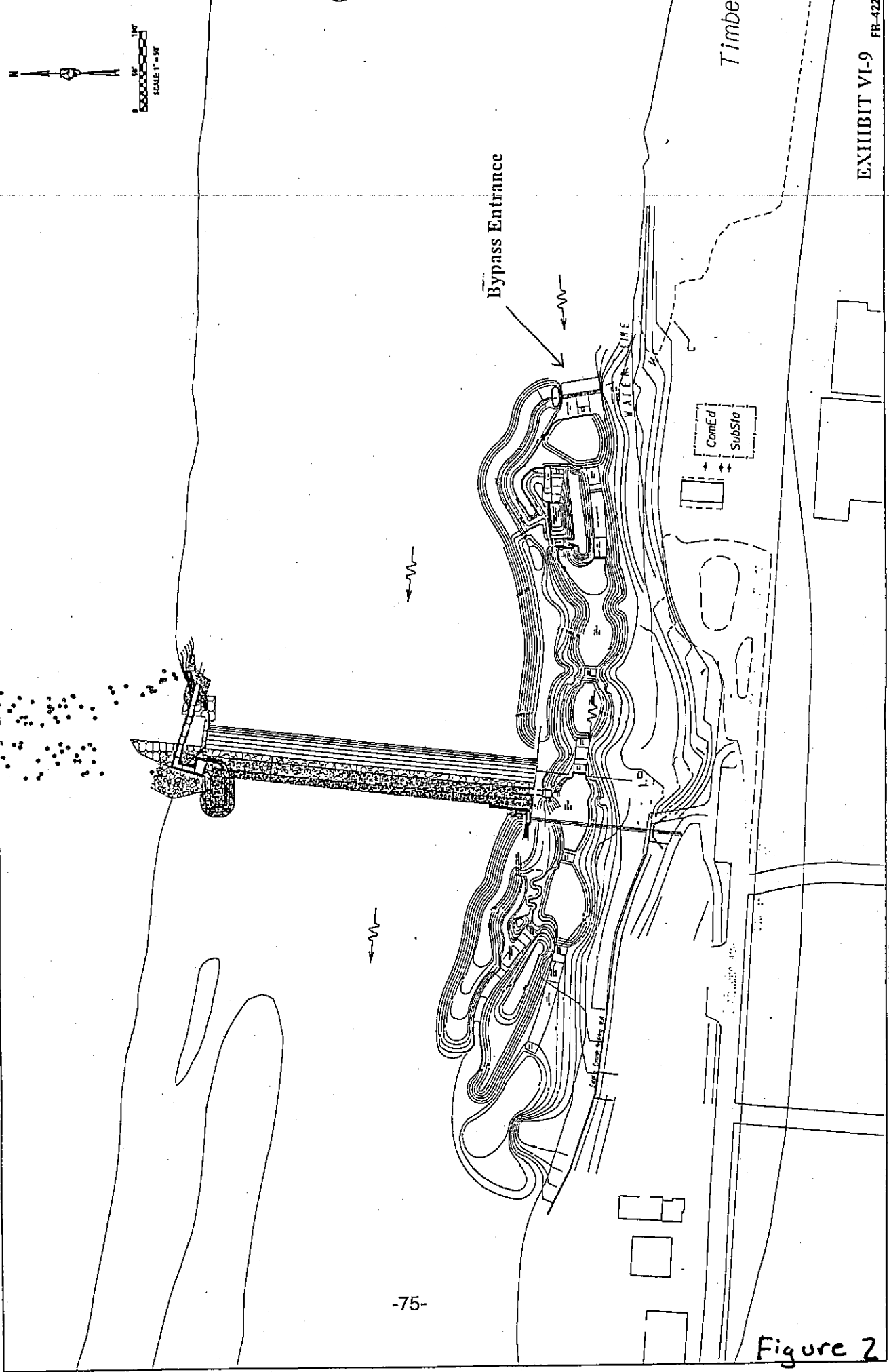


Figure 2

PROJECT DESCRIPTION

The project, which will be constructed in two stages, includes: modification of the dam spillway from an ogee shape to a 4-step configuration to eliminate the dangerous "roller" effect immediately downstream of the dam (stage 1); construction of a denil fish ladder adjacent to the dam's north abutment and wing walls to pass fish at the completion of stage 1 construction, and to provide water supply to the north shore of the river during Q7/10 low flow conditions (stage 1); construction of a new south dam abutment (stage 1); construction of temporary rock ramp in vicinity of the future stage 2 bypass channel (stage 1); new stream gage installation (stage 2) and partial dam removal and construction of a fish/canoe bypass channel along the south shore of the river (stage 2). Final design construction plans for both stages of the project are being completed by Teng and Associates. Stage 1 construction is slated to begin this summer and stage 2 will be constructed later when additional project funding becomes available. Figure 2 shows a general layout of the completed project (stages 1 and 2).

1B BIOLOGICAL DESCRIPTIONS OF AFFECTED SPECIES

River Redhorse (*Moxostoma carinatum*)



The River Redhorse (*Moxostoma carinatum*) is listed as threatened in Illinois (Illinois Endangered Species Protection Board, 2004).

This robust, cylindrical sucker may be separated from other suckers by its red tail fin. The dorsal and other fins may also be red or reddish. The dorsal fin has a straight or slightly concave margin and the tail fin has a pointed upper lobe which usually is slightly longer than the rounded lower lobe. Crescent-shaped dark spots may be visible on the scales of the back and sides. Overall body color is olive to brownish across the back, with silvery or bronze sides and a white underside.

Normally inhabitants of medium to large size rivers, they may also enter tributary streams and have been observed in reservoirs. They prefer clean rivers with sand, gravel or cobblestone bottoms and swift currents.

River redhorse feed primarily on molluscs such as mussels and clams, and their enlarged, molar-shaped, internal throat teeth are specially adapted for crushing the hard shells of such bivalves. With a vacuum cleaner-like mouth, handily placed at the bottom of its head, the river redhorse uses its fleshy lips, highly charged with nerve endings, to feel for food. It makes a living picking from the river bottoms, perusing over rubble and slow-water areas of mud and leaf litter, searching for primarily mayflies, caddisflies, and aquatic beetles.

In May and June, when the river redhorse turns its energies to spawning, all of its fins turn a brilliant, bright red (they can be at least partially red the rest of the year). The redhorse also develops pearl organs, or tubercles, on its skin around this time. These organs give the skin the coarse, raspy texture needed for spawning. The adults make runs upstream, moving mostly at

night to find good breeding habitat. The males move onto the riffles and either excavate gravel with their tails in a sweeping motion or plow through it with their heads, all in an effort to free up silt so oxygen-rich waters can percolate through the gravel where the eggs will incubate.

Facing into the current, males lie in wait for females. When one approaches, the male shows his worthiness, darting back and forth in a sweeping courtship dance. Ripe females are attended in the spawning act by one, sometimes two, males. The pearl organs allow the male and female to cling together and maintain a station over the excavation while the eggs, thousands of them, are simultaneously fertilized and dropped among the clean gravels.

The parents promptly abandon the area and head back downstream, but soon swarms of newly hatched fish take temporary station in the slow-moving shallows. Here they provide food for predatory fishes, such as bass and sunfish. Those lucky enough to move into deeper waters could reach two feet long and eight pounds at the end of their 12-year lifespan.

Greater Redhorse (*Moxostoma valenciennesi*)



Greater Redhorse (*Moxostoma valenciennesi*) is listed as endangered in Illinois (Illinois Endangered Species Protection Board, 2004).

The Greater Redhorse is the largest of the Redhorses (*Moxostoma spp.*). This fish has a somewhat compressed body, red tail, rows of dark spots on back and sides, large mouth and full lips. The Greater Redhorse differs from River Redhorse (*M. carinatum*) by lacking both the molar-like throat teeth and squared snout. Overall body color is olive to brownish across the back, with golden sides and a whitish belly. Adult fish can grow up to 18 inches long.

Greater Redhorse fish prefer clear waters of medium to large-sized rivers, reservoirs and large lakes at depths of less than 3 feet (1m) over sand, gravel or boulders. These fish feed primarily on midge larvae, mollusks, crustaceans and plant material.

In May and June, the Greater Redhorse will spawn in moderately rapid waters of streams on gravel, sand or rubble. The males hold territories and are periodically visited by females for spawning. No nest construction has been observed. The males usually remain on or near spawning riffles, while females are either attracted by the presence or conspicuous behavior of males. Rapid bursts of snout and lip vibrations by Greater Redhorse males can last up to 5.7 seconds. Such vibrations from one male trigger other males to follow suit. When females are present, male snout vibrations usually precede spasmodic spawning activity among one or two females and up to seven males. Males roll over one another and the centrally located female, while dorsal and caudal fins vibrate.

1C **DESCRIPTION OF ACTIVITIES THAT COULD RESULT IN THE POTENTIAL TAKING OF AN ENDANGERED OR THREATENED SPECIES**

To construct the Phase 1 dam safety step and rock ramp modifications required, the Phase 1 Denil fishladder, and eventually the Phase 2 fish bypass channel, cofferdams will be required in the river to allow the contractor to form the concrete improvements "in the dry."

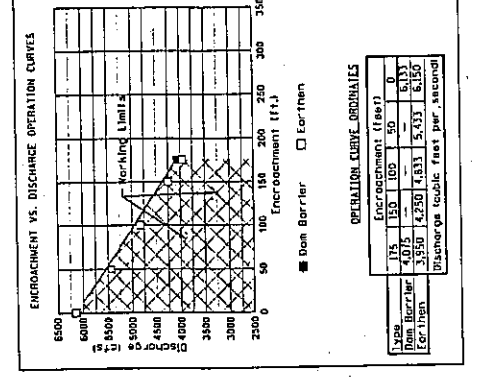
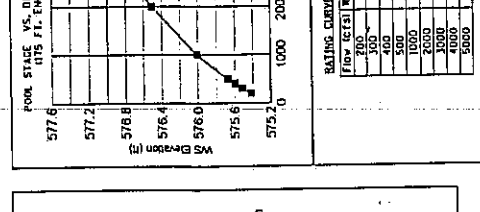
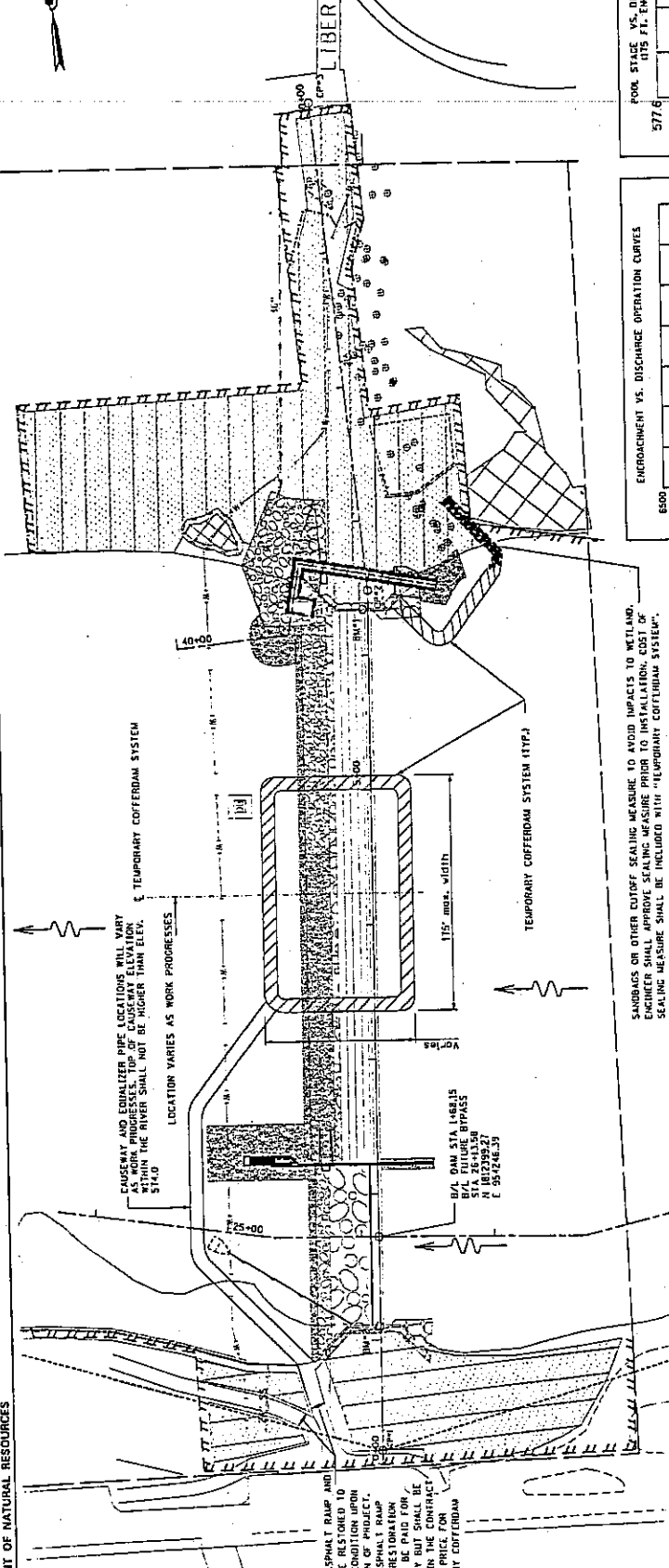
As illustrated on Figure 3 (project plan sheet 11 of 44), the contractor is directed to work on no more than two sections of the existing dam (each section of the existing dam is approximately 50 feet wide) at a time within a cofferdam. This limit results in the implementation of 7 separate small cofferdams necessary to construct the dam modification. The largest of these cofferdams would block up to 175 feet of the dam spillway and remain in place for flows at or less than 4000 cfs (see curves on Figure 3), with the other cofferdams blocking somewhat less of the dam spillway. The annual (1-year frequency) flow on the Fox River at the Yorkville Dam is 5000 cfs. When cofferdam encroachment and flow conditions exceed the operation curve shown on Figure 3, the plans require that the cofferdam be removed to the elevation of the existing spillway, thereby breaching the cofferdam and returning the site to pre-project flow conditions.

By utilizing relatively small cofferdams, each cofferdam should only be in the river for approximately 2 months or less. A variable length causeway with conveyance culverts, will also be required as part of the cofferdam system to provide necessary access to the dam during Phase 1 construction.

Implementation of Phase 2 of the project (fish bypass channel), will require construction of a divider island (see Figure 2) upstream and downstream of the new south dam abutment. The construction of the divider island in the river will likely be completed "in the wet." Once the divider island is constructed to an elevation above the river elevation, the upstream and downstream ends of the bypass channel will be temporarily blocked (cofferdammed) to allow construction of the bypass channel riffles and pools "in the dry." By the time Phase 2 construction is initiated, all Phase 1 step spillway and Denil fish ladder work will be completed and functional and all Phase 1 temporary cofferdams removed from the river.

1D **EXPLANATION OF THE ANTICIPATED ADVERSE EFFECTS ON THE LISTED SPECIES**

Construction of the dam modifications, Denil fish ladder and natural bypass channel should not negatively impact these species or contribute to their extirpation. Construction activities may chase these species out of the vicinity of the dam during the duration of construction. Conversely, completion of the dam modification project will have the positive impact of mobility restoration through either the Denil fish ladder or the natural bypass channel.



Encroachment (ft.)	Discharge (cfs)
175	4,075
150	4,230
100	4,833
50	5,433
0	6,033

Discharge (cubic feet per second)

Flow (cfs)	Pool Stage (ft.)
200	575.42
300	575.52
400	575.62
500	575.68
600	575.74
700	575.80
800	575.86
900	575.92
1000	576.01
2000	576.51
3000	576.90
4000	577.25
5000	577.58

TEMPORARY COFFERDAM SYSTEM NOTES:
THE TEMPORARY COFFERDAM SYSTEM SHALL BE DESIGNED AND CONSTRUCTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND REMOVAL OF THE TEMPORARY COFFERDAM SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF HIS PERSONNEL AND EQUIPMENT AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE EXISTING DAM AND SPILLWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE EXISTING DAM AND SPILLWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE EXISTING DAM AND SPILLWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE EXISTING DAM AND SPILLWAY.

ENCROACHMENT VS. DISCHARGE OPERATION CURVES

ENCROACHMENT (ft.)

DISCHARGE (cfs)

Legend: ■ Dam Barrier □ Earthen

LEGEND

TEMPORARY COFFERDAM SYSTEM

DEWATERING BASIN

1" = 40'

TEMPORARY COFFERDAM SYSTEM

DEWATERING BASIN

1" = 40'

TEMPORARY COFFERDAM SYSTEM

DEWATERING BASIN

1" = 40'

TEMPORARY COFFERDAM SYSTEM

DEWATERING BASIN

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DEWATERING BASIN

1" = 40'

TEMPORARY COFFERDAM SYSTEM

DEWATERING BASIN

1" = 40'

TEMPORARY COFFERDAM SYSTEM

DEWATERING BASIN

1" = 40'

2A PLANS TO MINIMIZE THE AREA AFFECTED BY THE PROPOSED ACTION, THE ESTIMATED NUMBER OF INDIVIDUALS OF AN ENDANGERED OR THREATENED SPECIES THAT WILL BE TAKEN AND THE AMOUNT OF HABITAT AFFECTED.

Measures have already been taken during the design phase of this project to minimize impacts to all species. By mandating that the contractor work on no more than two sections of the existing dam (each section of the existing dam is approximately 50 feet wide) at a time during Phase 1 construction, the impacts of each cofferdam and the amount of habitat affected are minimized. Figure 3 illustrates how minimal the Fox River habitat affected will be during Phase 1 construction. Phased project construction also minimizes the overall construction zone impacted at any one time. Phase 2 construction will be limited to the southern 1/3rd of the river at the dam site with the added benefit of a functional Denil fish ladder (completed in Phase 1) at the north dam abutment opposite the temporary Phase 2 construction zone.

Although possible, it is not likely that any River Redhorse or Greater Redhorse fish will be taken as a result of the project. As noted above, completion of the dam modification project will have a long term positive impact on the each of these species by restoring mobility through the Denil fish ladder and the natural bypass channel.

2B PLANS FOR MANAGEMENT OF THE AREA AFFECTED BY THE PROPOSED ACTION THAT WILL ENABLE CONTINUED USE OF THE AREA BY ENDANGERED OR THREATENED SPECIES

The project includes a Denil fish ladder, a 3 foot, 11-inch wide by 1 foot deep, notch in the spillway crest, and a low flow diversion pipe through the divider island to maintain uniform, minimum protected flow levels over the dam equivalent to the 7Q10 flow (210 cfs) to protect all fish, mussels and river habitat downstream of the dam. Since fish movement is usually diminished during low flow conditions, these measures were included in the project to assure continued uniform channel wetness and to deflect flow towards protecting critical habitat downstream of the dam during drought periods. All seven pools in the fish bypass channel (Phase 2) and a deeper pool at the entrance to the Denil fish ladder (Phase 1) created by the project, will provide additional running water habitat for the Greater Redhorse and the River Redhorse during critical low flow conditions on the Fox River.

Except as otherwise temporarily rerouted by short term cofferdam conditions, the project construction provisions specify that the contractor will not interrupt or interfere with the natural flow of the Fox River. Such project management will provide for a stable river habitat downstream of the project site and will provide a continual supply of food for the River Redhorse and Greater Redhorse from upstream sources.

The construction plans and special provisions provide for a detailed sediment and erosion control plan in accordance with Article 280 of the Illinois Department of Transportation Standard Specifications. These special provisions further mandate that the contractor control the water

being pumped from the interior of any cofferdam by utilizing dewatering basins (shown on the plans) to prevent increased turbidity in the channel or scouring downstream.

Upon completion of the run-of-river project (no gate operations required), all fish species, endangered, threatened or otherwise, will benefit from restored river mobility through the Denil fish ladder and the natural bypass channel.

2C DESCRIPTION OF ALL MEASURES TO BE IMPLEMENTED TO MINIMIZE OR MITIGATE THE EFFECTS OF THE PROPOSED ACTION ON ENDANGERED OR THREATENED SPECIES

Permanently restored river mobility through the Denil fish ladder and the natural bypass channel provide long term benefits to the Greater Redhorse and River Redhorse and will mitigate any possible short term impacts to these species.

To minimize any possible effects of the cofferdam construction on these species, the project construction plans will include a provision that notes:

Upon completion of any cofferdam construction, no more than 75% of the water remaining inside the cofferdam will be removed from the interior of the cofferdam prior to the careful netting and removal of all fish species remaining inside the cofferdam. When such partial dewatered conditions exist inside the cofferdam, all fish shall be carefully removed from the interior of the cofferdam within 48 hours. All fish removed from the interior of any cofferdam, will be carefully released back into the Fox River, downstream of the project construction limits, into flowing water at least 12 inches deep. When all fish have been carefully removed and relocated as noted above, the remainder of the water inside the cofferdam may be removed from the interior of the cofferdam upon approval of the engineer.

This project has been reviewed and approved under the Illinois Department of Natural Resources' Comprehensive Environmental Review Process (CERP) which ensures compliance with all applicable federal and state regulations.

2D PLANS FOR MONITORING THE EFFECTS OF MEASURES IMPLEMENTED TO MINIMIZE OR MITIGATE EFFECTS OF THE PROPOSED ACTION ON ENDANGERED OR THREATENED SPECIES

Insufficient data is available on the Greater Redhorse and River Redhorse at the dam site to provide any pre-project basis to determine the benefits or impacts of the measures implemented to minimize or mitigate the effects of the proposed action on these species. Accordingly, no fish monitoring plans have been developed for the work proposed.

2E ADAPTIVE MANAGEMENT PRACTICES THAT WILL BE USED TO DEAL WITH CHANGED OR UNFORESEEN CIRCUMSTANCES THAT AFFECT THE EFFECTIVENESS OF MEASURES INSTITUTED TO MINIMIZE OR MITIGATE THE EFFECTS OF THE PROPOSED ACTION ON ENDANGERED OR THREATENED SPECIES

The Department of Natural Resources, Office of Water Resources will have a full time resident construction engineer assigned to the project to oversee construction activities at the site and to assure compliance with the approved plans and special provisions developed for the work. Any changed or unforeseen circumstances that affect the effectiveness of the measures instituted to minimize or mitigate the effects of the work on the Greater Redhorse or River Redhorse will be addressed by the resident construction engineer in consultation with the Illinois Department of Natural Resources' regional fisheries biologists.

2F VERIFICATION THAT ADEQUATE FUNDING EXISTS TO SUPPORT AND IMPLEMENT ALL MITIGATION ACTIVITIES DESCRIBED IN THE CONSERVATION PLAN.

The Illinois Department of Natural Resources (IDNR), Office of Water Resources (OWR), is granted the authority to formulate plans for water resource improvements and facilities through the Des Plaines and Illinois Rivers Act, 615-ILCS 60/3 (2002 State Bar Edition), Illinois Compiled Statutes. Current Illinois Department of Natural Resources policies mandate that sufficient project funds must be appropriated and released for construction prior to award of a construction contract for the work. Sufficient project funds are available in the IDNR/OWR appropriations to complete Phase 1 of the work described above.

3 A DESCRIPTION OF ALTERNATIVE ACTIONS THE APPLICANT CONSIDERED THAT WOULD NOT RESULT IN TAKE, AND THE REASONS THAT EACH OF THOSE ALTERNATIVES WAS NOT SELECTED

IDENTIFYING ALTERNATIVES

IDNR has established requirements for any dam on the Fox River which is owned or considered for ownership by IDNR. These requirements include:

1. Public safety,
2. Ecological improvement to the river, and
3. Development of recreational opportunities.

These requirements led to the creation of three specific criteria for the development of alternatives at the Glen Palmer Dam site in Yorkville:

1. Design of a safe spillway configuration,
2. Design of a fish passage system, and
3. Design of a canoe passage system.

In addition, it is IDNR policy to evaluate dam removal as an alternative anytime dam rehabilitation or reconstruction is considered.

IDNR contracted with Teng & Associates, Inc. and their sub-consultants Stantec, Cochran & Wilken, and Recreation Engineering and Planning to perform an alternative analysis and preliminary project design of either dam removal or a multi-purpose Glen D. Palmer Dam. The mission of this Design Team was to work with a Citizens Advisory Committee to develop potential project configurations, study at a conceptual level, and attempt to select a preferred project configuration, which would:

- utilize existing and past studies to the greatest extent possible,
- establish hydraulic conditions which minimize or eliminate the occurrence of a roller downstream of the dam,
- provide a facility that would allow canoeists to safely navigate a canoe through the dam site, and
- provide a design, which would prove attractive to fish movement in both the upstream and downstream directions.

The first meeting of the Design Team and the Mayor appointed Citizen's Advisory Committee, was held on July 26, 2002. Following that initial meeting with the Citizens Advisory Committee (Committee), the Design Team developed 7 alternative project configurations.

Alternative 1: Consists of modifying the existing dam by the addition of reinforced concrete steps on the downstream face to eliminate the roller and adding a short (700 foot long) Class 2 whitewater canoe and fish passage through the dam on the south bank of the river.

Alternative 2: Consists of modifying the existing dam by the addition of reinforced concrete steps on the downstream face to eliminate the roller, constructing a denil fish ladder at the north abutment, relocating the existing stream gage, and adding a long (1000 foot long) Class 2 whitewater canoe and fish passage through the dam on the south bank of the river with a lateral side chute immediately below the dam for fish passage and low flow water supply.

Alternative 2*: Same as Alternative 2 with the location of the bypass in Alternative 2 shifted downstream to avoid an upstream wooded area and to match future planned improvements to Riverfront Park. These modifications resulted in enough changes to the original alternative to require a new designation, Alternative 2*.

Alternative 3: Consists of modifying the existing dam by the addition of reinforced concrete steps on the downstream face to eliminate the roller and adding a short (700 foot long) Class 2 whitewater canoe and fish passage through the dam on the north bank of the river.

- Alternative 4: Consists of modifying the existing dam by the addition of reinforced concrete steps on the downstream face to eliminate the roller and adding a short (700 foot long) Class 2 whitewater canoe and fish passage through the center of the dam.
- Alternative 5: Consists of partial lowering of the existing dam and adding full reservoir width drops in the form of rapids upstream. Also included would be a low flow channel similar in configuration to the bypass in Alternatives 1 through 4. Alternative 5 maintains the existing reservoir water surface elevation but moves control approximately 500 feet upstream.
- Alternative 6: Consists of complete dam removal and river restoration for approximately 7500 feet upstream. Thalweg dredging would be performed to restore the river and floodplain to their pre-dam condition.
- Alternative 7: Do Nothing - leave dam in existing condition

ALTERNATIVES ANALYSIS

PUBLIC SAFETY

To add to the do nothing and dam removal alternatives, modified dam designs were developed to determine the best way to alleviate the safety problem at the dam. The Hydrosystems Laboratory of the Department of Civil Engineering, University of Urbana-Champaign, performed a study entitled "Hydraulic Model Study for the Drown Proofing of Glen D. Palmer Dam, Illinois." The study looked at the causes of the scour hole and attempted to reproduce it by constructing sectional physical models. A total of five different structural alternatives were studied. It was found that a four-step spillway design was the most economical and appealing structural alternative.

ECOLOGICAL INTEGRITY

To improve the ecological integrity of the dam site and the river system connectivity, fish passage considerations were incorporated into each alternative. Such passages were designed to pass local fish species without inducing stress and/or discouraging migration, such as velocity barriers, turbulence barriers, and the necessity to climb, jump and/or pass through hidden orifices. Design criteria required the following questions to be considered:

1. What types of fish passage structures can be evaluated for fish passage at Yorkville?

Dam Removal, while logically allowing for free passage of all species, should result in a reach of river similar in characteristics to free flowing reaches upstream and downstream from the dam.

Technical Fishways, include Denil, pool & Chute, pool and weir and vertical slot fishways.

A Nature-Like Fishway, is an alternative to a technical fishway. It is a more natural fish passage system that incorporates native features such as boulders, rocks and usually some form of

sinuosity.

2. Which Species to Pass?

Coordination between IDNR and the consultant has produced the following list of target species:

Nongame Species

Golden Redhorse (Catostomidae)
Highfin Carpsucker (Catostomidae)
Northern Hog Sucker (Catostomidae)
River Carpsucker (Catostomidae)
Shorthead Redhorse (Catostomidae)
Silver Redhorse (Catostomidae)
Quillback (Catostomidae)
White Sucker (Catostomidae)

Game Species

Muskellunge (Esocidae)
Northern Pike (Esocidae)
Sauger (Percidae)
Walleye (Percidae)

State Endangered (**) or Threatened (*)

River Redhorse (Catostomidae) *
Greater Redhorse (Catostomidae) **

3. What are the target size classes?

Three size classes of fish were evaluated for passage: fry, juvenile and adult. Target velocities for adult fish were selected for fish passage at the Yorkville location.

4. What seasonal period is targeted for fish passage?

Only one species identified in the list of target species has strong migrational tendencies (Northern Hog Sucker) but many other species may participate in seasonal migration if the opportunity exists. Many freshwater fishes will migrate for spawning when the opportunity exists in the spring, primarily in April and May. Substantial fish movement is also common in the month of November.

5. What are the target velocities and velocity versus distance or duration?

Considerations were made to maintain maximum velocities of between 3 to 6 body-lengths/second (bl/s), which represents generalized negotiable velocities for fish based strictly on the length of the fish.

Three levels of swimming duration for each family or genus were evaluated. These levels include burst, prolonged and sustained or cruising.

- Sustained speeds are that which a fish can maintain for an extended period of time (hours)
- Prolonged speeds are that which a fish can maintain for a limited period of time (minutes)

· Burst speeds are that which a fish can reach in a single effort (seconds).

Sustained speeds were used to develop the recommended velocities in resting pools (2-5 feet per second) while a combination of burst and prolonged speeds were used to determine recommended velocities (3-6 feet per second) between pools or in chutes of the fishway.

6. *What is the target vertical Drop per Step or Chute/Riffle of Fish Passage?*

Subcarangiform limits for the target species require a vertical drop of 9 inches (0.23 m) or less per step of fish passage. The target species selected are not accustomed to jumping for movement and may be discouraged to pass if limits are set too high.

For a chute or riffle a fall of 18 inches (0.43m) or less is acceptable provided the slope is less than 1V:20H and low velocity opportunities (<6 fps (1.8mps)) exist in the cross section.

7. *What criteria are needed to attract fish to the fishway?*

To successfully attract fish to the fishway, the entrance should be located as close to the structure as possible. While velocities in the range of 3 fps to 6 fps (0.9 m/s to 1.8 m/s) will attract fish to the fishway, locating the entrance too far from the structure will increase the chance of fish moving past the entrance. In addition, it is recommended that a minimum of 10% of the total river flow be diverted through the fishway at all times to ensure that fish attraction continues.

8. *What steps can be taken to ensure a successful exit from the fishway?*

Exiting the fishway can also be an important aspect of successful migration through a structure. The exit from the fishway should be oriented such that fish are not introduced back into the main flow of the river and swept back over the dam. Water quality, primarily low dissolved oxygen, concerns also can deter a successful exit. If conditions are unfavorable, the species may return downstream and not exit the fishway upstream of the entrance. At Glen D. Palmer Dam, low dissolved oxygen is not a problem during the target migrational periods.

RECREATION

Each alternative was developed to provide for continued or enhanced canoeing and fishing recreational opportunities on the Fox River. Developed dam modification concepts will allow class III or less whitewater open boat (canoes and rafts) and closed deck boats (kayaks and canoes) passage, with good continuity, visibility, enjoyment, good escape characteristics, as well as the ability to portage at the dam site. The difficulty of boating is understood to vary with flow. The bypass is to be treated as a "Run-of-the-River Rapid", which consists of a series of compact pools and riffles, where the boater evaluates, makes their own hazard and risk evaluation, and has alternatives to boating down the bypass (portage). From the river upstream, the location of the entry to the bypass should be such that the whitewater is as visible as possible. Signage, landings, and portage facilities should be provided to encourage the boater to get out above the bypass and make his or her own decision to boat, and if not, have an easy route to take out or portage around the bypass. It is necessary to have a natural "easy" route down the bypass which boaters would naturally follow, even after falling out. It is also desirable to have "more difficult" routes, like most whitewater rivers.

SCREENING ALTERNATIVES

The six alternatives were presented by the Design Team to the Citizens Advisory Committee. The Design Team and the Citizens Advisory Committee members broke up into working groups to critique each of the alternatives. By the end of the working group sessions, the entire group selected alternatives to drop.

- Alternative 1: Dropped from further consideration. The Citizens Advisory Committee preferred a flatter, safer, slope for the bypass.
- Alternative 3: Dropped from further consideration. Alternative 3 had the bypass located adjacent to the north abutment where access to the site was considered difficult. Alternative 3 was considered less compatible with the City of Yorkville's Riverfront Park than other alternatives.
- Alternative 4: Dropped from further consideration. Alternative 4 had the bypass located mid river where access to the site was considered difficult. Alternative 4 was considered less compatible with the City of Yorkville's Riverfront Park than other alternatives.
- Alternative 5: Dropped from further consideration. Alternative 5 was considered esthetically unpleasing, unsafe, and a potential debris catcher.
- Alternative 6: Despite the exceedingly high land rights and construction costs necessary to satisfy IEPA and dam safety concerns, the Department of Natural Resources preferred full dam removal (Alternative 6). However, the City of Yorkville, through prior resolution, strongly urged the IDNR "to preserve the existing Glen Palmer Dam in the United City of Yorkville, while making such enhancements that will protect persons from harm and create an ecologically safe passageway for fish and water craft to move both upstream and downstream of the dam without harm to the environment". As a result of this study, the local Citizens Advisory Committee, including the current mayor of Yorkville, recommended the implementation of Alternative 2*.
- Alternative 7: Dropped from further consideration. Doing nothing at the state owned dam site results in unacceptable liability for the state that can be eliminated by other alternatives. The "Do Nothing" alternative also prevents restoration of desired river connectivity on the Fox River.

IDNR was sufficiently satisfied with the benefits of Alternative 2* to recommend its implementation.

4. **DATA AND INFORMATION TO INDICATE THAT THE PROPOSED TAKING WILL NOT REDUCE THE LIKELIHOOD OF THE SURVIVAL OF THE ENDANGERED OR THREATENED SPECIES IN THE WILD WITHIN THE STATE OF ILLINOIS, THE BIOTIC COMMUNITY OF WHICH THE SPECIES IS A PART OR THE HABITAT ESSENTIAL TO THE SPECIES EXISTENCE IN ILLINOIS**

By providing further Fox River connectivity and an additional pool and riffle environment, the project is likely to enhance, and not jeopardize, the long term survival and recovery of the Greater Redhorse and River Redhorse species.

The *Fox River Fish Passage Feasibility Study*, dated April 2003, by the Max McGraw Wildlife Foundation recommends reconnecting the river through the removal or modification of all mainstem and tributary dams. Benefits of a reconnected river may include: elimination of barriers to canoeists and kayakers, enhanced habitat and water quality conditions and corresponding improvements to fish and macroinvertebrate communities, improved access by Fox River and Illinois River fish to important spawning and nursery habitats in tributaries and stream-side wetlands, repopulation of areas where certain species of fish and mussels no longer exist, genetic mixing in fish and invertebrate populations isolated by dams.

5. **IMPLEMENTING AGREEMENT**

The Illinois Department of Natural Resources (IDNR), Office of Water Resources (OWR), is granted the authority to formulate plans for water resource improvements and facilities through the Des Plaines and Illinois Rivers Act, 615 ILCS 60/3 (2002 State Bar Edition), Illinois Compiled Statutes.

A Department of Natural Resources, Office of Water Resources' Resident Construction Engineer, or assigned consulting construction engineer, will be responsible for contract execution and construction supervision of the entire project overseeing all measures identified in the Conservation Plan to insure integrity and compliance with the IT stipulations.

The successful project contractor will be responsible for execution of the contract and project implementation including the careful netting and removal of all fish species remaining inside the cofferdam in the timely manner noted in the Conservation Plan and the careful release of these fish back into the Fox River, downstream of the project construction limits, into flowing water at least 12 inches deep.

Glen Kruse and Joe Kath in the Office of Resource Conservation, Illinois Department of Natural Resources, are responsible for reviewing this Conservation Plan. They are also responsible for the timely issuance of the Illinois Department of Natural Resources' Incidental Take Authorization.



Project Multi-Purpose Dam Project – Phase 1, Yorkville Dam Year 2006
 City Yorkville, Illinois Project No. FR-422
 County Kendall

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

William J. Schuck
Signature
Manager, Division of Project Implementation
Title

February 3, 2006
Date

1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):
 The existing structure at the Yorkville Dam is a low head (5' +/-) run of the river dam. It consists of a 530 foot long concrete ogee overflow spillway with a concrete apron slab founded on rock with a concrete abutment at each end and a 40 feet top width earthen embankment connecting the back of the concrete abutments to high ground. The improvements consist of the addition of a concrete stepped spillway to 410 feet of the existing ogee spillway. The upstream end of the steps will be tied into the downstream face of the existing ogee spillway, and the downstream end will be on a toe wall resting on the existing concrete apron slab. Grouted boulders and/or riprap will be extended approximately 30 feet downstream of the end of the proposed stepped spillway and wherever additional erosion protection is required. Any void between the existing and proposed structures will be filled with non porous granular embankment. A 153 feet long Denil fish passage will be constructed behind the existing concrete north abutment. A new concrete abutment will be constructed approximately 120 feet riverward from the existing concrete south abutment. A riprapped ramp with a grade of 10 H to 1 V will be constructed in the area between the existing and proposed south abutments. A cofferdam will be constructed and subsequently removed around any area of work constructed within the river.
- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):
 This job will require some tree removal and grubbing, topsoil stockpiling, earth and structure excavation, and excavation for riprap placement. This will also require construction and removal of cofferdams in the river.
- c. The total area of the construction site is estimated to be 7.6 acres.

acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed should range between 0.1 and 0.3 for use in the Rational Method. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

a. Erosion and Sediment Controls

- (i) **Stabilization Practices.** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.
 - (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

Prior to earth moving operations on the North side of the river, trees shall be protected as shown in the plans. Temporary erosion control seeding will be applied to erodible / bare areas every seven days to minimize the amount of exposed surface area within the contract limits in accordance with the Standard Specifications. At the completion of the final grading and shaping, the Contractor will apply permanent seeding, mulching and fertilizing as shown in the contract plans, the Summary of Quantities or as directed by the Resident Engineer.

- (ii) **Structural Practices.** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices (use additional pages, as necessary):

Prior to any construction activities, the Contractor will install Perimeter Erosion Barrier at locations shown on the plans or as directed by the Engineer. Dewatering basins shall be constructed, operated and maintained in accordance with the plans and specifications such that all water from within the cofferdams flows through the Dewatering basins prior to discharge into the river. The cofferdams are to be designed by the Contractor. Any necessary erosion/sedimentation controls for them will be a part of that design which is to be approved by the Engineer and will become a part of this plan.

b. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

(i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**

(ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls (use additional pages, as necessary):

Special riprap and grouted boulders will be placed downstream of the dam and at the entrance and exit of the Denil Fishway, and riprap for stilling basin will be applied to the bypass ramp to control erosion.

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

The management practices, controls and other provisions in this plan are in accordance with IDOT Standard Specifications for Road and Bridge Construction and the Illinois Urban Manual.

3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

The Contractor will be responsible for installing and maintaining the erosion control systems in accordance with existing specifications, the Illinois Urban Manual, the Illinois Department of Transportation Drainage Manual, the current edition of the "Supplemental Specifications and Resurring Special Provisions" and as directed by the Engineer.

4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

5. Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

N/A



ILLINOIS
 DEPARTMENT OF
NATURAL RESOURCES
 Office of Water Resources

Contractor Certification Statement

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project Information:

Project Multi-Purpose Dam Project – Phase 1, Yorkville Dam Year 2006
 City Yorkville, Illinois Project No. FR-422
 County Kendall

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

 Signature

 Date

 Title

 Name of Firm

 Street Address

 City State

 Zip Code

 Telephone Number

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
NOTICE OF INTENT (NOI)
GENERAL PERMIT TO DISCHARGE STORM WATER
CONSTRUCTION SITE ACTIVITIES**

OWNER INFORMATION

NAME:	LAST Illinois Dept. of Natural Resources	FIRST Resources	MIDDLE	(OR COMPANY NAME)	OWNER TYPE: State
MAILING ADDRESS:	One Natural Resources Way				
CITY:	Springfield	STATE:	IL	ZIP:	62702
CONTACT PERSON:	William J. Schuck	TELEPHONE NUMBER:	AREA CODE 217	NUMBER 782-0900	

CONTRACTOR INFORMATION

NAME:	LAST	FIRST	MIDDLE	(OR COMPANY NAME)	TELEPHONE NUMBER:	AREA CODE	NUMBER
MAILING ADDRESS:	CITY:			STATE:	ZIP:		

CONSTRUCTION SITE INFORMATION

SELECT ONE:	<input checked="" type="checkbox"/> New Site <input type="checkbox"/> CHANGE OF INFORMATION TO PERMIT NO. ILR10								
FACILITY NAME:	Multi-Purpose Dam Project - Phase I, FR-422	OTHER NPDES PERMIT NOS.:							
FACILITY LOCATION:	on the Fox River approx. 970' upstream of the Route 47 bridge.			TELEPHONE NUMBER:	AREA CODE	NUMBER			
CITY:	Yorkville	ST:	IL	ZIP:	60560	LATITUDE:	41 30 10	LONGITUDE:	88 06 20
COUNTY:	Kendall	SECTION:	33	TOWNSHIP:	37N	RANGE:	7E		
APPROX. CONST. START DATE:	05 / 10 / 06	APPROX. CONSTRUCTION END DATE:	6 / 30 / 08	TOTAL SIZE OF CONSTRUCTION SITE IN ACRES:	7.6				
STORM WATER POLLUTION PREVENTION PLAN COMPLETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If no, separate notification required to Agency prior to construction.)									

TYPE OF CONSTRUCTION

Reconstruction	TYPE BRIEF DESCRIPTION OF PROJECT: Construct a stepped spillway, riprap ramp, new abutment and a Denil Fishway on the exist. Yorkville Dam
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HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

HAS THIS PROJECT SATISFIED APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON:		
HISTORIC PRESERVATION	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
ENDANGERED SPECIES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

RECEIVING WATER INFORMATION

DOES YOUR STORM WATER DISCHARGE DIRECTLY TO: <input checked="" type="checkbox"/> WATERS OF THE STATE OR <input type="checkbox"/> STORM SEWER	OWNER OF STORM SEWER SYSTEM: Illinois Department of Natural Resources
NAME OF CLOSEST RECEIVING WATER:	Fox River

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

OWNER SIGNATURE: _____ DATE: _____

MAIL COMPLETED FORM TO: (DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 www.epa.state.il.us	FOR OFFICE USE ONLY LOG:
		PERMIT NO. ILR10
		DATE:

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004
Revised: November 1, 2005

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

“Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete.”

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the “Unit Price Adjustments” table of Article 503.22 of the Standard Specifications to read:

“UNIT PRICE ADJUSTMENTS	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals):	
When protected by:	
Protection Method II	115%
Protection Method I	110%
For concrete in superstructures:	
When protected by:	
Protection Method II	123%
Protection Method I	115%
For concrete in footings:	
When protected by:	
Protection Method I, II or III	107%
For concrete in slope walls:	
When protected by:	
Protection Method I	107%”

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

“All test specimens shall be cured with the units according to Article 1020.13.”

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article.”

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"For curing, air vents shall be in place and shall be so arranged that no water can enter the void tubes during the curing of the members."

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13."

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days."

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION"			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete: ^{11/}			
Pavement			
Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{3/5/}	3	1020.13(c)
Base Course			
Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{1/2/}	3	1020.13(c)
Driveway			
Median			
Curb			
Gutter	1020.13(a)(1)(2)(3)(4)(5) ^{4/5/}	3	1020.13(c) ^{16/}
Curb and Gutter			
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin			
Manhole	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Inlet			
Valve Vault			
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5) ^{1/2/}	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings			
Foundation Seals	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(e)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(e)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(e)(1)(2)
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(e)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete: ^{11/}			
Bridge Beams			
Piles			
Bridge Slabs	1020.13(a)(3)(5) ^{9/10/}	As required. ^{13/}	504.06(c)(6), 1020.13(e)(2) ^{19/}
Nelson Type Structural Member			
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/9/10/}	As required. ^{14/}	504.06(c)(6), 1020.13(e)(2) ^{19/}
Precast, Prestressed Concrete: ^{11/}			
All Items	1020.13(a)(3)(5) ^{9/10/}	Until strand tensioning is released. ^{15/}	504.06(c)(6), 1020.13(e)(2) ^{19/}

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced at no additional cost to the Department."

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

"The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period."

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

"The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period."

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

"1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired."

Add the following Article to Section 1022 of the Standard Specifications:

"1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume."

Revise Article 1020.14 of the Standard Specifications to read:

"1020.14 Temperature Control for Placement. Temperature control for concrete placement shall be according to the following.

- (a) Temperature Control other than Structures. The temperature of the concrete immediately before placement shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) Temperature Control for Structures. The temperature of the concrete, as placed in the forms, shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F). When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

80114

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

80055

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

“The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed.”

80054

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"109.07 Partial Payments. Partial payments will be made as follows:

- (a) **Progress Payments.** At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) **Material Allowances.** At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

80116

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80155

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Revised: November 1, 2005

Add the following paragraph after the last paragraph of Article 1001.01 of the Standard Specifications.

"For portland cement according to ASTM C 150, the bill of lading shall state if limestone has been added. The bill of lading shall also state that the limestone addition is not in excess of five percent by mass (weight) of the cement."

80139

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

"The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

"The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

"The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

80083

PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999

Revised: November 1, 2004

Product Approval. Precast concrete products shall be produced according to the Department's current Policy Memorandum, "Quality Control/Quality Assurance Program for Precast Concrete Products". The Policy Memorandum applies to precast concrete products listed under the Products Key of the "Approved List of Certified Precast Concrete Producers".

Precast Concrete Box Culverts. Add the following sentence to the end of the fourth paragraph of Article 540.06:

"After installation, the interior and exterior joint gap between precast concrete box culvert sections shall not exceed 38 mm (1 1/2 in.)."

Portland Cement Replacement. For precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or ground granulated blast-furnace (GGBF) slag shall be governed by the AASHTO or ASTM standard specification referenced in the Standard Specifications.

For all other precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or GGBF slag shall be approved by the Engineer. Class F fly ash shall not exceed 15 percent by mass (weight) of the total portland cement and Class F fly ash. Class C fly ash shall not exceed 20 percent by mass (weight) of the total portland cement and Class C fly ash. GGBF slag shall not exceed 25 percent by mass (weight) of the total portland cement and GGBF slag.

Concrete mix designs, for precast concrete products, shall not consist of portland cement, fly ash and GGBF slag.

Ready-Mixed Concrete. Delete the last paragraph of Article 1020.11(a) of the Standard Specifications.

Shipping. When a precast concrete product has attained the specified strength, the earliest the product may be loaded, shipped, and used is on the fifth calendar day. The first calendar day shall be the date casting was completed.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract.

419.doc

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: November 2, 2005

Revise Article 1006.10(a) of the Supplemental Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706M (A 706), Grade 420 (60) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element ^{1/}	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	2/, 3/	2/, 3/
Tin ^{4/}	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706M (A 706). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284M (M 284) and the following.
- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 0.18 to 0.30 mm (7 to 12 mils). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 0.18 to 0.50 mm (7 to 20 mils).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 13 mm (0.5 in.) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SEEDING AND SODDING (BDE)

Effective: July 1, 2004

Revised: August 1, 2005

Revise Class 1A and 2A seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	kg/hectare (lb/acre)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (20)
	Rescue 911 Hard Fescue	20 (20)
	Fults Salt Grass*	70 (60)
2A Salt Tolerant Roadside Mixture 7/	Alta Fescue or Ky 31	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (30)
	Rescue 911 Hard Fescue	20 (30)
	Fults Salt Grass 1/	70 (60)"

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

"Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense."

Add the following sentence to Article 252.04 of the Standard Specifications:

"Sod shall not be placed during the months of July and August."

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

"252.08 Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer."

Revise Article 252.09 of the Standard Specifications to read:

"252.09 Supplemental Watering. During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice."

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

"252.12 Method of Measurement. Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense."

"Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering."

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

"252.13 Basis of Payment. Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

- (a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.
- (b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid."

Revise Article 1081.03(b) of the Standard Specifications to read:

"(b) Salt Tolerant Sod.

Variety	Percent by Weight
Buffalo Grass	30%
Buchloe Dactyloides	
Amigo Fineleaf Tall Fescue	20%
Audubon Red Fescue	15%
Rescue 911 Hard Fescue	15%
Rugby Kentucky Bluegrass	5%
Fults Pucinnellia Distans	15%"

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard Seed Percent Maximum	Purity Percent Minimum	Pure, Live Seed Percent Minimum	Weed Percent Maximum	Secondary Noxious Weeds No. per kg (oz) Max. Permitted*	Remarks
Alfalfa	20	92	89	0.50	211 (6)	1/
Brome Grass	-	90	75	0.50	175 (5)	-
Clover, Alsike	15	92	87	0.30	211 (6)	2/
Clover, Crimson	15	92	83	0.50	211 (6)	-
Clover, Ladino	15	92	87	0.30	211 (6)	-
Clover, Red	20	92	87	0.30	211 (6)	-
Clover, White Dutch	30	92	87	0.30	211 (6)	3/
Audubon Red Fescue	0	97	82	0.10	105 (3)	-
Fescue, Alta or Ky. 31	-	97	82	1.00	105 (3)	-
Fescue, Creeping Red	-	97	82	1.00	105 (3)	-
Fulfs Salt Grass	0	98	85	0.10	70 (2)	-
Kentucky Bluegrass	-	97	80	0.30	247 (7)	5/
Lespedeza, Korean	20	92	84	0.50	211 (6)	3/
Oats	-	92	88	0.50	70 (2)	4/
Orchard Grass	-	90	78	1.50	175 (5)	4/
Redtop	-	90	78	1.80	175 (5)	4/
Ryegrass, Perennial, Annual	-	97	85	0.30	175 (5)	4/
Rye, Grain, Winter	-	92	83	0.50	70 (2)	4/
Rescue 911 Hard Fescue	0	97	82	0.10	105 (3)	-
Timothy	-	92	84	0.50	175 (5)	4/
Vetch, Crown	30	92	67	1.00	211 (6)	3/ & 6/
Vetch, Spring	30	92	88	1.00	70 (2)	4/
Vetch, Winter	15	92	83	1.00	105 (3)	4/
Wheat, hard Red Winter	-	92	89	0.50	70 (2)	4/

80131

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS and SI concrete. Self-consolidating concrete may also be used for drilled shafts.

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7, and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

Aggregate Blend Expansion = $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ etc.

Where: a, b, c, ... = percent of aggregate blend

A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply except as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used for drilled shafts or when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range

shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will also be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 1.5 cu m (2 cu yd) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 25 mm (1.0 in.) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use, and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall design falsework and forms for full hydrostatic head pressure of the concrete. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidations shall be according to Article 503.07 of the Standard Specifications except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

“Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 1.5 m (5 ft). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 9 m (30 ft), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted.”

Delete the sixth, seventh, eighth and ninth paragraphs of Article 503.07 of the Standard Specifications.

Revise the eleventh paragraph of Article 503.07 of the Standard Specifications to read:

“Concrete shall be placed in continuous layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. In order that the concrete will not be injured and that there shall be no line of separation between the batches, the separate batches shall follow each other closely as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time between the placing of successive batches be greater than 20 minutes. Concrete shall be rodded with a piece of lumber or conduit if the material has lost its fluidity prior to placement of additional concrete. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer. If ready-mixed concrete is used, the requirements of Article 1020.11 shall apply. Delivery of mixed concrete shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes.”

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 40 cu m (50 cu yd) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 230 cu m (300 cu yd) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 25 mm (1 in.) for slump flow, and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 25 mm (1 in.) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: November 1, 2005

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7 and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

$$\text{Aggregate Blend Expansion} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots \text{etc.}$$

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004

Revised: July 1, 2004

Description. At the bidder's option, a steel cost adjustment will be made to provide additional compensation to the Contractor or a credit to the Department for fluctuations in steel prices. The bidder must indicate on the attached form whether or not steel cost adjustments will be part of this contract. This attached form shall be submitted with the bid. Failure to submit the form shall make this contract exempt of steel cost adjustments.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)
Structural Steel
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), frames and grates, and other miscellaneous items will be subject to a steel cost adjustment when the pay item they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in kg (lb), shipped from the mill to the fabricator.
- (c) The quantity of steel, in kg (lb), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in kg (lb)
D = price factor, in dollars per kg (lb)

$$D = CBP_M - CBP_L$$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the

American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per kg (lb).

$CBP_L =$ The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per kg (lb).

The unit masses (weights) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the CBP_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the CBP_L and CBP_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(CBP_L - CBP_M) \div CBP_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the steel items are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 305 mm (12 in.), 3.80 mm (0.179 in.) wall thickness)	34 kg/m (23 lb/ft)
Furnishing Metal Pile Shells 305 mm (12 in.), 6.35 mm (0.250 in.) wall thickness)	48 kg/m (32 lb/ft)
Furnishing Metal Pile Shells 356 mm (14 in.), 6.35 mm (0.250 in.) wall thickness)	55 kg/m (37 lb/ft)
Other piling	See plans
Structural Steel	See plans for weights
Reinforcing Steel	See plans for weights
Dowel Bars and Tie Bars	3 kg (6 lb) each
Mesh Reinforcement	310 kg/sq m (63 lb/100 sq ft)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	30 kg/m (20 lb/ft)
Steel Plate Beam Guardrail, Type B w/steel posts	45 kg/m (30 lb/ft)
Steel Plate Beam Guardrail, Types A and B w/wood posts	12 kg/m (8 lb/ft)
Steel Plate Beam Guardrail, Type 2	140 kg (305 lb) each
Steel Plate Beam Guardrail, Type 6	570 kg (1260 lb) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	330 kg (730 lb) each
Traffic Barrier Terminal, Type 1 Special (Flared)	185 kg (410 lb) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	16 kg/m (11 lb/ft)
Light Pole, Tenon Mount and Twin Mount, 9 m – 12 m (30 - 40 ft)	21 kg/m (14 lb/ft)
Light Pole, Tenon Mount and Twin Mount, 13.5 m – 16.5 m (45 - 55 ft)	31 kg/m (21 lb/ft)
Light Pole w/Mast Arm, 9 m – 15.2 m (30 - 50 ft)	19 kg/m (13 lb/ft)
Light Pole w/Mast Arm, 16.5 m – 18 m (55 - 60 ft)	28 kg/m (19 lb/ft)
Light Tower w/Luminaire Mount, 24 m – 33.5 m (80 - 110 ft)	46 kg/m (31 lb/ft)
Light Tower w/Luminaire Mount, 36.5 m – 42.5 m (120 - 140 ft)	97 kg/m (65 lb/ft)
Light Tower w/Luminaire Mount, 45.5 m – 48.5 m (150 - 160 ft)	119 kg/m (80 lb/ft)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	95 kg/m (64 lb/ft)
Steel Railing, Type S-1	58 kg/m (39 lb/ft)
Steel Railing, Type T-1	79 kg/m (53 lb/ft)
Steel Bridge Rail	77 kg/m (52 lb/ft)
Frames and Grates	
Frame	115 kg (250 lb)
Lids and Grates	70 kg (150 lb)

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this form with his/her bid. Failure to submit the form shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans?

Yes No

Signature: _____ **Date:** _____

80127

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B - C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor
B = Net weight shown on delivery ticket
C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

ILLINOIS DEPARTMENT OF LABOR
PREVAILING WAGES FOR KENDALL COUNTY EFFECTIVE February, 2006

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 the 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 the 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 this 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.

Kendall County Prevailing Wage for February 2006

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			30.150	30.900	1.5	1.5	2.0	6.860	3.940	0.000	0.170
ASBESTOS ABT-MEC	BLD			23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER	BLD			36.820	40.140	2.0	2.0	2.0	6.920	6.260	0.000	0.210
BRICK MASON	BLD			33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
CARPENTER	ALL			35.320	37.320	1.5	1.5	2.0	6.760	5.320	0.000	0.490
CEMENT MASON	ALL			33.300	36.630	1.5	1.5	2.0	5.900	8.460	0.000	0.050
CERAMIC TILE FNShER	BLD			27.200	0.000	2.0	1.5	2.0	5.400	5.200	0.000	0.100
COMMUNICATION TECH	BLD			30.730	32.830	1.5	1.5	2.0	8.230	7.070	0.000	6.100
ELECTRIC PWR EQMT OP	ALL			26.940	34.540	1.5	1.5	2.0	3.750	7.440	0.000	0.130
ELECTRIC PWR GRNDMAN	ALL			20.970	34.540	1.5	1.5	2.0	3.750	5.760	0.000	0.100
ELECTRIC PWR LINEMAN	ALL			31.980	34.540	1.5	1.5	2.0	3.750	8.850	0.000	0.160
ELECTRIC PWR TRK DRV	ALL			21.640	34.540	1.5	1.5	2.0	3.750	5.950	0.000	0.110
ELECTRICIAN	BLD			37.400	41.140	1.5	1.5	2.0	8.230	8.600	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			38.995	43.870	2.0	2.0	2.0	7.275	3.420	2.340	0.370
FENCE ERECTOR	ALL			34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
GLAZIER	BLD			31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR	BLD			32.800	34.550	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER	ALL			34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
LABORER	ALL			30.150	30.900	1.5	1.5	2.0	6.600	4.200	0.000	0.170
LATHER	BLD			35.320	37.320	1.5	1.5	2.0	6.760	5.320	0.000	0.490
MACHINIST	BLD			35.630	37.630	2.0	2.0	2.0	3.880	4.750	2.460	0.000
MARBLE FINISHERS	ALL			25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON	BLD			33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.580
MILLWRIGHT	ALL			35.320	37.320	1.5	1.5	2.0	6.760	5.320	0.000	0.490
OPERATING ENGINEER	BLD 1			39.550	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	BLD 2			38.250	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	BLD 3			35.700	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	BLD 4			33.950	43.550	2.0	2.0	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	HWY 1			37.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	HWY 2			37.200	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	HWY 3			35.150	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	HWY 4			33.750	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
OPERATING ENGINEER	HWY 5			32.550	41.750	1.5	1.5	2.0	6.450	5.150	1.800	0.650
ORNAMNTL IRON WORKER	ALL			34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
PAINTER	ALL			33.330	34.330	1.5	1.5	1.5	5.150	5.000	0.000	0.250
PAINTER SIGNS	BLD			25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIVER	ALL			35.320	37.320	1.5	1.5	2.0	6.760	5.320	0.000	0.490
PIPEFITTER	BLD			35.010	37.010	1.5	1.5	2.0	7.800	7.440	0.000	0.900
PLASTERER	BLD			32.100	33.600	1.5	1.5	2.0	6.240	6.600	0.000	0.400
PLUMBER	BLD			35.010	37.010	1.5	1.5	2.0	7.800	7.440	0.000	0.900
ROOFER	BLD			32.800	34.800	1.5	1.5	2.0	5.930	3.140	0.000	0.330
SHEETMETAL WORKER	BLD			35.030	37.030	1.5	1.5	2.0	6.470	7.440	0.000	0.540
SPRINKLER FITTER	BLD			34.500	36.500	1.5	1.5	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR	ALL			34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
STONE MASON	BLD			33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER	BLD			27.950	0.000	1.5	1.5	2.0	6.150	5.560	0.000	0.220
TERRAZZO MASON	BLD			32.050	35.050	1.5	1.5	2.0	6.150	7.140	0.000	0.120
TILE MASON	BLD			33.000	37.000	2.0	1.5	2.0	5.400	6.400	0.000	0.180
TRUCK DRIVER	ALL 1			32.040	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	ALL 2			32.190	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	ALL 3			32.390	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TRUCK DRIVER	ALL 4			32.590	32.590	1.5	1.5	2.0	5.830	3.680	0.000	0.000
TUCKPOINTER	BLD			34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

KENDALL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products,

tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards;

Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed

a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.