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 that 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 receiving paper proposals and plans who are wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) or Contractors downloading proposals and plans who 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 "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 Proposal Forms and Plans"(BDE 124) or "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: It is the contractor's responsibility to determine which, if any, addenda pertains to any project they may be bidding. Failure to incorporate all relevant addenda may cause the bid to be declared unacceptable. When the Department implements electronic ONLY Proposals and Plans it will not send addenda to individual plan holders. **Beginning with the May 7, 2004 Notice of Letting Bulletin for the June 11, 2004 Letting, Proposals and Plans will be available on the Departments web site at http://www.dot.il.gov/desenv/delett.html or on CD-ROM ONLY.**

Each addendum will be placed with the contract number. Addenda will also be placed on the Addendum/Revision Checksheet and each subscription service subscriber will be notified by e-mail of each addendum 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	217/785-5875

ADDENDUMS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested/downloaded prior to the date of the addendum, an addendum package should have been mailed to the planholder or updated electronically on IDOT's website. If plans/proposals were ordered/downloaded after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

RETURN WITH BID

1W

Proposal Submitted By
Name
Address
City

Letting June 17, 2005

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

William G. Stratton Lock & Dam
Fish Ladder Repairs
Seawall and Riprap Bank Protection
McHenry County FR- 421

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.

HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?: Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of $15 for each set of plans and specifications issued.

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 Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) 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
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

ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

PROPOSAL

TO THE DEPARTMENT OF NATURAL RESOURCES

1. Proposal of _____

_____

for the improvement identified officially known as:

1W William G. Stratton Lock & Dam
Fish Ladder Repairs
Seawall and Riprap Bank Protection
McHenry County FR- 421

The project includes, in general, the following described work:

Repair a concrete fish ladder; construct 15,165 sq. ft. of steel sheet pile seawall; 2,688 sq. yd. of stone dumped, class A4 riprap bank protection; an 86 sq. yd. articulated block mat boat ramp; 1,689 cu. yd. of channel excavation; miscellaneous electrical work; and all appurtenant work.

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.

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:

Amount of Bid			Proposal Guaranty	Amount of Bid			Proposal Guaranty
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)

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.

WILLIAM G. STRATTON LOCK & DAM
FISH LADDER REPAIRS
SEAWALL AND RIPRAP BANK PROTECTION
McHENRY COUNTY
FR-421

ITEM NO.	DESCRIPTION	unit	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
1	Earth Excavation	cu yd	323				
2	Channel Excavation	cu yd	1,689				
3	Topsoil Furnish and Place, 4"	sq yd	585				
4	Perimeter Erosion Barrier	foot	620				
5	Stone Dumped Riprap, Class A4	sq yd	2,688				
6	Filter Fabric for use with Riprap	sq yd	2,774				
7	Articulated Block Mat	sq yd	86				
8	Aggregate Base Course, Type A	cu yd	121				
9	Concrete Removal	cu yd	2.9				
10	Concrete Structures	cu yd	6.3				
11	Furnishing & Erecting Structural Steel	pound	23,000				
12	Stud Shear Connectors	each	12				
13	Reinforcement Bars, Epoxy Coated	pound	860				
14	Steel Sheet Piling	sq ft	15,165				

FISH LADDER REPAIRS
SEAWALL AND RIPRAP BANK PROTECTION
McHENRY COUNTY
FR-421

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
15	Expansion Bolts 3/4 inch	each	11				
16	Pipe Culverts, Type 1 RCCP 24"	foot	20				
17	Concrete Collar	cu yd	0.9				
18	Flap Gate 24"	each	1				
19	Chain Link Fence, 6'	foot	8				
20	Mobilization	l sum	1				
21	Removal of Existing Lighting Unit, No Salvage	each	4				
22	Existing Light Pole Foundation Adjustment	each	1				
23	Riprap Removal	cu yd	140				
24	Light Pole, Steel, 20 ft. Mounting Height	each	4				
25	12" HDPE Pipe SDR 17.0	foot	53				
26	Construction Staking	l sum	1				
27	Biaxial Geogrid	sq yd	93				
28	Floating Turbidity Curtain	foot	700				

WILLIAM G. STRATTON LOCK & DAM
FISH LADDER REPAIRS
SEAWALL AND RIPRAP BANK PROTECTION
McHENRY COUNTY
FR-421

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
29	Sheet Piling Removal	sq ft	412				
30	Seeding, Mulching, and Fertilizing	acre	0.45				
31	Electrical Work	l sum	1				
32	Temporary Cofferdam System	each	2				
				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.

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.

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. The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E3 or 33-E4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 720 ILCS 5/33E-4).

D. 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).

E. 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).

F. 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):

☐ Individual
☐ Owner of Sole Proprietorship
☐ Partnership
☐ Tax-exempt hospital or extended care facility
☐ Corporation providing or billing medical and/or health care services
☐ Corporation NOT providing or billing medical and/or health care service
☐ Governmental Entity
☐ Nonresident alien individual
☐ Estate or legal trust
☐ Foreign corporation, partnership, estate, or trust
☐ Other:

G. 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.

(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.

H. 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.

I. 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.

J. 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).

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R.. The Contractor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552).

S. The Contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

T. 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.

U. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 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 Section 42 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. 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 each of its subcontractors. Unless otherwise directed in writing by the Department, 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 may be indicated as to be subcontracted.

_____

_____

_____

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.

RETURN WITH BID

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*:_____

Approved by DNR Legal Counsel June 2003
as revised by Comptroller Accounting Bulletin 116 in January 2004
(*) 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 312/814-2431 (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".

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:

_____

_____

RETURN WITH BID/OFFER

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. _____

_____

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 __

(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

RETURN WITH BID/OFFER

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

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.

RETURN WITH BID

ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

William G. Stratton Lock & Dam
Fish Ladder Repairs
Seawall and Riprap Bank Protection
McHenry County FR- 421

PART I. IDENTIFICATION

Dept. Human Rights #_____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TOTAL Workforce Projection for Contract												
			MINORITY EMPLOYEES						TRAINEES			
JOB CATEGORIES	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.		APPREN-TICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)												
SUPERVISORS												
FOREMEN												
CLERICAL												
EQUIPMENT OPERATORS												
MECHANICS												
TRUCK DRIVERS												
IRONWORKERS												
CARPENTERS												
CEMENT MASONS												
ELECTRICIANS												
PIPEFITTERS, PLUMBERS												
PAINTERS												
LABORERS, SEMI-SKILLED												
LABORERS, UNSKILLED												
TOTAL												

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

*Other minorities are defined as Asians (A) or Native Americans (N).
Please specify race of each employee shown in Other Minorities column.

Note: See instructions on the next page

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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.

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.

RETURN WITH BID

ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

Office of Water Resources
Proposal Bid Bond
(Effective July 1, 1995)

Item No. 1W
Letting Date June 17, 2005

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 "Proposal Guarantee" on page 3 of these proposal documents, 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, acting through the Department of Natural Resources, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department 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 Department; and if, after award by the Department, 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 Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department 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 Department 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 Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department 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: _____ By: _____
(Signature & Title) (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

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.

William G. Stratton Lock & Dam
Fish Ladder Repairs
Seawall and Riprap Bank Protection
McHenry County FR- 421

ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES
Office of Water Resources

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., June 17, 2005. 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 officially known as:

1W **William G. Stratton Lock & Dam**
Fish Ladder Repairs
Seawall and Riprap Bank Protection
McHenry County FR- 421

The project includes, in general, the following described work:

Repair a concrete fish ladder; construct 15,165 sq. ft. of steel sheet pile seawall; 2,688 sq. yd. of stone dumped, class A4 riprap bank protection; an 86 sq. yd. articulated block mat boat ramp; 1,689 cu. yd. of channel excavation; miscellaneous electrical work; and all appurtenant work.

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

Joel Brunsvold, Director

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, shall govern the construction of the proposed improvement and shall henceforth be referred to as Standard Specifications.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of the proposed improvement, and in 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.

Wherever the words "Department of Transportation" or "Division of Highways" are used, it shall mean the Department of Natural Resources, Office of Water Resources.

Wherever the words "Right of Way" are used, it shall mean a general term denoting land, property, or interest therein, usually in 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 Division of Project Implementation.

RECURRING SPECIAL PROVISIONS

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

STATE OF ILLINOIS

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF WATER RESOURCES

CONTRACT NO. FR - 421

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: steel sheet pile sea wall, riprap shoreline protection, a boat ramp, concrete fish ladder repair; and installation of power distribution and underground utilities - which includes the following major work items: 1,689 cubic yards of Channel Excavation; 2,688 square yards of Stone Dumped Riprap, Class A4; 23,000 pounds furnishing and erecting structural steel; 15,165 square feet of Steel Sheet Piling, 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 12 in Township 44 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois. The project is just southeast of the City of McHenry and runs from just downstream of the Lock System to the mouth of the Lock Channel at the Fox River .

PLANS AND DRAWINGS

The work to be done is shown on the drawings entitled "William G. Stratton Lock and Dam Fish Ladder Repairs, Seawall and Riprap Bank Protection, McHenry County, FR-421".

LIST OF SPECIAL PROVISIONS

BDE SPECIAL PROVISIONS

LIST OF SPECIAL PROVISIONS

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 December 30, 2005.

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 = Specified Pounds x 80
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	20 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 regions specified below:

Region	Spring	Fall	Dormant
Northern	No later than May 15	Aug. 1 - Sept. 1	Nov. 1 - Spring
Central	No later than Apr. 20	Aug. 15 - Sept.20	Nov. 15 - Spring
Southern	No later than Apr. 20	Aug. 20 - Oct. 1	Nov. 15 - Spring

The dividing line between the northern and central regions is located along the southern boundary of Mercer County and extended easterly. This line passes through the cities of Streator and Kankakee. The line used as a boundary between the central and southern regions is Interstate 70.

Spring seeding in all regions 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 dates specified for dormant seeding, 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

BIAXIAL GEOGRID

DESCRIPTION

This work shall include furnishing and placing biaxial geogrid at locations shown on the plans or directed by the Engineer.

MATERIAL

Biaxial geogrid shall consist of integrally formed, welded, or extruded polypropylene having the following properties:

Nominal Aperture Size, inches	1.0 to 1.5
Minimum Tensile Strength, MD, lb/ft	800
Minimum Tensile Strength, XD, lb/ft	1300

MD = Machine Direction XD = Cross-machine direction
Tensile Strength determined at 5% strain according to ASTM D 6637

CONSTRUCTION REQUIREMENTS

Geogrid shall be stored and installed according to Article 210.03 of the Standard Specifications as specified herein and as directed by the Engineer. Geogrid of insufficient width or length to fully cover the specified area shall be lapped a minimum of 3 feet. If any repairs are required to the geogrid, they shall have a minimum lap of 3 feet beyond the damaged area in each direction. Prior to installation of the biaxial geogrid, the subgrade shall be prepared according to Section 301 except articles 301.05 and 301.06 will not apply. Material shall be placed on the geogrid according to Article 210.04.

METHOD OF MEASUREMENT

Biaxial geogrid will be measured for payment in place and the area computed in square yards. The turned down edges of the geogrid will not be measured for payment and the overlapped areas will be measured as a single layer of material.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard for BIAXIAL GEOGRID, which price shall include preparation of the subgrade beneath the geogrid, and all materials and labor necessary for the proper installation of the geogrid.

SPECIAL PROVISION

SHEET PILING REMOVAL

DESCRIPTION

This work shall consist of furnishing all labor, materials, and equipment necessary to remove and dispose of existing sheet piling as shown in the plans. This item includes removal of all sheet piling, miscellaneous structural shapes, plates, bolts, or other items associated with the existing sheet pile system. The materials shall become the property of the contractor and shall be disposed of or removed from the site as part of this item.

METHOD OF MEASUREMENT

Sheet Piling Removal will be measured in place for payment. Payment will be made in square feet based upon multiplying the running length by the difference in elevations between the top and tip of the sheet piling to be removed. No separate measurement or payment will be made for removal of miscellaneous structural shapes, plates, bolts, or other items associated with the sheet pile system.

BASIS OF PAYMENT

This work will be paid for at the Contact unit price per square foot for SHEET PILING REMOVAL, which payment shall constitute full compensation for the removal and satisfactory disposal of all sheet piling, miscellaneous structural shapes, plates, bolts, or other items associated with the sheet pile system; and for furnishing of all labor, materials and equipment necessary to complete this work.

SPECIAL PROVISION

STEEL SHEET PILING

DESCRIPTION

This work shall consist of furnishing and installing permanent steel sheet piling to the limits as shown in the plans, to the tolerances and to all applicable articles contained within Section 512 of the Standard Specifications and as specified herein.

MATERIALS

The sheet piling for the main lock channel and the boat slip shall be of the continuous interlock type weighing not less than 22 pounds (PZ 22) per square foot of wall. A single section of piling shall have a section modulus of not less than 18.6 $in.^3$ (PZ 22) per lineal foot of wall. Special corner sections shall be designed by the manufacturer. Sheet Piling shall conform to the requirements of AASHTO M202.

CONSTRUCTION REQUIREMENTS

All piling shall be accurately placed to the lines and grades as shown on the plans or as established in the field by the Engineer. All piles shall be true to line and vertical. The Contractor shall, if required by the Engineer, and due to any cause, pull and reinstall all sheet piling which does not conform to plan dimensions or meet the requirements of Section 512 of the Standard Specifications. No additional compensation will be allowed.

The tops of all piles shall be protected during the driving to prevent damage. Any steel sheet piles damaged by driving or otherwise, or driven out of interlock shall be removed and replaced. No additional compensation will be allowed for repairs or replacement of damaged piling so specified.

Storage and Protection. The steel sheet piles, when delivered on the job, shall be stored above the surface of the ground upon platforms, skids, or other supports, and shall be protected from mechanical injury and from deterioration by exposure. Piling stored on site shall not exceed stack height and weight as shipped from the mill.

Driving Steel Piles. The Contractor shall drive the sheet piling in accordance with Section 512.10 of the Standard Specifications.

Cut-Off. The steel sheet piles shall be cut-off square with the axis of the pile and at the elevation as shown on the plans or as established in the field by the Engineer.

The cut-off portion of all piles shall become the property of the Contractor and be disposed of by him.

METHOD OF MEASUREMENT

This work will be measured in place in square feet. The dimensions used shall be the width of the piles times the length of the pile in place. Sheet piling that is cut off or driven beyond those dimensions shown on the plans will not be measured for payment. All

other work and materials required shall not be measured for payment.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square foot for STEEL SHEET PILING at the locations shown on the plans.

SPECIAL PROVISION

TEMPORARY COFFERDAM SYSTEM

DESCRIPTION

This work shall consist of furnishing all labor, materials, and equipment necessary to construct, maintain and subsequently remove a Temporary Cofferdam System at the locations shown in the plans.

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 the option of the contractor. The Contractor is fully responsible for the design of the cofferdam and may propose systems including prefabricated dams, inflatable dams, etc...

After having served it's purpose, the cofferdam and all associated materials used in conjunction with the cofferdam shall be removed in a manner approved by the Engineer and shall remain the property of the Contractor.

BASIS OF PAYMENT

This work will be paid for at the Contact unit price each for TEMPORARY COFFERDAM SYSTEM, at the location specified, which payment shall constitute full compensation for all labor, equipment, materials, maintenance, cleanup and restoration in the event of cofferdam failure or overtopping, the removal and disposal of all materials, and all other items necessary to complete this work.

SPECIAL PROVISION

HIGH DENSITY POLYETHYLENE PIPE (HDPE)

DESCRIPTION

This work shall consist of furnishing and installing high density polyethylene pipe (HDPE) of the required size along with all fittings and to the limits as shown in the plans.

MATERIALS

PIPE:

Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D3350-02 with a minimum cell classification of PE345464C. Pipe O.D. sizes 4" to 24" shall be available in both steel pipe sizes (IPS) and ductile iron pipe sizes (DIPS). Pipe O.D. sizes 26" to 54" shall be available in steel pipe sizes (IPS). Pipe shall have a manufacturing standard of ASTM D3035 and be manufactured by an ISO 9001 certified manufacturer. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects. The pipes shall be tested to the requirements and specifications of ASTM F 1473.

FITTINGS:

A. BUTT FUSION FITTINGS: Butt fusion fittings shall be in accordance with ASTM D3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabricated from HDPE pipe conforming to this specification. All fittings shall be pressure rated to provide a working pressure rating no less than that of the pipe. Fabricated fittings shall be manufactured using a McElroy Datalogger to record fusion pressure and temperature. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained as part of the quality control. The fitting shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

B. ELECTROFUSION FITTINGS: Electrofusion Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-02 and be the same base resin as the pipe. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055.

C. FLANGED AND MECHANICAL JOINT ADAPTERS: Flanged and Mechanical Joint Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-02 and be the same base resin as the pipe. All adapters shall be pressure rated to provide a working pressure rating no less than that of the pipe.

D. MECHANICAL RESTRAINT: Mechanical restraint for HDPE may be provided by mechanical means separate from the mechanical joint gasket sealing gland. The restrainer shall provide wide, supportive contact around the full circumference of the

pipe and be equal to the listed widths. Means of restraint shall be machined serrations on the inside surface of the restrainer equal to or greater than the listed serrations per inch and width. Loading of the restrainer shall be by a ductile iron follower that provides even circumferential loading over the entire restrainer. Design shall be such that restraint shall be increased with increases in line pressure.

Serrated restrainer shall be ductile iron ASTM A536-80 with a ductile iron follower; bolts and nuts shall be corrosive resistant, high strength alloy steel.

The restrainer shall have a pressure rating of, or equal to that of the pipe on which it is used or 150 PSI which ever is lesser. Restrainers shall be JCM Industries, Sur-Grip or pre-approved equal.

Nominal Size	Restraint Width	Serrations per inch
4", 6"	1-1/2"	8
8" 10 & 12"	1-3/4"	8

Pipe stiffeners shall be used in conjunction with restrainers. The pipe stiffeners shall be designed to support the interior wall of the HDPE. The stiffeners shall support the pipe's end and control the "necking down" reaction to the pressure applied during normal installation. The pipe stiffeners shall be formed of 304 or 316 stainless steel to the HDPE manufacturers published average inside diameter of the specific size and DR of the HDPE. Stiffeners shall be by JCM Industries or pre-approved equal.

CONSTRUCTION REQUIREMENTS

BUTT FUSION: Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 PSI. The butt fusion joining will produce a joint weld strength equal to or greater than the tensile strength of the pipe itself. All field welds shall be made with fusion equipment equipped with a McElroy Data Logger. Temperature , fusion pressure and a graphic representation of the fusion cycle shall be part of the quality control records.

SIDEWALL FUSION: Sidewall fusions for connections to outlet piping shall be performed in accordance with HDPE pipe and fitting manufacturer's specifications. The heating irons used for sidewall fusion shall have an inside diameter equal to the outside diameter of the HDPE pipe being fused. The size of the heating iron shall be ¼ inch larger than the size of the outlet branch being fused.

MECHANICAL: Bolted joining may be used where the butt fusion method cannot be used. Flange joining will be accomplished by using a HDPE flange adapter with a ductile iron back-up ring. Mechanical joint joining will be accomplished using either a molded mechanical joint adapter or the combination of a Sur-Grip Restrainer and Pipe Stiffener

as manufactured by JCM Industries, Inc. Either mechanical joint joining method will have a ductile iron mechanical joint gland.

OTHER: Socket fusion, hot gas fusion, threading, solvents, and epoxies may not be used to join HDPE pipe.

QUALITY AND WORKMANSHIP: The pipe and/or fitting manufacturer's production facility shall be open for inspection by the owner or his designated agents with a reasonable advance notice. During inspection, the manufacturer shall demonstrate that it has facilities capable of manufacturing and testing the pipe and/or fittings to the standards required by this specification.

PIPE PACKAGING, HANDLING & STORAGE: The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact and without physical damage. The transportation carriers shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked and restrained during transportation such that the pipe is not nicked, gouged, or physically damaged.

Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment.

Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method.

Fused segments of the pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections.

METHOD OF MEASUREMENT

HDPE of the diameter specified will be measured for payment in place in feet except that the length measured shall not exceed the length shown on the plans or authorized in writing by the Engineer. When elbows, tees or flanges are included within the run of HDPE, the measured length of the HDPE shall exclude the length of the elbow, tee or flange section.

All other work and materials required (elbow, tees, flanges, adapters, fittings, etc...) shall not be measured for payment.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot for HIGH DENSITY POLYETHYLENE PIPE of the standard dimension ratio (SDR) and diameters specified at the locations shown on the plans.

SPECIAL PROVISION

CONSTRUCTION PROCEDURE

The Contractor's attention is directed to the fact that the U.S. Army Corps of Engineers and the Illinois Department of Natural Resources, Office of Water Resources have or will issue permits for this project. 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 conduct his work in accordance with those requirements and the special provision contained herein. See the following pages for copies of the permits that have been acquired.

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

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

Illinois Department of
Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271
http://dnr.state.il.us

Rod R. Blagojevich, Governor
Joel Brunsvold, Director

May 9, 2003

SUBJECT: Permit No. NE2003042
Various Improvements at Stratton Lock & Dam
Fox River
McHenry County
Application No. 2001415

William Schuck
IDNR - Office of Water Resources
1 Natural Resources Way
Springfield, Illinois 62702

Dear Mr. Schuck:

We are enclosing Permit No. NE2003042 authorizing the subject project. This permit is subject to the following special condition:

a) Any cofferdams, temporary work barges, etc. needed to construct the permitted project shall not be constructed or installed in a way which will interfere with navigation or create a hazard to boating safety.

If any changes in the location or plans of the work are proposed, revised plans should be submitted promptly to my office for review and approval before construction begins.

When the work is completed, please contact Tim Kosiek of my staff at 847/608-3100, extension 2025, so we may schedule a final inspection.

Sincerely,

Gary W. Jereb by MS

Gary W. Jereb, P.E., Chief
Northeastern Illinois Regulatory Programs Section

GJ/TK:crw
Enclosure
cc: Chicago District Corps of Engineers (Chic. COE)
McHenry County Planning and Development

PERMIT NO. NE2003042
DATE: May 9, 2003

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
1 Natural Resources Way
Springfield, Illinois 62702

to construct seawalls, a boat ramp and a utility crossing and to install riprap at Stratton Lock & Dam on the Fox River in the Northwest Quarter of Section 12, Township 44 North, Range 8 East of the Third Principal Meridian in McHenry County,

in accordance with an application dated October 29, 2001, and the plans and specifications entitled:

PLAN VIEW (SOUTH), SHEET 2 OF 17, PLAN VIEW (NORTH), SHEET 3 0F 17, CROSS SECTIONS (SEAWALL), SHEETS 4 TO 6 OF 17, CROSS SECTIONS (RIPRAP) SHEETS 7 TO 9 OF 17, RETAINING WALL (PLAN & ELEVATION), SHEET 10 OF 17, ALL SHEETS DATED OCTOBER 29, 2001, ALL SHEETS RECEIVED NOVEMBER 1, 2001.

Examined and Recommended:

Gary W. Jereb by mo

Gary W. Jereb, Chief
Northeastern Illinois Regulatory
Programs Section

Approval Recommended:

Gary R Clark

Gary R Clark, Acting Director
Office of Water Resources

Approved:

Joel Brunsvold

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 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, 2006, 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 FOLLOWING SPECIAL CONDITIONS:

a) Any cofferdams, temporary work barges, etc. needed to construct the permitted project shall not be constructed or installed in a way which will interfere with navigation or create a hazard to boating safety.

Terry Burke

Illinois Department of Natural Resources

COMPREHENSIVE ENVIRONMENTAL REVIEW PROCESS

Project Code: 0401813 Project Title: Stratton Lock and Dam Seawall, Riprap, Boat Ramp, etc. (Re-Certification)

Site Name: _____ Proposed Start Date: March 2004

Contact Person: Bob Culli (OWR) PH.# 782-4605 County: McHenry

USGS Quad Maps: McHenry, IL T: 44N R: 8E Sec: 12

Quad #: _____

Project Description: This is to request a re-certification of CERP # 0106903 (copy attached) which was approved on 10/01/01, and which was an addendum to CERP # 0104400 (approved 08/27/01). The project, which has not yet been constructed, involves the construction of a sheetpile seawall and boat ramp along the west boat channel downstream of the lock, a retaining wall along the west bank of the Fox River upstream of the lock, riprap bank protection along both banks of the boat channel from the boat ramp downstream to the Fox River, repairs to the Gate Structure in the channel east of the lock, and utility conduits across the boat channel downstream of the lock. The project has not changed from what was previously CERPed. All of the work is to be done in previously disturbed areas.

RLC (10/14/03)

Funding Source: IDNR Capital √(OWR), Heavy Equipment _____, Force Account _____.
Other State, Local, or Private Agency _____.
Federal _____. Federal program (e.g. P-R) _____.

Approval by Site Superintendent: (for all NON CAPITAL projects, e.g. Heavy equipment, force account, leases, R.O.W., etc.)

_____ _____
Signature, Site Superintendent Date

CERP Staff Only:
REVIEWS PERFORMED

	Approved	Approved with Restrictions	Comments
Threatened & Endangered Species Natural Areas/Nature Preserves	10-15-03	_____	_____
Wetlands	10-15-03	_____	_____
Cultural Resources	10-15-03	_____	_____
Other	N.A.	_____	_____

Kenneth L. Litchfield Date 10-15-03
Kenneth L. Litchfield, Manager
CERP (217)785-5500

cc: Culli

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 RENEE CIPRIANO, DIRECTOR

217/782-3362

July 25, 2003

Chicago District
Corps of Engineers
111 North Canal Street, Suite 600
Chicago, Illinois 60606

RE: Illinois Department of Natural Resources (McHenry County)
Construct seawall, boat ramp, utility conduits and repair gate structure
Log # C-1268-01 [CoE appl. # 200200101]

Gentlemen:

This Agency received a request on October 31, 2001 from the Illinois Department of Natural Resources requesting necessary comments concerning the construction of a seawall, boat ramp, utility conduits and the repair of a gate structure in and near the Fox River near McHenry, IL. 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 to the adjoining wetlands.

8. The use of directional drilling to install utility pipelines below surface waters of the State is hereby certified provided that:

i. All pits and other construction necessary for the directional drilling process are located outside of surface waters of the State;
ii. All drilling fluids shall be adequately contained such that they cannot make their way to surface waters of the State. Such fluids that are not being used as backfill shall be stored or disposed in self contained areas with no discharge to waters of the state. Material shall be disposed of appropriately under the regulations at 35 Ill. Adm. Code Subtitle G.
iii. Erosion and sediment control is provided in accordance with Conditions 2, 4 and 5.

This certification becomes effective when the Department of the Army, Corps of Engineers, includes the above condition # 1 through # 8 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.

Sincerely,

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

cc: IEPA, Records Unit
IEPA, DWPC, FOS, Des Plaines
IDNR, OWR, Bartlett
USEPA, Region 5
Illinois Department of Natural Resources

Terry Burrice

Illinois Department of Natural Resources

COMPREHENSIVE ENVIRONMENTAL REVIEW PROCESS

Project Code: 0401812 Project Title: Stratton Dam Fish Ladder Rehabilitation (Re-certification)

Site Name: _____ Proposed Start Date: _____

Contact Person: Bob Culli (OWR) PH.# 782-4605 County: McHenry

USGS Quad Maps: McHenry, IL T: 44N R: 8E Sec: 12

Quad #: _____

Project Description:

This project was previously approved through CERP on 04/17/01 (The CERP # is 0102787, copy attached). Construction of the project has been delayed. The work consists of the rehabilitation of the fish ladder at the Stratton Dam on the Fox River. The fish ladder has deteriorated and needs to be rehabilitated. This will result in a fish ladder which will meet the recommendations suggested by Fisheries. The project area has been previously disturbed and is very small (less than 0.02 acre).

RLC (10/14/03)

Funding Source: IDNR Capital √(OWR), Heavy Equipment _____, Force Account _____.
Other State, Local, or Private Agency _____.
Federal _____. Federal program (e.g. P-R) _____.

Approval by Site Superintendent: (for all NON CAPITAL projects, e.g. Heavy equipment, force account, leases, R.O.W., etc.)

_____ _____
Signature, Site Superintendent Date

CERP Staff Only:
REVIEWS PERFORMED

	Approved	Approved with Restrictions	Comments
Threatened & Endangered Species Natural Areas/Nature Preserves	10-15-03	_____	_____
Wetlands	10-15-03	_____	_____
Cultural Resources	10-15-03	_____	_____
Other	N.A.	_____	_____

Kenneth L. Litchfield Date 10-15-03

Kenneth L. Litchfield, Manager
CERP (217)785-5500

cc: Culli

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

Technical Services Division
Regulatory Branch
200200101

SUBJECT: Permit Application to Construct Approximately 620 Feet of Seawall, a Boat Ramp, Five 4-inch Diameter Utility Conduits, and Repair a Gate Structure Located in the Boat Channel in the Stratton Lock and Dam, McHenry, McHenry County, Illinois

Mr. William Schuck
Illinois Department of Natural Resources
Office of Water Resources
3215 Executive Park Drive
Springfield, Illinois 62703

Dear Mr. Schuck:

The U.S. Army Corps of Engineers has authorized the above-referenced project under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899, as described in your notification and as shown in your permit application dated October 29, 2001, preparted by the Illinois Department of Natural Resources. Enclosed is your copy of the executed permit which becomes effective on the date of this letter.

This determination covers only your project as described above. If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization. If it is anticipated that the activity as described cannot be completed within the time limits of the authorization, you must submit a request for a time extension to this office at least thirty (30) calendar days prior to the expiration date of your permit. Failure to do so will result in the District's re-evaluation of your project, which may include the issuance of a public notice.

Once you have completed your project, please sign and return the enclosed compliance certification. If you have any questions, contact Ms. Kate M. Bliss of the Regulatory Branch, at telephone number (312) 846-5542 or by email at kate.m.bliss@usace.army.mil.

Sincerely,

Mitchell A. Isoe
Chief, Regulatory Branch

Enclosure

Copy Furnished: (w/ enclosure)

United States Fish & Wildlife Service (Rogner)
Illinois Environmental Protection Agency (Yurdin)
Illinois Department of Natural Resources (Schanzle)
Illinois Department of Natural Resources/OWR (Jereb)
McHenry County Department of Planning and Development (Ehardt)

PERMIT COMPLIANCE

CERTIFICATION

Permit Number: 2002201

Permittee: IDNR

Date of Issuance: 10 Oct 2003

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and that compensatory wetland mitigation was completed in accordance with the approved mitigation plan.[1]

PERMITTEE _____ DATE _____

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
111 North Canal Street, Suite 600
Chicago, Illinois 60606-7206

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

[1] If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

1

DEPARTMENT OF THE ARMY

PERMIT

Permittee: STRATTON LOCK AND DAM

Application No.: 200200101

Issuing Office: CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS

DEFINITIONS: 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.

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

Project Description: Construction of approximately 620 feet of seawall, a boat ramp, five 4-inch diameter utility conduits, and repair a gate structure located in the boat channel in the Stratton Lock and Dam, McHenry, McHenry County, Illinois, as described in your notification and as shown on sheet 2 and 3 of your construction drawings dated October 29, 2001.

Project Location: The proposed location for the project is at the Stratton Lock and Dam within the Fox River, in McHenry, McHenry County, Illinois (Northwest Quarter of Section 12, Township 44 North, Range 8 East).

Permit Conditions:

General Conditions

1. The time limit for completing the authorized work ends on September 1, 2008. If you find that you need more time to complete the authorized activity(s), submit your request for a time extension to this office for consideration at least one month before the above 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.

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

Special Conditions

1. This permit is based on all material submitted as part of application number 200200101. You must comply with all applicable regulations. Failure to comply with the terms and conditions of this permit may result in suspension and revocation of your permit.

2. You shall undertake and complete the project as described in sheet 2 and 3 of your construction drawings dated October 29, 2001, including all relevant documentation to the project plans as proposed.

3. Throughout the project's duration, you shall adhere to all soil erosion and sediment control plans.

4. You shall provide written notification to this office at least ten (10) days prior to the commencement of work indicating the start date and estimated end date of construction.

5. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project. Conditions of the certification are conditions of this authorization.

6. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.

7. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

8. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

10. The permittee understands and agrees that, if future operations by the United States require removal, relocation, or other alteration of the structure or work authorized herein, 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 water, 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.

Further Information:

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

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

( ) 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. 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 the 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 modifications, 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 the reliance on the information you provided.

5. Reevaluation of Permit Decision. The 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).

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 established 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 a permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

William J. Schuck — 9/16/03

PERMITTEE — DATE

Mr. William Schuck
Illinois Department of Natural Resources
Office of Water Resources
3215 Executive Park Drive
Springfield, Illinois 62703

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

[signature] — 10 Oct 03

FOR AND ON BEHALF OF — DATE

Gary E Johnston
Colonel, U.S. Army
District Engineer

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

ADDRESS

TELEPHONE

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

RECEIVED
OFFICE OF WATER RESOURCES
SPRINGFIELD, ILLINOIS
MER — AUG 0 5 2004 DRV —
AS —
PGM D — PI —
JUL 28 2004 — RM —
TM
TB

Technical Services Division
Regulatory Branch
200101103

SUBJECT: Permit Application to Repair a Fish Corridor at the Stratton Lock and Dam, McHenry, McHenry County, Illinois

William Mr. Schuck
Illinois Department of Natural Resources
Office of Water Resources
3215 Executive Park Drive
Springfield, Illinois 62703

Dear Schuck:

This is in reference to your letter dated June 30, 2004, regarding your request to extend the expiration date of the regional permit 200101103 authorization granted on September 21, 2001.

The Chicago District has no objections to the proposed time extension. This office grants you an additional 3 years to complete the project under the original permit. Regional permit 200101103 will expire on September 21, 2007. All terms and conditions of the original permit to which the authorized work was made subject to shall remain in full force and effect. This letter and all revised plans shall be added to all copies of the permit, including those at the work site.

It is your responsibility to obtain required state or local approvals for the modification before commencing work. We note that additional water quality certification under Section 401 of the Clean Water Act may be needed from the Illinois Environmental Protection Agency.

Be informed that if it becomes necessary to request further modification of the authorized project, this office reserves the right to re-evaluate the project pursuant to new regulations or District policy. If you have any questions, please contact Ms. Kate Bliss of my staff by telephone at (312) 846-5542 or e-mail at kate.m.bliss@usace.army.mil.

Sincerely,

Keith Wozniak
Chief, West Section
Regulatory Branch

CC:

USFWS (Rogner)
IEPA (Yurdin)
IDNR (Schanzle)
IDNR-OWR (Jereb)

Illinois Department of
Natural Resources
One Natural Resources Way • Springfield, Illinois 62702-1271
http://dnr.state.il.us

Rod R. Blagojevich, Governor
Joel Brunsvold, Director

June 30, 2004

Mr Mitchell A. Isoe
Chief, Regulatory Branch
US Army Corps of Engineers
Chicago District
111 North Canal Street
Chicago, Illinois 60606-7206

Dear Mr. Isoe:

Corps of Engineers Regional Permit #200101103 (copy enclosed) was issued to the Illinois Department of Natural Resources on September 21, 2001 to allow the repair of the fish corridor at the Stratton Lock and Dam near McHenry in McHenry County, Illinois.

That permit has an expiration date on September 21, 2004. The work will not be underway by that time. Therefore, it is requested that a time extension for this permit be granted.

Please contact Terry Burke of my staff at 217/557-5473 if you have any questions.

Sincerely,

William J. Schuck
Manager, Division of Project Implementation
Office of Water Resources

Enclosure

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

SEP 21 2001

REPLY TO
ATTENTION OF:

Construction-Operations Division
Regulatory Branch
200101103

SUBJECT: Permit Application to Repair a Fish Corridor at the Stratton Lock and Dam, McHenry, McHenry County, Illinois

Mr. William Schuck
Illinois Department of Natural Resources
Office of Water Resources
3215 Executive Park Drive
Springfield, Illinois 62703

Dear Mr. Schuck:

The U.S. Army Corps of Engineers, Chicago District, has authorized the above-referenced project under the Regional Permit Program (RPP). Enclosed is your copy of the executed RPP Permit authorization.

This determination covers only your project as indicated above and as described in your notification. If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Ms. Kara Hellige of my staff by telephone at (312) 353-6400, extension 4034, or email at kara.a.hellige@usace.army.mil.

Sincerely,

Mitchell A. Isoe
Chief, Regulatory Branch

Enclosures

Copies furnished (w/out authorization):

United States Fish & Wildlife Service (Rogner)
Illinois Environmental Protection Agency (Yurdin)
Illinois Department of Natural Resources (Schanzle)
Illinois Department of Natural Resources/OWR (Jereb)

REGIONAL PERMIT PROGRAM

AUTHORIZATION

PERMITTEE: Illinois Department of Natural Resources

APPLICATION: 200101103

ISSUING OFFICE: U.S. Army Corps of Engineers, Chicago District

DATE: SEP 21 2001

You are hereby authorized to perform work in accordance with the terms and conditions specified below. This verification expires three (3) years from the date indicated above.

Note: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the U.S. Army Corps of Engineers, Chicago District.

PROJECT DESCRIPTION: Request to repair a fish corridor at the Stratton Lock and Dam, McHenry, McHenry County, Illinois, as described in your notification and as shown on the General Plan and Elevation drawings dated July 17, 2000, prepared by the Illinois Department of Natural Resources.

PROJECT LOCATION: The project is located at the William G. Stratton Lock and Dam, in the Fox River, McHenry, McHenry County, Illinois. (Northwest quarter of Section 12, Township 44, Range 8)

GENERAL CONDITIONS: The above described work is authorized under the terms and conditions of Regional Permit 9 and 7 and shall follow the General Conditions outlined in the Regional Permit Program dated March 1, 2001 (enclosed), and the permit requirements as outlined in Regional Permit(s) 9 and 7.

SPECIAL CONDITIONS: To ensure that the activity has minimal individual and cumulative impacts, the following special conditions are required:

1. This authorization is based on the materials submitted as part of application number 200101103. Failure to comply with the

terms and conditions of this authorization may result in suspension and revocation of your authorization.

2. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.

3. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

4. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

5. The permittee understands and agrees that, if future operations by the United States require removal, relocation, or other alteration of the structure or work authorized herein, 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 water, 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.

6. As built survey/plans must be reviewed amd approved by Mr. Steve Gephart.

OTHER INFORMATION:

1. This office has authority to determine if an activity complies with the terms and conditions of the Regional Permit Program (RPP).

2. Limits of RPP authorization:

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

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

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

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

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

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

b. Damages to the authorized 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 this authorized activity.

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

e. Damage claims associated with any future modifications, suspension, or revocation of this authorization.

4. Reliance on Applicant's Data. The determination by the issuing office that this activity complies with the terms and conditions of the RPP was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this authorization at any time the circumstances warrant. In addition, this office may reevaluate the determination that the project qualifies under a RPP. 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 authorization.

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

c. Significant new information surfaces which was not considered in reaching the original interest decision.

Such a reevaluation may result in a determination that it is appropriate to suspend, modify or revoke your authorization.

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

William J. Schuck — 9/17/01

PERMITTEE — DATE

William Mr. Schuck
Illinois Department of Natural Resources
Office of Water Resources
3215 Executive Park Drive
Springfield, Illinois 62703

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

[signature] — 9/21/01

For and on behalf of — DATE

Mark A. Roncoli
Colonel, U.S. Army
District Engineer

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

TRANSFEREE — DATE

ADDRESS

TELEPHONE

SPECIAL PROVISION

FLOATING TURBIDITY CURTAIN

DESCRIPTION

This work shall consist of furnishing, constructing, installing, maintaining, and ultimately removing a turbidity curtain from the Lock Channel in order to minimize the drift of suspended sediment in the water body during construction of the Project. Construction of the turbidity curtains shall be at the locations shown on the plans and as directed by the Engineer.

MATERIALS

Curtain. The curtain shall be a synthetic material coated with suitable elastomeric or polymeric compound and have a high resistance to weathering, hydrocarbons, fresh water, and temperature extremes. The material shall have a tensile strength of not less than 200 pounds when measured lengthwise or crosswise and shall have an equivalent opening size (U.S. Standard Sieve) of 60-170. Seams, if required, shall be either vulcanized welded or sewn and shall develop the full strength of the material.

Flotation Units. Flotation units shall be flexible, buoyant units contained in a flotation sleeve or collar attached to the turbidity curtain. Buoyancy provided by the flotation units shall be sufficient to support the required width of the turbidity curtain and maintain a freeboard of at least 3" above the water surface level. The flotation sleeve or collar shall be a bright color (yellow or orange) that will attract the attention of nearby boaters on the Lock Channel.

Load Lines. Load lines shall be fabricated into the top and bottom of the turbidity curtain. The top load line shall consist of woven webbing or vinyl sheathed steel cable and shall have a minimum breaking strength of 10,000 pounds. The bottom load line shall consist of a galvanized steel chain incorporated into the bottom hem of the turbidity curtain of sufficient weight to act as ballast to hold the curtain in a vertical position. The load lines shall have suitable devices which develop the full breaking strength for connecting to load lines in adjacent sections.

Anchors. Anchors shall be standard marine type boat anchors. The Contractor shall use Danforth type anchors for sandy bottoms, or kedge or mushroom type anchors for mud bottoms. The size, weight, and overall number of the anchors shall be sufficient to hold the turbidity curtain in its intended location. Alternate anchoring methods such as heavy concrete weights or driven pilings may be used if approved, prior to use, by the Engineer.

CONSTRUCTION REQUIREMENTS

General. Prior to the installation of the turbidity curtain and its accessories, the Contractor shall submit the manufacturer's drawings and technical specifications to the Engineer for approval.

When assembling and installing a turbidity curtain, the Contractor shall follow all the directions of the turbidity curtain manufacturer.

The turbidity curtain shall not be installed perpendicular to the direction of stream flow, such as across a river. The turbidity curtain shall be installed parallel to the flow of water only, such as

along a river bank. All construction activities which generate any sediment or turbidity into the waterway shall be contained within the turbidity curtain.

Unless otherwise directed by the Engineer, the Contractor shall begin installation at the upstream end from an anchorage along the shoreline or face of the sheet piling and work along with the current in a downstream direction.

The turbidity curtain shall form a continuous vertical and horizontal barrier to suspended sediment. The bottom of the turbidity curtain shall rest in contact with the bottom of the waterway for the entire length of the turbidity curtain. The top of the turbidity curtain shall extend above the water surface with at least 3 inches of freeboard for all stages of water levels.

Installation of Floating Turbidity Curtain. The turbidity curtain shall be floated into position, attached to the anchor lines, and then unfurled. The Contractor shall securely attach curtain panel ends together using rope lashings. The top lashing shall be securely tied to the anchor line. The Contractor shall place the anchors such that the turbidity curtain remains in the Plan location and none of the flotation devices are pulled under the water surface. If directed by the Engineer, the Contractor shall supply and place additional anchorage.

Maintenance of Turbidity Curtain. Throughout the Project construction period, the Contractor shall maintain the turbidity curtain so that no sediment caused by the Project enters the waterway beyond the turbidity curtain.

All turbidity curtain damaged prior to installation, during installation, or during the life of the Contract shall be repaired or replaced to the satisfaction of the Engineer at no extra cost to the Department.

Removal of Turbidity Curtain. The turbidity curtain shall remain in place until the Project is complete and the turbidity has settled to no more than what existed prior to the start of construction. When directed by the Engineer, the turbidity curtain shall be furled in place, then released from its anchors and towed out of the water. The turbidity curtain and all materials incidental to the construction of the turbidity curtain shall be removed in such a manner as to minimize turbidity to adjacent waters. The turbidity curtain and related components shall become the property of the Contractor and shall be removed from the Project.

METHOD OF MEASUREMENT

The quantity of floating turbidity curtain will be measured, from edge to edge of the turbidity curtain along the support cable, as the actual number of linear feet of turbidity curtain placed and accepted.

BASIS OF PAYMENT

The quantity of floating turbidity curtain will be paid for at the Contract unit price per foot for FLOATING TURBIDITY CURTAIN. Price and payment will constitute full compensation for furnishing, assembling, installing, maintaining, and removing the turbidity curtain and all materials incidental to the construction and installation of the turbidity curtain, and for all labor, tools, equipment, and incidentals required to complete the work.

SPECIAL PROVISION

BASIC ELECTRICAL MATERIALS AND METHODS

This work shall include all basic materials required for a complete electrical system as specified and shown on the drawings.

GENERAL

1. System Description: Basic materials include:

   A. Raceways.
   B. Fittings.
   C. Sealing.
   D. Wire and cables.
   E. Junction Boxes.
   F. Supporting Devices.
   G. Generator Plugs.
   H. Manual Transfer Switch
   I. Handholes

2. Provide all new materials, without blemish or defect, in accord with standards specified and U.L. listed or labeled.

3. References: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work. In conflict between referenced standards and contract documents, notify Engineer immediately. Confirm notification in writing. Do not proceed with the work until Engineer issues written instructions.

   A. American National Standards Institute (ANSI):

      1. C80.1 - Specification for Rigid Steel Conduit, Zinc-Coated.
      2. C80.3 - Specification for Electrical Metallic Tubing, Zinc-Coated.
      3. C80.4 - Specification for Fittings for Rigid Metal Conduit and Electrical Metallic Tubing.

   B. National Fire Protection Association (NFPA):

      1. NFPA 70 - National Electrical Code

   C. Underwriters Laboratories, Inc. (UL):

      1. All materials UL listed and labeled.

   D. National Electrical Manufacturers Association (NEMA):

      1. FB-1 - Conduit and Cable Assemblies.
      2. KS-1 - Switches.

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3. OS-1 - Sheet Steel Outlet Boxes, Device Boxes, Covers and Box Supports.
4. TC-2 - Electrical Plastic Tubing and Conduit.
5. TC-3 - PVC Fittings for Use With Rigid PVC Conduit and Tubing.
6. WC-5 - Thermoplastic Insulated Wire and Cable
7. 250- Enclosures for Electrical Equipment

4. Submittals: Submit the following items to the Engineer prior to beginning work for approval:

A. Submit list of manufacturers for all basic materials to be used on project.

B. Submit project record documents for electrical installations at completion of project.

C. Submit catalog cuts and product information for the generator plugs, manual transfer switch, and handholes.

MATERIALS

1. Raceways:

A. Rigid Galvanized Steel Conduit (RGS):

1. Mild steel with continuous welded seam.
2. Metallic zinc applied by hot-dip galvanizing or electro-galvanizing. Threads galvanized after cutting.
3. Internal coating: Baked lacquer, varnish or enamel for a smooth surface.
4. Standards: ANSI C80.1, UL 6.

B. PVC-Coated Rigid Steel Conduit (PVC-RGS):

1. Nominal 40 mil Polyvinyl Chloride Exterior Coating:
   a. Coating: Bonded to hot-dipped galvanized rigid steel conduit conforming to ANSI C80.1.
   b. The bond between the PVC coating and the conduit surface: Greater than the tensile strength of the coating.
2. Nominal 2 mil, minimum, urethane interior coating.
3. Urethane coating on threads.
4. Conduit: Epoxy prime coated prior to application of PVC and urethane coatings.
5. Female Ends: Have a plastic sleeve extending a minimum of 1 pipe diameter or 2 IN, whichever is less beyond the opening. The inside diameter of the sleeve shall be the same as the outside diameter of the conduit to be used with it.
6. Standards: ANSI C80.1, UL 6, NEMA RN 1.

C. Intermediate Metal Conduit (IMC):

1. Mild steel with continuous welded seam.
2. Metallic Zinc Applied by Hot-Dip Galvanizing or Electro-Galvanizing. Threads galvanized after cutting.

3. Internal Coating: Baked lacquer, varnish or enamel for a smooth surface.
4. Standards: ANSI C80.6, UL 1242.

D. Tubing: Electrical metallic tubing shall not be allowed.

E. Fittings:

1. Rigid and IMC:
   a. ANSI C80.4.
   b. Locknuts; steel or malleable iron.
   c. Bushings; insulating or insulated throat type.
   d. Couplings; threaded or gland compression steel or die cast type. **Set screw or indentor type not acceptable.**

2. Fittings for Use with PVC-RGS:
   a. The same material and construction as those fittings listed under paragraph "Fittings for Use with RGS (and IMC) and coated as defined under paragraph "PVC Coated Rigid Steel Conduit (PVC-RGS)."

2. Sealing:

A. Fire Seal:

1. Seal penetrations of fire-rated walls, floors or ceilings by raceways for compliance with NEC 300-21. Fill void around raceway. Sleeves shall be heavy wall steel pipe, anchored to building construction and finished plumb with wall, ceiling or floor lines.

B. Thermal Seal:

1. Seal penetrations of thermally insulated equipment or rooms to prevent heat transfer. Seal exterior of raceway with fiberglass or other material compatible to equipment or room and approved by Architect/Engineer. Seal interior or raceway with duct sealing compound at entry to equipment or room.

C. Water Seal:

1. Seal penetrations of perimeter walls or floors below grade to prevent entry of water. Use materials compatible with wall or floor construction and approved by Architect/Engineer.

3. Wire and cable:

A. Conductors:

1. Uncoated, annealed copper in accordance with ASTM Standards.
2. Number 8 and larger shall be concentric standard and conform to ASTM Standards.
3. Minimum of #12 AWG unless otherwise noted in these specifications or on the drawings.

4. The direct-current resistance shall not exceed by more than 2% the values given in IPCEA Standards.
5. Cables in panels, switchboards, wireways, and other large enclosures, shall be bundled and tied with cable ties.

B. 600Volt general use cable THHN/THWN:

1. UL listed for general use at a maximum of 600 volts and a maximum temperature of 90 degrees C in dry locations and 75 degrees C in wet locations and be constructed in accordance with UL Standards for thermoplastic insulated wires.
2. Insulation shall be polyvinylchloride compound (PVC) in compliance with UL & ANSI Standards. Have an overall nylon jacket UL listed for use on THHN/THWN wire.

C. 600Volt General Use Cable (#4 AWG & Larger) XHHW:

1. UL listed for general use at a maximum of 600 volts and a maximum temperature of 90 degrees C in dry locations and 75 degrees C in wet locations, be constructed in accordance with UL Standards for rubber insulated wires and cables.
2. Have a white opaque mylar tape (strand shield) or an extruded mylar, or other, strand shield under the insulation. Insulation shall be a cross-linked polyethylene compound in compliance with UL and ANSI Standards.

D. Joints and Splices:

1. Wire No. 8 or smaller: Compression or crimp type with insulating wrap cover, or insulated twist-on spring connector.
2. Wire No. 6 or larger: Mechanical compression or bolted type connector covered with insulating tape or heat shrinkable insulation equal to conductor insulation.

4. Junction Boxes:

A. Outlet Boxes:

1. Hot dipped galvanized, 1.25 oz./sq. ft., or cadmium plated. UL514.
2. Interior boxes: Sheet steel with conduit knockouts, attached lugs for locating.
3. Exterior boxes or exposed interior in wet/damp locations: Cast aluminum, deep type, corrosion proof fasteners, watertight, gasketed, and threaded hubs.
4. Provide corrosion resistant steel knockout closures for unused openings.

B. Conduit Bodies:

1. Galvanized cast metal of type, shape and size to fit location.
2. Constructed with threaded conduit ends, removable cover, and

corrosion resistant screws.

C. Handholes:

1. Polymer concrete and fiber reinforced polyester handholes with flared walls, open bottom, light traffic duty rated, complete with stainless steel hardware.
2. Covers for handholes HH3 and HH4 shall include the logo "ELECTRIC"; HH5 and HH6 -"TELEPHONE"; and HH7 shall be blank.
3. Install per manufacturers recommendations and as shown on the drawings.

5. Supporting devices:

A. Surface Mounted Conduit:

1. Provide one-hole galvanized steel straps for conduits 1 in. or less.
2. Provide clampbacks on exterior walls below grade or in wet areas.
3. For conduit larger than 1 in., use malleable iron pipe straps.
4. For multiple conduits, provide channel anchored to wall with conduit attached to channel with split pipe clamps.

B. Anchoring:

1. Hollow Masonry: Toggle bolts or spider type expansion anchors.
2. Solid Masonry: Lead expansion anchors or preset anchors.
3. Concrete: Self-drilling anchor or powder driver studs.
4. Metal: Machine screws, bolts or welded studs.
5. Wood: Wood screws.

6. Generator Plugs:

A. Unfused, reverse service, pin and sleeve receptacle with mechanical interlock, complete with watertight receptacle cover.

B. NEMA Type 4, 4X, and 12, 100-amp, 3-phase, 4-wire, 125/250 volt.

C. Plug shall be interlocked to prevent plug from being energized unless plug is fully inserted. The plug cannot be removed unless the switch is in the off position.

D. As manufactured by Hubbell or Mennekes.

7. Manual Transfer Switch

A. Manually operated switch suitable for use in accordance with article 702 of the NEC, ANSI/NFPA 70, and shall meet NEMA requirements as heavy-duty switch.

B. Non-fusible, 100-amp, 2-pole double throw, with neutral assembly, in a NEMA 1 enclosure.

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CONSTRUCTION REQUIREMENTS

1. Conduit:

A. Conduit Schedule:

1. Minimum Conduit Size: 3/4 in. unless otherwise specified. Install switch legs in 1/2 in. conduit where in accordance with NEC. When surface metal raceway is used, the minimum free area available must match 3/4" and 1/2" conduit respectively.

B. Permitted raceway types per area designations:

1. Dry areas:
   a. RGS or IMC.
2. Wet areas:
   a. RGS or IMC.
3. Underground (not including directional bore):
   a. PVC-RGS.

C. Installation:

1. Joints shall be cut square, reamed smooth, and drawn tight. Bends or offsets shall be made with standard conduit ells, field bends made with a bender or hickey, or hub-type conduit fittings. Number of bends per run shall conform to NEC limitations. Bends shall conform to NEC radius requirements and shall not have kinks or flat spots.
2. Concealed conduits shall be run in a direct line with long sweep bends and offsets. Exposed conduits shall be run parallel to and at right angles to building lines.
3. Continuous from outlet to outlet and from outlets to cabinets, pull or junction boxes, and shall be secured to all boxes and locknuts and bushings in such a manner that each system shall be electrically continuous throughout. Conduit ends shall be capped to prevent entrance of foreign materials during construction.
4. Conduit terminals at cabinets and boxes shall be rigidly secured with locknuts and bushings as required by NEC. On all conduit 1.25 in. trade size and larger, insulated bushings shall be installed.
5. Installed complete before conductors are pulled in.
6. Securely supported as required by NEC, and with-in 2 feet of box, couplings and each side of offsets or bends. Horizontal and vertical conduit runs shall be supported by one-hole heavy duty malleable iron straps, clamp backs, or other devices with suitable bolts, expansion shields (where needed) or beam-clamps for mounting to building structure or special brackets.
7. The use of perforated straps or tie wire for supporting or strapping conduits will not be permitted.
8. The required strength of the supporting equipment, and the size and type of anchors, shall be based on the combined weight of conduit, hangers and cables.

BEMM

9. Sealing locknuts shall be used on boxes and cabinets, which are other than NEMA 1 construction.
10. Underground Conduits:

    a. Ground shall be excavated in open trenches, the width, depth and direction necessary for the proper installation of the underground work.
    b. Multiple runs shall have manufactured spacers installed on a minimum of one per eight foot of run.
    c. Multiple runs shall have joints staggered one-foot apart minimum.
    d. Conduits shall be installed a minimum of 30 in. below finished grade.
    e. Minimum spacing between conduits for multiple runs shall be one inch.
    f. Conduit shall be bedded firmly and continuously on sand or pea gravel and provide a minimum of 6 inches of covering of sand or pea gravel on all sides of conduit.
    g. Maintain all trenches and excavations free of standing water.
    h. Backfill all trenches in 8 inch layers and compact by tamping and puddling. Backfill material shall be clean dirt, free of solid material (rocks, concrete, brick, or other debris). Installation shall be approved by Engineer prior to backfilling.
    i. Provide adequate barricades, signs, lights, etc. while excavations are open.
    j. Provide warning tape at 12-inch depth.

2. Wire and cable:

    A. Drawings are diagrammatic in showing circuitry to and between devices, fixtures, and equipment. Provide all phase conductors, neutrals, and grounds, as required for a complete and operable system.

    B. Wire and cable shall be suitably protected from weather and damage during storage and handling and shall be in first-class condition when installed. Conductors shall be soft-drawn copper with insulation and outer covering as noted. Conductor sizes shall be Standard American Wire Gauge sizes **(NO ALUMINUM WIRE SHALL BE ALLOWED)**

    C. Do not make splices except in handholes or junction boxes. Make all feeder cables continuous from origin to panel or equipment terminations without running splices in intermediate pull or boxes, unless specifically indicated on the Drawings or approved in writing by Architect/Engineer.

    D. Do not exceed conduit fill established by the National Electrical Code for number of conductors installed in a raceway.

    E. Do not pull any cable or wire in a raceway until conduit system is complete and internal raceway has been cleaned. Strain on cables

shall not exceed manufacturer's recommendations during pulling. Use pulling lubricant, compatible with insulation and covering, that will not cause deterioration of insulation or jacket covers of cables or conductors. Use pulling lubricant recommended by wire manufacturer.

F. Provide each cable or conductor in junction boxes and handholes with a permanent pressure-sensitive label with suitable numbers or letter for easy identification.

G. Provide wires and cables entering equipment or panels with enough slack to eliminate stretched, angular connection. Neatly arrange wiring, bundle and fan out to termination panels. Make minimum bending radius for conductors in accord with National Electrical Code.

H. Upon completion of cable and wire installation, but before termination to equipment, test each wire for grounds and short circuits. Replace or correct defective wiring.

I. Ground wire of correct size shall be provided for each conduit run.

J. All circuits in all distribution equipment shall be neatly grouped and tied with seine twine, Ty-Rap or wrap tabs.

3. Raceway support and hangers:

A. Support rigid, IMC or EMT conduits within 3 ft. of every outlet box, junction box, pull box, cabinet or termination.

B. Support conduits by pipe straps, wall brackets, hangers, or ceiling trapeze. The use of perforated iron or wire for supporting conduits is prohibited. Fasten with wood screws or screw nails to wood; by toggle bolts on hollow masonry units, by concrete inserts, or expansion steel conduits on steel. Do not weld conduits or pipe straps to steel structures unless specifically indicated.

C. The load applied to fasteners or hangers shall not exceed one-third the proof test load of the fasteners or hangers.

D. For fasteners attached to concrete, use vibration and shock resistant type.

E. Make hangers of durable materials suitable for the application involved.

F. Fabricate all screws, bolts, washers and miscellaneous hardware used for conduit supports from rust-resisting metal. Trapeze hangers shall have hanger assemblies protected with galvanized finish.

G. Install UL approved expansion fittings complete with grounding jumpers were conduits cross building expansion joints.

4. Power Interruptions

   A. Extreme caution shall be exercised while working on power distribution equipment serving the facilities at the Lock and Dam.

   B. All necessary power interruptions to any building shall be kept to an absolute minimum and scheduled in writing a minimum of 7 days in advance. **In general, power interruptions to the Boiler House shall be required to be less than 8 hours, and power interruptions to the PHG Control Building shall be less than 2 hours. Power interruptions to the Main Distribution Panel shall be limited to the hours between 12:00 a.m. and 8:00 a.m.** If longer power interruptions are required, the Contractor shall be responsible for providing and operating a generator of sufficient capacity to power the building or facility.

   C. Prior to any power shut downs, a meeting shall be held with the Contractors job Foreman and the Using Agency to discuss and agree on the schedule and work procedures during the outage.

5. Site Restoration

   A. After the work is complete, the Contractor shall restore the work site to original condition. All excavations and trenches shall be backfilled and compacted to original condition. Place grass seed on all disturbed surfaces.

BASIS OF PAYMENT

1. This work shall be paid for at the contract lump sum price for "ELECTRICAL WORK", which price shall be payment in full for all labor, materials, transportation, handling, and any other incidentals necessary to furnish, install, and maintain all basic electrical materials as indicated in the plans and specifications.

2. Items required for the above systems may be described in multiple Special Provisions.

SPECIAL PROVISION

HORIZONTAL DIRECTIONAL DRILLING

The work specified in this section consists of furnishing and installing underground utilities using the horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and environmental protection and restoration.

GENERAL

1. Quality Assurance: The requirements set forth in this document specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

2. Submittals:

   A. Qualifications: The Directional Drilling Contractor shall be able to demonstrate with installations of similar size and type, their ability to perform the work as specified. Submit a list of at least three projects of similar size and complexity along with a list of references for consideration by the Engineer.

   B. Work Plan: Prior to beginning work, the Contractor must submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project.

   C. Equipment: Contractor will submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project.

   D. Material: Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings and any other item, which is to be an installed component of the project.

   E. As-Builts: Immediately after installation, the contractor shall submit copies of the daily project log of drilling operations, the guidance system log and contractor-certified as-built drawings.

PRODUCTS

1. General: The directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a drilling fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

2. Drilling System

   A. Drilling Rig: The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The rig shall be grounded during drilling and pull-back operations.

   B. Drill Head: The drill head shall be steerable by changing it's rotation and shall provide the necessary cutting surfaces and drilling fluid jets.

   C. Mud Motors (if required): Mud motors shall be of adequate power to turn the required drilling tools.

   D. Drill Pipe: Shall be constructed of high quality 4130 seamless tubing, grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36 RC.

3. Guidance System: The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

4. Drilling Fluid (Mud) System:

   A. Mixing System: A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid

clumping and ensure thorough mixing. Mixing system shall continually agitate the drilling fluid during drilling operations.

B. Drilling Fluids: Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 - 10. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.

5. Delivery System: The mud pumping system shall have adequate flow rate capacity and be capable of delivering the drilling fluid an adequate pressure. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. A berm, minimum of 12" high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage facilities.

6. Other Equipment

A. Pipe Rollers: Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall used to prevent excess sagging of pipe.

B. Pipe Rammers: Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

C. Restrictions: Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

7. POLYETHYLENE PIPE (SOLID WALL, FUSED JOINTS)

A. Polyethylene pipe and fittings shall be smooth wall, fusion welded, high density, extra-high molecular weight. It shall meet

Standards ASTM D3350/Cell Classification PE 345434C, ASTM F714 and AWWA C 906. Pipe shall have ultraviolet stabilizer.

B. Piping 4" dia. and larger in IPS sizes shall be DR21 with DR17 or 21 fittings. DIPS sizes shall be DR17 or 21 with DIPS 21 or DR17 fittings.

C. Piping and fittings in 3" dia. shall be DR17.

D. HDPE pipe in 2" size shall be DR13.5 with DR11 fittings.

G. Fusion saddles are acceptable for tees and reducing tees in the same DR's as specified for fittings.

H. Bolt-on tapping sleeves and saddles are acceptable for tees and reducing tees. They shall be stainless or factory epoxy coated provided with stainless bolts and straps and specifically designed for PE pipe such as offered by Cascade Waterworks, Romac, JCM Industries or Robar of Canada.

EXECUTION

1. General: The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made or written approval by the Engineer. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract. It shall be the responsibility of Engineer to provide inspection personnel at such times as appropriate without causing undue hardship by reason of delay to the Contractor.

2. Personnel Requirements: All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety.

3. Drilling Procedure

A. Site Preparation: Prior to any alterations to work-site, contractor shall photograph or videotape entire work area, including entry and exit points. One copy of which shall be given to Engineer and one copy to remain with contractor for a period of one year following the completion of the project. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.

B. Drill Path Survey: Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If contractor is using a magnetic guidance system, drill path will be surveyed for any surface geo-magnetic variations or anomalies.

C. Environmental Protection: Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water-body or wetland.

D. Safety: Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to Engineer.

E. Pipe: Pipe shall be welded/fused/fabricated together in one length, if space permits. Pipe will be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

F. Pilot Hole: Pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', contractor will notify Engineer and Engineer may require contractor to pull-back and re-drill from the location along bore path before the deviation. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, contractor shall cease drilling, wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a March funnel and then wait another 30 minutes. If mud fracture or returns loss continues, contractor will cease operations and notify Engineer. Engineer and contractor will discuss additional options and work will then proceed accordingly.

G. Reaming: Upon successful completion of pilot hole, contractor will ream bore hole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. Contractor will not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.

H. Pull-Back: After successfully reaming bore hole to the required diameter, contractor will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations contractor will not apply more than the maximum safe pipe pull pressure at any time. In the event that pipe becomes stuck, contractor will cease pulling operations to allow any

potential hydro-lock to subside and will commence pulling operations. If pipe remains stuck, contractor will notify Engineer. Engineer and contractor will discuss options and then work will proceed accordingly.

4. Pipe Testing: Following successful pull-back of pipe, contractor will hydro-test pipe using potable water for a period of 2 hours at a pressure of 100 psi. A calibrated pressure recorder will be used to record the pressure during the test period. This record shall be presented to the Engineer. After successful completion of hydro-test, pipe will be pigged dry.

5. Site Restoration: Following drilling operations, contractor will de-mobilize equipment and restore the work-site to original condition. All excavations will be backfilled and compacted to 95% of Standard Proctor. Landscaping will be restored to original. Place grass seed on all disturbed areas.

6. Record Keeping, As-Builts: Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of project. As-built drawings shall be certified as to accuracy by contractor.

BASIS OF PAYMENT

1. This work shall be paid for at the contract lump sum price for "ELECTRICAL WORK", which price shall be payment in full for all labor, materials, transportation, handling, and any other incidentals necessary to furnish, install, and maintain all power distribution and underground utilities as indicated in the plans and specifications.

2. Items required for the above system may be described in multiple Special Provisions.

SPECIAL PROVISION

SECONDARY GROUNDING

The work Includes a completely grounded system (equipment and system grounds) as herein specified as required by the NEC and as shown on the drawings. The installation shall comply with Article 250 of the latest edition of the NEC.

GENERAL

1. References: Specified references, or cited portions thereof, current at date of bidding documents unless otherwise specified, govern the work. In conflict between referenced standards and contract documents, notify Architect/Engineer immediately. Confirm notification in writing. Do not proceed with the work until the Architect/Engineer issues written instructions.

   A. National Fire Protection Association (NFPA):

      1. NFPA 70 - National Electrical Code (NEC).

   B. Underwriters Laboratories, Inc. (UL):

      1. All products UL listed and labeled.

MATERIALS

1. Ground Rods:

   A. Copper-clad steel rod, 3/4 inch by 10 foot minimum size. Minimum copper thickness of 10 mill.

   B. Rod may be an electrolytic type, UL listed under UL467J, and comply with ANSI C33.8.

2. Connections:

   A. One piece seamless construction with integral solid center barrier, shall be copper for copper to copper connections.

   B. UL listed, meet or exceed UL 486 secureness and pullout requirements.

3. Ground Straps:

   A. Tinned copper braid.

   B. Strapped to pipes with pipe clamps that are corrosion resistant, hot dipped galvanized malleable iron saddle and steel U-bolts and nuts.

SG

4. Pipe Connectors:

   A. High strength corrosion-resistant ground connector, with silicon bronze hardware.

5. Grounding Bushings:

   A. Corrosion-resistant bronze with a mechanical connection for joining a ground wire to a threaded conduit.

CONSTRUCTION REQUIREMENTS

1. Ground Rods:

   A. Installed vertically with top 18 inches below finished grade or as shown on Drawings.

   B. Connection to rod shall be with a molecular weld (exothermic reaction) connection.

   C. Connections shall be made in accordance with connector manufacturers installation instructions.

2. Connections:

   A. Made with compression type connectors or a molecular weld connection.

   B. Made in accordance with manufacturers installation instructions.

   C. Connections shall be coated with a protective urethane seal coat after connections are complete. Apply four coats at 15 to 20 minute intervals or in accordance with manufacturers application instructions.

3. Ground Straps:

   A. Installed on all piping where a meter, expansion joint, or dielectric unions are used in all water and conduit systems or other location where a bonding jumper is required by NEC.

4. Grounding Bushings:

   A. Installed on all conduits which contain a ground wire or conduits used for main feeders or subfeeders and as required by NEC.

   B. Contact surfaces shall be thoroughly cleaned prior to connections being made.

   C. Grounding conductors shall be installed to permit the shortest most direct path to ground.

5. Ground conductors shall be installed in conduit where not enclosed in a cabinet.

6. Solidly ground all electrical equipment.

SG

BASIS OF PAYMENT

1. This work shall be paid for at the contract lump sum price for "ELECTRICAL WORK", which price shall be payment in full for all labor, materials, transportation, handling, and any other incidentals necessary to furnish, install, and maintain all secondary grounding indicated in the plans and specifications.

2. Items required for the above system may be described in multiple Special Provisions.

SG

SPECIAL PROVISION

SURGE PROTECTIVE DEVICES

The work shall consist of the furnishing and installation of Surge protective devices as shown on the plans.

GENERAL

1. Quality Assurance

A. Referenced Standards:

1. Institute of Electrical and Electronics Engineers (IEEE):

a. C62.41, Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
b. C62.45, Guide on Surge Testing For Equipment Connected to Low-Voltage AC Power Circuits.

B. National Electrical Manufacturers Association (NEMA):

1. LS 1, Low Voltage Surge Protective Devices.
2. Underwriters Laboratories, Inc. (UL):

a. 497B, Standard for Safety - Protectors for Data Communication and Fire Alarm Circuits.
b. 1283, Standard for Safety - Electromagnetic Interference Filters.
c. 1363, Standard for Safety - Relocatable Power Taps.
d. 1449, Standard for Safety - Transient Voltage Surge Suppressors.

2. Qualifications:

A. Provide devices from a manufacturer who has been regularly engaged in the development, design, testing, listing and manufacturing of surge protective devices of the types and ratings required for a period of ten years or more and whose products have been in satisfactory use in similar service. Upon request, suppliers or manufacturers shall provide a list of not less than three customer references showing satisfactory operation.

3. Definition and Abbreviations

A. Surge Protective Device (SPD)

B. Clamping Voltage: The applied surge shall be induced at the 90-degree phase angle of the applied system frequency voltage. The voltage measured at the end of the 6 IN output leads of the SPD and from the zero voltage reference to the peak of the surge.

C. Let-Through Voltage: The applied surge shall be induced at the 90-degree phase angle of the applied system frequency voltage. The voltage measured at the end of the 6 IN output leads of the SPD and from the system peak voltage to the peak of the surge.

D. Maximum Continuous Operating Voltage (MCOV): The maximum steady state voltage at which the SPD can operate and meet it specification within its rated temperature.

E. Maximum Surge Current: The maximum 8 x 20 microsecond surge current pulse the SPD is capable of surviving on a single-impulse basis without suffering either performance degradation or more than 10 percent deviation of clamping voltage at a specified surge current. Listed by mode, since number and type of components in any SPD may very by mode.

F. Protection Modes: This parameter identifies the modes for which the SPD has directly connected protection elements, i.e. line-to-neutral (L-N), line-to-line (L-L), line-to-ground (L-G), neutral-to-ground (N-G).

G. Surge Current per Phase: The per phase rating is the total surge current capacity connected to a given phase conductor. For example, a wye system surge current per phase would equal L-N plus L-G; a delta system surge current per phase would equal L-L plus L-G. The N-G mode is not included in the per phase calculation.

H. System Peak Voltage: The electrical equipment supply voltage sine wave peak (i.e. for a 480/277 volt system the L-L peak voltage is 679V and the L-N peak voltage is 392V).

4. Submittals

A. Shop Drawings: Provide drawings showing unit dimensions, weights, mounting provisions, connection details and layout diagram of unit.

B. Manufacturer's Installation Instructions: Indicate application conditions and limitations for storage, handling, protection, examination preparation, installation, and starting of Product.

C. Maintenance Data: Include spare parts data listing; source and current prices of replacement parts and supplies.

5. Product Delivery, Storage and Handling

A. Materials shall be suitably packaged by manufacturer to prevent damage during shipment. Damaged materials will not be acceptable for use.

B. Store materials on site in clean, dry storage area; when outside, elevated above grade and enclosed with durable watertight wrapping.

C. Handle all materials carefully to prevent damage. Minor scratches, marks, or blemishes to finish shall be repaired to satisfaction of Architect/Engineer.

6. Warranties

A. The manufacturer shall provide a 5-year Limited Warranty from date of shipment against failure when installed in compliance with applicable national/local electrical codes and the manufacturer's installation, operation and maintenance instructions.

PRODUCTS

1. Surge Protective Devices

A. Surge Arrester at Main Distribution Panel:

1. Service voltage: 120/240 volt, 1 phase, 3 wire.
2. Where shown provide a 30 amp, 3 pole NEMA 3R fused disconnect at the Main Disconnect Panel for connection of SPD.
3. Shall have replaceable surge modules, by phase. Each module shall provide all modes of protection, 90,000 amperes min. per phase, with directly connected elements for min. peak surge capacity of L-L (45,000 amps), L-N (45,000 amps), L-G (45,000 amps), and N-G (75,000 amps).
4. UL 1449 clamping voltage shall be 490 volts (L-N) (L-G) (N-G) and 700 volts (L-L) maximum.
5. -15 db (EMI/RFI) noise reduction.
6. Shall have NEMA 3R style enclosure or better.
7. Provide three spare arrester modules.
8. Acceptable Manufacturers:

a. Intermatic	UG40A2401S
b. EFI Electronics	Titan 90P
c. Liebert	H 1 240Y 111
d. Square D	TVS4EMA09A

B. Surge Arresters at Boiler House and PHG Control Building:

1. Suitable for the voltage/phase connection shown, 120/240 volt Single Phase.
2. Shall have LED indicator lights. Each SPD shall provide all-mode protection, 26,000 amperes per phase, L-L (13,000 amps), and L-G (13,000 amps).
3. UL 1449 clamping voltage shall be 415 volts (L-G) and 390 volts (N-G).

SPD

4. Unit housing shall be NEMA 12 or 4X.
5. Acceptable Manufacturers:
   a. Intermatic — LH Series
   b. EFI — LineMaster Series, Omni-Phase
   c. Square D — XP Series

EXECUTION

1. Installation

   A. Install plumb and level.

   B. Install in accordance with manufacturer's instructions.

   C. Units shall be installed of the same voltage rating as the intended protected equipment.

   D. Provide leads that are as short and straight as possible. If conduit is required for connection of the unit, use a non-metallic raceway and fittings.

2. Spare Parts

   A. In addition to the spare arrester modules listed above, furnish the using Agency with a box of 10 spare fuses for each type of fuse used in the SPD.

BASIS OF PAYMENT

1. This work shall be paid for at the contract lump sum price for "ELECTRICAL WORK", which price shall be payment in full for all labor, materials, transportation, handling, and any other incidentals necessary to furnish, install, and maintain all surge protective devices indicated in the plans and specifications.

2. Items required for the above system may be described in multiple Special Provisions.

COARSE AGGREGATE FOR TRENCH BACKFILL, BACKFILL AND BEDDING (BDE)

Effective: April 1, 2001
Revised: November 1, 2003

Revise Article 208.02 of the Standard Specifications to read:

"**208.02 Materials.** Materials shall be according to the following Articles of Section 1000 – Materials:

(a) Fine Aggregate (Note 1) 1003.04
(b) Coarse Aggregate (Note 2) 1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first sentence of the second paragraph of subparagraph (b) in Article 208.03 of the Standard Specifications to read:

"Any material meeting the requirements of Articles 1003.04 or 1004.06 which has been excavated from the trenches shall be used for backfilling the trenches."

Add the following to the end of Article 542.02 of the Standard Specifications:

"(bb) Fine Aggregate (Note 1) 1003.04
(cc) Coarse Aggregate (Note 2) 1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first and second sentences of the second paragraph of subparagraph (a) of Article 542.04 of the Standard Specifications to read:

"The unstable and unsuitable material shall be removed to a depth determined by the Engineer and for a width of one diameter (or equivalent diameter) of the pipe on each side of the pipe culvert, and replaced with aggregate. Rock shall be removed to an elevation 300 mm (1 ft) lower than the bottom of the pipe or to a depth equal to 40 mm/m (1/2 in./ft) of ultimate fill height over the top of the pipe culvert, whichever is the greater depth, and for a width as specified in (b) below, and replaced with aggregate."

Revise the second paragraph of subparagraph (c) of Article 542.04 of the Standard Specifications to read:

"Well compacted aggregate, at least 100 mm (4 in.) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except well compacted impervious material shall be used for the outer 1 m (3 ft) at each end of the pipe. When the trench has been widened by the removal and replacement of unstable or unsuitable material, the foundation material shall be placed for a width not less than the above specified widths on each side of the pipe. The aggregate and impervious material shall be approved by the Engineer and shall be compacted to the Engineer's satisfaction by mechanical means."

Revise subparagraph (e) of Article 542.04 of the Standard Specifications to read:

"(e) Backfilling. As soon as the condition of the pipe culvert will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe culvert, except at the outer 1 m (3 ft) at each end of the culvert which shall be backfilled with impervious material. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate and impervious material shall be placed in 200 mm (8 in.) layers, loose measurement. When using PVC, PE, or corrugated metal pipe, the aggregate shall be continued to a height of at least 300 mm (1 ft) above the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means. When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

When using PVC, PE, or corrugated metal pipe a minimum of 300 mm (1 ft) of cover from the top of the pipe to the top of the subgrade will be required.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench shall be backfilled with select material, from excavation or borrow, free from large or frozen lumps, clods or rock, meeting the approval of the Engineer. The material shall be placed in layers not exceeding 200 mm (8 in.) in depth, loose measurement and compacted to 95 percent of the standard laboratory density. Compaction shall be obtained by use of mechanical tampers or with approved vibratory compactors. Before compacting, each layer shall be wetted or dried to bring the moisture content within the limits of 80 to 110 percent of optimum moisture content determined according to AASHTO T 99 (Method C). All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the culvert. The filling of the trench shall be carried on simultaneously on both sides of the pipe.

The Contractor may, at his/her expense, backfill the entire trench with aggregate in lieu of select material. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means.

The backfill material for all trenches and excavations made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be according to Section 208. The trench backfill material shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When the trench has been widened for the removal and replacement of unstable or unsuitable material, the backfilling with aggregate and impervious material, will be required for a width of at least the specified widths on each side of the pipe. The remaining width of each layer may be backfilled with select material. Each 200 mm (8 in.) layer for the entire trench width shall be completed before beginning the placement of the next layer."

Revise subparagraph (b) of Article 542.05 of the Standard Specifications to read:

"(b) Embankment. Embankment extending to an elevation of 300 mm (1 ft) over the top of the pipe shall be constructed according to Article 542.04(f), except the material up to the elevation of the center of the pipe and extending to a width of at least 450 mm (18 in.) on each side of the pipe, exclusive of the outer 1 m (3 ft) at each end of the pipe, shall consist of aggregate. At the outer 1 m (3 ft) at each end of the culvert, impervious material shall be used."

Add the following paragraph after the first paragraph of Article 542.10 of the Standard Specifications:

"Trench backfill will be measured for payment according to Article 208.03."

Add the following paragraph after the third paragraph of Article 542.11 of the Standard Specifications:

"Trench backfill will be paid for according to Article 208.04."

Add the following to of Article 550.02 of the Standard Specifications:

"(m) Fine Aggregate (Note 2) 1003.04
(n) Coarse Aggregate (Note 3) 1004.06

Note 2. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 3. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first two sentences of the third paragraph of Article 550.04 of the Standard Specifications to read:

"Well compacted, aggregate bedding material at least 100 mm (4 in.) in depth below the pipe, shall be placed for the entire width of the trench and length of the pipe. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means."

Revise Article 550.07 of the Standard Specifications to read:

"550.07 Backfilling. As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate backfill material shall be placed in 200 mm (8 in.) layers, loose measurement and compacted to the satisfaction of the Engineer by mechanical means. When using PVC pipe, the aggregate shall be continued to a height of at least 300 mm (12 in.) above the top of the pipe.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench and excavation shall be backfilled to the natural line or finished surface as rapidly as the condition of the sewer will permit. The backfill material shall consist of suitable excavated material from the trench or of trench backfill as herein specified. All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the sewer and shall be compacted to the satisfaction of the Engineer by mechanical means. The filling of the trench shall be carried on simultaneously on both sides of the pipe.

The backfill material for trenches and excavation made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk shall be according to Section 208. The backfill material shall be compacted to 85 percent of standard lab density by mechanical means.

All backfill material up to a height of 300 mm (1 ft) above the pipe shall be deposited in uniform layers not exceeding 200 mm (8 in.) thick, loose measurement. The material in each layer shall be compacted to the satisfaction of the Engineer by mechanical means. The

backfilling above this height shall be done according to Method 1, 2 or 3 as described below, with the following exceptions.

When trench backfill or excavated material meeting the requirements of Section 208 is required above the first 300 mm (1 ft) of the pipe, the layers shall not exceed 200 mm (8 in.). Gradations CA6 or CA10 shall not be used with Method 2 or Method 3.

Method 1. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be compacted to the satisfaction of the Engineer by mechanical means.

Method 2. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be either inundated or deposited in water.

Method 3. The trench shall be backfilled with loose material, and settlement secured by introducing water through holes jetted into the backfill to a point approximately 600 mm (2 ft) above the top of the pipe. The holes shall be spaced as directed by the Engineer but shall be no farther than 2 m (6 ft) apart.

The water shall be injected at a pressure just sufficient to sink the holes at a moderate rate of speed. The pressure shall be such that the water will not cut cavities in the backfill material nor overflow the surface. If water does overflow the surface, it shall be drained into the jetted holes by means of shallow trenches.

Water shall be injected as long as it will be absorbed by the backfill material and until samples taken from test holes in the trench show a satisfactory moisture content. The Contractor shall bore the test holes not more than 15 m (50 ft) apart and at such other locations in the trench designated by the Engineer. As soon as the watersoaking has been completed, all holes shall be filled with soil and compacted by ramming with a tool approved by the Engineer.

Backfill material which has been watersoaked shall be allowed to settle and dry for at least 10 days before any surface course or pavement is constructed on it. The length of time may be altered, if deemed desirable, by the Engineer. Where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk, the provisions of this paragraph shall also apply.

At the end of the settling and drying period, the crusted top of the backfill material shall be scarified and, if necessary, sufficient backfill material added, as specified in Method 1, to complete the backfilling operations.

The method used for backfilling and compacting the backfill material shall be the choice of the Contractor. If the method used does not produce results satisfactory to the Engineer, the Contractor will be required to alter or change the method being used so the resultant backfill will be satisfactory to the Engineer. Should the Contractor be required to alter or change the

method being used, no additional compensation will be allowed for altering or changing the method.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When sheeting and bracing have been used, sufficient bracing shall be left across the trench as the backfilling progresses to hold the sides firmly in place without caving or settlement. This bracing shall be removed as soon as practicable. Any depressions which may develop within the area involved in the construction operation due to settlement of the backfilling material shall be filled in a manner approved by the Engineer.

When the Contractor constructs the trench with sloped or benched sides according to Article 550.04, backfilling for the full width of the excavation shall be as specified, except no additional compensation will be allowed for trench backfill material required outside the vertical limits of the specified trench width.

Whenever excavation is made for installing sewer pipe across earth shoulders or private property, the topsoil disturbed by excavation operations shall be replaced as nearly as possible in its original position, and the whole area involved in the construction operations shall be left in a neat and presentable condition.

When using any PVC pipe, the pipe shall be backfilled with aggregate to 300 mm (1 ft) over the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means.

When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

Deflection Testing for Storm Sewers. All PVC storm sewers will be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted.

For PVC storm sewers with diameters 600 mm (24 in.) or smaller, a mandrel drag shall be used for deflection testing. For PVC storm sewers with diameters over 600 mm (24 in.), deflection measurements other than by a mandrel drag shall be used.

Where the mandrel is used, the mandrel shall be furnished by the Contractor and pulled by hand through the pipeline with a suitable rope or cable connected to each end. Winching or other means of forcing the deflection gauge through the pipeline will not be allowed.

The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have 9,

various sized fins or legs of appropriate dimension for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent of deflection allowable.

The outside diameter of the mandrel shall be 95 percent of the base inside diameter, where the base inside diameter is:

For all PVC pipe (as defined using ASTM D 3034 methodology):

If the pipe is found to have a deflection greater than specified, that pipe section shall be removed, replaced, and retested."

Revise subparagraph (c) of Article 1003.04 of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation shall be as follows:

Backfill, bedding and trench backfill for pipe culverts and storm sewers	FA 1, FA 2, FA 6, or FA 21
Porous granular embankment and backfill, french drains, and sand backfill for underdrains	FA 1, FA 2, or FA20 (Note 1)

Note 1: For FA 1, FA 2, and FA 20 the percent passing the 75 μm (No. 200) sieve shall be 2 ± 2."

Revise the title of Article 1004.06 of the Standard Specifications to read:

"Coarse Aggregate for Blotter, Embankment, Backfill, Trench Backfill, French Drains, and Bedding."

Add the following to the end of subparagraph (c) of Article 1004.06 of the Standard Specifications:

"Backfill, bedding, and trench backfill for pipe culverts and storm sewers	CA 6, CA 10, and CA 18"

80051

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003
Revised: July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be

allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

In addition to the report, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by the AASHTO Accreditation Program.

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

(a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).

(b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.

(c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.)

prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

80094

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

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 Curb and Gutter Sidewalk Slope Wall	1020.13(a)(1)(2)(3)(4)(5)[4/ 5/]	3	1020.13(c)[16/]
Paved Ditch Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5)[4/]	3	1020.13(c)
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 Nelson Type Structural Member	1020.13(a)(3)(5)[9/10/]	As required.[13/]	504.06(c)(6), 1020.13(e)(2)[19/]
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 by the Contractor at his/her own expense."

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, II, or III 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 conform to the following requirements:

(a) Temperature Control other than Structures. The temperature of concrete immediately before placing, shall be not less than 10 °C (50 °F) nor more than 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 not less than 20 °C (70 °F) nor more than 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 concrete as placed in the forms shall be not less than 10 °C (50 °F) nor more than 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), per the Engineer's instructions. 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 not less than 20 °C (70 °F) nor more than 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: September 1, 2003

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 no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor 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 throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor 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 shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates 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 in accordance with the Public Construction Bond Act, 30 ILCS 550.

80022

ILLINOIS DEPARTMENT OF LABOR
PREVAILING WAGES FOR MCHENRY COUNTY EFFECTIVE JUNE 1, 2005

These Prevailing rates of wages are included in this Contract proposal which is 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 this 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 this 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.

Mchenry County Prevailing Wage for June 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		29.000	29.750	1.5	1.5	2.0	5.850	3.900	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	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		32.050	35.260	1.5	1.5	2.0	5.650	6.340	0.000	0.440
CARPENTER		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.870	0.000	0.490
CEMENT MASON		ALL		32.000	35.200	2.0	1.5	2.0	5.200	8.060	0.000	0.050
CERAMIC TILE FNSHER		BLD		25.450	0.000	2.0	1.5	2.0	5.000	4.350	0.000	0.100
COMMUNICATION TECH		BLD		29.960	31.760	1.5	1.5	2.0	5.842	6.290	0.000	0.375
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		ALL		36.840	40.520	1.5	1.5	2.0	6.815	8.473	0.000	0.461
ELEVATOR CONSTRUCTOR		BLD		38.995	43.870	2.0	2.0	2.0	7.275	3.420	2.340	0.370
FENCE ERECTOR	E	ALL		24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
FENCE ERECTOR	S	ALL		32.990	34.630	2.0	2.0	2.0	6.440	12.82	0.000	0.230
GLAZIER		BLD		30.000	31.000	1.5	2.0	2.0	6.090	8.450	0.000	0.500
HT/FROST INSULATOR		BLD		31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER	E	ALL		34.850	36.350	2.0	2.0	2.0	8.220	10.27	0.000	0.270
IRON WORKER	S	ALL		32.990	34.630	2.0	2.0	2.0	6.440	12.82	0.000	0.230
IRON WORKER	W	ALL		29.450	30.920	2.0	2.0	2.0	6.350	13.53	0.000	0.550
LABORER		ALL		29.000	29.750	1.5	1.5	2.0	5.850	3.900	0.000	0.170
LATHER		BLD		34.320	35.820	1.5	1.5	2.0	5.560	4.870	0.000	0.490
MACHINIST		BLD		34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS		ALL		25.050	0.000	1.5	1.5	2.0	5.220	6.340	0.000	0.570
MARBLE MASON		BLD		32.050	35.260	1.5	1.5	2.0	5.650	6.340	0.000	0.570
MILLWRIGHT		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.870	0.000	0.490
OPERATING ENGINEER		BLD	1	37.600	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	2	36.300	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	3	33.750	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	4	32.000	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	1	35.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	2	35.250	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	3	33.200	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	4	31.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	5	30.600	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
ORNAMNTL IRON WORKER	E	ALL		32.300	34.050	2.0	2.0	2.0	6.650	9.690	0.000	0.750
ORNAMNTL IRON WORKER	S	ALL		32.990	34.630	2.0	2.0	2.0	6.440	12.82	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		34.320	35.820	1.5	1.5	2.0	5.560	4.870	0.000	0.490
PIPEFITTER		BLD		35.000	37.000	1.5	1.5	2.0	6.410	5.600	0.000	0.650
PLASTERER		BLD		31.000	32.500	1.5	1.5	2.0	5.240	6.100	0.000	0.400
PLUMBER		BLD		34.450	36.450	1.5	1.5	2.0	7.300	6.650	0.000	0.400
ROOFER		BLD		31.950	33.950	1.5	1.5	2.0	5.470	2.950	0.000	0.330
SHEETMETAL WORKER		BLD		33.680	35.680	1.5	1.5	2.0	5.950	6.840	0.000	0.540
SIGN HANGER		BLD		26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000
SPRINKLER FITTER		BLD		34.500	36.500	1.5	1.5	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR	E	ALL		34.850	36.350	2.0	2.0	2.0	8.220	10.27	0.000	0.270
STEEL ERECTOR	S	ALL		32.990	34.630	2.0	2.0	2.0	6.440	12.82	0.000	0.230
STONE MASON		BLD		32.050	35.260	1.5	1.5	2.0	5.650	6.340	0.000	0.440
TERRAZZO FINISHER		BLD		26.200	0.000	1.5	1.5	2.0	5.750	4.750	0.000	0.220
TERRAZZO MASON		BLD		30.050	32.550	1.5	1.5	2.0	5.750	6.150	0.000	0.120
TILE MASON		BLD		31.000	34.000	2.0	1.5	2.0	5.000	5.350	0.000	0.180

TRAFFIC SAFETY WRKR	HWY	22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	27.150	27.700	1.5	1.5	2.0	4.700	4.500	0.000	0.000
TRUCK DRIVER	ALL 2	27.300	27.700	1.5	1.5	2.0	4.700	4.500	0.000	0.000
TRUCK DRIVER	ALL 3	27.500	27.700	1.5	1.5	2.0	4.700	4.500	0.000	0.000
TRUCK DRIVER	ALL 4	27.700	27.700	1.5	1.5	2.0	4.700	4.500	0.000	0.000
TUCKPOINTER	BLD	33.500	34.500	1.5	1.5	2.0	4.210	5.840	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

MCHENRY COUNTY

IRONWORKERS (EAST) - That part of the county East of Rts. 47 and 14.

IRONWORKERS (SOUTH) - That part of the county South of Route 14 and East of Route 47.

IRONWORKERS (WEST) - That part of the county West of Route 47.

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 systems, fire alarm systems that are a component of a multiplex system and share a common cable, 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 mateiral 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 installatin 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 experiors 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 experior

which sare installed in a similar manner.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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 yeards; 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; Rotory 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.