

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

### **PREQUALIFICATION**

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

### **REQUESTS FOR AUTHORIZATION TO BID**

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

### **WHO CAN BID ?**

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

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

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

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

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

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

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

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

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

RETURN WITH BID

# 1W

Proposal Submitted By
Name
Address
City

## Letting November 16, 2007

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

### NOTICE TO PROSPECTIVE BIDDERS

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

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764



**ILLINOIS  
DEPARTMENT OF**

**NATURAL RESOURCES  
Office of Water Resources**

**Multi-Purpose Dam Project – Phase 2 -  
Canoe and Fish Bypass Channel  
Yorkville Dam – Fox River  
Yorkville, Illinois  
Kendall County FR- 423**

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)

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## INSTRUCTIONS

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

**WHO CAN BID?:** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for 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.

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### 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

# BID RETURN WITH



**ILLINOIS**  
DEPARTMENT OF  
**NATURAL RESOURCES**  
Office of Water Resources

## PROPOSAL

TO THE DEPARTMENT OF NATURAL RESOURCES

1. Proposal of \_\_\_\_\_

\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_ a

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

**1W Contract FR-423  
Kendall County  
Multi-Purpose Dam Project - Phase 2 – Canoe and Fish Bypass Channel**

**The improvement consists of constructing temporary cofferdams, and approximately 1,100 feet of canoe and fish bypass channel lined with riprap and grouted boulders. A divider island to separate the main river channel from the bypass channel shall be constructed of roller compacted concrete and embankment material protected by riprap. The work shall also include all appurtenant work as necessary to complete the project at the Yorkville Dam on the Fox River in Yorkville, Illinois located approximately 970 feet upstream of the Route 47 bridge.**

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



**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

MULTI-PURPOSE DAM PROJECT - PHASE 2 -  
 CANOE AND FISH BYPASS CHANNEL  
 YORKVILLE DAM - FOX RIVER  
 YORKVILLE, ILLINOIS  
 KENDALL COUNTY FR-423

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
1	Tree Removal (6 to 15 unit diameter)	unit	64				
2	Temporary Fence	foot	1,410				
3	Tree Trunk Protection	each	15				
4	Earth Excavation	cu yd	8,652				
5	Rock Excavation	cu yd	1,968				
6	Removal and Disposal of Unsuitable Material	cu yd	3,848				
7	Topsoil Excavation and Placement	cu yd	1,030				
8	Erosion Control Blanket	sq yd	6,114				
9	Temporary Erosion Control Seeding	pound	268				
10	Stone Riprap, Class A5	ton	4,305				
11	Filter Fabric	sq yd	50				
12	Portland Cement Concrete Sidewalk 5 Inch	sq ft	18,903				
13	Sidewalk Removal	sq ft	460				
14	Aggregate Shoulders, Type B	ton	19				



MULTI-PURPOSE DAM PROJECT - PHASE 2 -  
 CANOE AND FISH BYPASS CHANNEL  
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 YORKVILLE, ILLINOIS  
 KENDALL COUNTY FR-423

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
15	Concrete Removal	cu yd	283.0				
16	Concrete Structures	cu yd	159.0				
17	Furnishing and Erecting Structural Steel	pound	1,690				
18	Reinforcement Bars, Epoxy Coated	pound	12,680				
19	Pedestrian Railing	foot	88				
20	Name Plates	each	1				
21	Precast Concrete Box Culvert 5' x 3'	foot	5				
22	Storm Sewers Class A, Type 2 24"	foot	88				
23	Storm Sewer Installation (PVC) Class B 6"	foot	45				
24	Restricted Depth Manhole, 4'Diameter, Type 1 Frame, Closed Lid	each	2				
25	Engineer's Field Office, Type A	cal mo	24				
26	Mobilization	l sum	1				
27	Sign Panel Type 3	sq ft	352				
28	Wood Sign Support	foot	327				

MULTI-PURPOSE DAM PROJECT - PHASE 2 -  
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 YORKVILLE, ILLINOIS  
 KENDALL COUNTY FR-423

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
29	Sediment Control, Silt Fence	foot	775				
30	Sediment Control, Silt Fence Maintenance	foot	390				
31	Clearing	acre	0.10				
32	Construction Staking	l sum	1				
33	Stone Riprap Removal	ton	342				
34	Riprap for Stilling Basin Relocation	ton	1,361				
35	Grouted Boulders	cu yd	2,431				
36	Feature Boulders	ton	1,016				
37	Stone Riprap Class A5 (Special)	ton	10,362				
38	Temporary Cofferdam System	l sum	1				
39	Seeding and Fertilizing	acre	1.26				
40	Wet Prairie Seed Mix	acre	1.42				
41	Galvanized Welded Steel Bar Grating	sq ft	39				
42	Roller Compacted Concrete	cu yd	4,081.0				

MULTI-PURPOSE DAM PROJECT - PHASE 2 -  
CANOE AND FISH BYPASS CHANNEL  
YORKVILLE DAM - FOX RIVER  
YORKVILLE, ILLINOIS  
KENDALL COUNTY FR-423

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
43	Recorder Gage House Removal	l sum	1				
44	Buoys	each	8				
45	Weep Drain	each	17				
46	Bypass Testing and Adjustments	day	8				
47	Steel Trash Rack	each	1				
48	Slide Gate	each	1				
49	Precast Stoplog Blocks	l sum	1				
50	Concrete Collar	each	2				
51	Floating Sign	each	3				
52	Flexible Growth Medium	acre	1.42				
53	General Fill	cu yd	618				
				TOTAL PROPOSAL			

NOTE:

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

## RETURN WITH BID

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

#### **I. GENERAL**

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

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

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

#### **II. ASSURANCES**

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

##### **B. Felons**

1. The Illinois Procurement Code provides:

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

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

##### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery

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

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

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

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

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

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

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

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

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

### **C. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

### **D. Bid-Rigging/Bid Rotating**

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

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

## RETURN WITH BID

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

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

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

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

### **E. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor 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.

2. The bidder makes the certification set forth in Section 5 of the Act.

### **F. Drug Free Workplace**

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and 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 the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(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 actions and efforts stated in this certification.

## RETURN WITH BID

### **G. Debt Delinquency**

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

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 it knows or should know that it, 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 it, 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 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.

### **H. State Prohibition of Goods From Forced Labor Act**

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 has been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

### **I. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other 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 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.

### **J. Child Labor Act**

The contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

### **K. 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.

### **L. 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.

### **M. Apprenticeship and Training Certification (Does not apply to federal aid projects)**

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

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



## RETURN WITH BID

### **N. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements**

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

### **O. Legal Status Disclosure and Federal Taxpayer Identification Number**

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

Legal Status (Check one):

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

**TO BE RETURNED WITH BID**

**IV. DISCLOSURES**

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

**B. Financial Interests and Conflicts of Interest**

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

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

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

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

**C. Disclosure Form Instructions**

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

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

**CERTIFICATION STATEMENT**

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

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

**D. Bidders Submitting More Than One Bid**

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

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

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**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. \_\_\_\_\_

**RETURN WITH BID/OFFER**

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 \_\_\_

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(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 \_\_\_

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(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 \_\_\_

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

Yes \_\_\_ No \_\_\_

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(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 \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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**RETURN WITH BID/OFFER**

(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: \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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





**RETURN WITH BID**

**Multi-Purpose Dam Project – Phase 2 -  
Canoe and Fish Bypass Channel  
Yorkville Dam – Fox River  
Yorkville, Illinois  
Kendall County FR- 423**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Multi-Purpose Dam Project – Phase 2 -  
Canoe and Fish Bypass Channel  
Yorkville Dam – Fox River  
Yorkville, Illinois  
Kendall County FR- 423

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) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A JOINT VENTURE) Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

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



**ILLINOIS**  
DEPARTMENT OF  
**NATURAL RESOURCES**  
Office of Water Resources

**RETURN WITH BID**

**Multi-Purpose Dam Project – Phase 2 -  
Canoe and Fish Bypass Channel  
Yorkville Dam – Fox River  
Yorkville, Illinois Kendall County FR- 423**

Item No. 1W  
Letting Date November 16, 2007

**Proposal Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

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

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

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

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

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

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary Certification for Principal and Surety**

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

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

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

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

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

My commission expires \_\_\_\_\_  
Notary Public

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

Electronic Bid Bond ID# \_\_\_\_\_

Company/Bidder Name \_\_\_\_\_

Signature and Title \_\_\_\_\_

# PROPOSAL ENVELOPE



# 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

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## NOTICE

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

**Multi-Purpose Dam Project – Phase 2 -  
Canoe and Fish Bypass Channel  
Yorkville Dam – Fox River  
Yorkville, Illinois  
Kendall County    FR- 423**



**ILLINOIS**  
DEPARTMENT OF  
**NATURAL RESOURCES**  
Office of Water Resources

## DISADVANTAGED BUSINESS POLICY

### I. NOTICE

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

### II. POLICY

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

### III. OBLIGATION

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

### IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

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

### V. BREACH OF CONTRACT

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



**ILLINOIS**  
DEPARTMENT OF  
**NATURAL RESOURCES**  
Office of Water Resources

**NOTICE TO BIDDERS**

**1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation for the Department of Natural Resources at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., November 16, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.

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

**1W Contract FR-423**  
**Kendall County**  
**Multi-Purpose Dam Project - Phase 2 – Canoe and Fish Bypass Channel**

The improvement consists of constructing temporary cofferdams, and approximately 1,100 feet of canoe and fish bypass channel lined with riprap and grouted boulders. A divider island to separate the main river channel from the bypass channel shall be constructed of roller compacted concrete and embankment material protected by riprap. The work shall also include all appurtenant work as necessary to complete the project at the Yorkville Dam on the Fox River in Yorkville, Illinois located approximately 970 feet upstream of the Route 47 bridge.

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

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

**4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Illinois Department of Transportation and the Illinois Department of Natural Resources in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Illinois Department of Natural Resources reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Natural Resources

Sam Flood, Acting Director

BD 351 (Rev. 01/2003)



STATE OF ILLINOIS  
STANDARD SPECIFICATIONS

The "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department, January 1, 2007; as amended and supplemented by the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2007 (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this Contract for the Multi-Purpose Dam Project – Phase 2 – Canoe and Fish Bypass Channel, Yorkville Dam – Fox River, Yorkville, Illinois, Kendall County, FR-423. (The Standard Specifications can be purchased from the Illinois Department of Transportation.)

SPECIAL PROVISIONS

The following Special Provisions supplement the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of the "Multi-Purpose Dam Project – Phase 2 – Canoe and Fish Bypass Channel" project, and in the case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DEFINITION OF TERMS

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

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

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

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

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

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

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No Supplemental Specifications this year.

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STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF WATER RESOURCES  
CONTRACT NO. FR-423  
CONSTRUCTION SPECIFICATIONS

WORK TO BE DONE

The work of this contract consists of furnishing labor, services, equipment, supplies and incidentals of every kind necessary for constructing: Approximately 1,100 feet canoe and fish bypass channel, upper and lower divider island, 4,081 cubic yards of roller compacted concrete, 283 cubic yards of concrete removal, gage house removal, 2,431 tons of grouted boulders, 10,362 tons of stone riprap class A5 (Special), 4,305 tons of stone riprap class A5, together with all appurtenant work required to complete the project in accordance with the plans, specifications, special provisions, and as directed by the Engineer.

LOCATION

The proposed improvement is located in Section 33 of Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois. The project is in the City of Yorkville on the Fox River just upstream of the Il Rte 47 Bridge.

PLANS AND DRAWINGS

The work to be done is shown on the drawings entitled "Multi-Purpose Dam Project – Phase 2 – Canoe and Fish Bypass Canal, Yorkville Dam – Fox River, Yorkville, Illinois, Kendall County, FR-423".

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## SPECIAL PROVISION

### REQUIRED DISADVANTAGED BUSINESS PARTICIPATION

#### I. DEFINITIONS

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

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

#### II. BIDDING CONSENT AND CONTRACT ASSURANCE

By submission of a bid, the bidder agrees to follow and consents to the terms of this Special Provision. In addition, the bidder assures that in consideration of the award of this contract that no less than 2.5 per centum of the awarded contract value of this contract shall be performed by one or more Disadvantaged Businesses. The bidder further agrees that it shall not discriminate on the basis of race, color, national origin or sex in the selection of subcontractors to meet this goal.

#### III. BIDDING PROCEDURE

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

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

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

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

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

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



1. Identification of the Disadvantaged Businesses to be used:
  2. The work to be done by each Disadvantaged Business identified by item number:
  3. The price to be paid to each Disadvantaged Business for the identified work specifically stating:
    - a) the contract pay item(s),
    - b) the quantity, unit price and total for the work to be completed by the certified entity, and
    - c) where partial pay items are to be performed by the certified entity, indicate the portion of each item and the subcontract dollar amount;
  4. A statement signed by the bidder and each of the Disadvantaged Businesses evidencing availability and use on the project; and
  5. If the bidder is a joint venture comprised of disadvantaged firms and nondisadvantaged firms, the plan must also include a clear identification of the portion of the work to be performed by the disadvantaged partner(s).
- E. The Utilization Plan will be approved by the DNR if the Plan meets the goal of the contract established in Paragraph II. A. The contract shall not be awarded until the Utilization Plan submitted by the bidder is approved. If the Utilization Plan is not approved or is deficient in a technical matter, the bidder will be notified and will be allowed no less than five (5) working day period in order to cure the deficiency. The bidder may count toward its goal only expenditures, indicated on the Participation Statements, to certified businesses that will perform a commercially useful function in the work of the contract. A business shall be considered to perform a commercially useful function only when it is responsible for execution of a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved.

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

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

- b) 100 percent goal credit for material purchased from a DBE manufacturer.
        - c) 100 percent goal credit for material purchased from a DBE fabricator or a DBE supplier who substantially alters or changes a material before resale to a contractor.
    - 5. Other expenditures made to DBE firms subject to DNR approval.
- F. If the bidder is unable to meet the contract goals, and has requested a modification or waiver of the Disadvantaged Business goal, as indicated on Illinois Department of Transportation form SBE 2026, the waiver request must include the following elements:
  - 1. All information indicating why the contract goal should be modified or waived,
  - 2. Evidence of Disadvantaged Businesses contacted. The following information must be submitted in order to document initial and follow-up contact:
    - a) An Initial Bid Solicitation List, indicating the names of the firms contacted, date of contact, method of contact, i.e., letter (specify if regular, express or registered mail), telephone or face-to-face contact, whether or not a response was received, and summary of the response. The solicitations shall contain at least the project identification, project location, types of work for which quotations are sought and the date, time and place quotations are due.
    - b) A Certificate of Contact, certifying that the information provided on the Initial Bid Solicitation List is true and accurate.
    - c) Copies of all contact letters, if the bidder contacts DBE firms by letter. The letter must clearly encourage participation and specifically define the types of work for which bids are being sought.
    - d) A Follow-up Telephone Log, which indicates follow-up telephone contact after all types of initial contact. A telephone log must be submitted indicating the individual contacted, date of contact and response.
  - 3. All evidence of good faith efforts made by the bidder, both prior to and after the letting, to secure the ready, willing, able and certified Disadvantaged Businesses necessary to meet the contract goals. See paragraph IV for information on what is meant by good faith efforts.
- G. A waiver or modification request indicated on form SBE 2026 will be decided by the DNR as follows. If the DNR determines that the Contractor has utilized good faith efforts to secure the ready, willing and able certified Disadvantaged Enterprises necessary to comply with the Special Provision, and that certified enterprises are not reasonably available to perform on the project or that some

other reason exists for waiver or modification of the goal, the DNR shall modify or waive the goal of the Special Provision. The DNR will advise the Contractor by certified mail. If the DNR denies the request or modifies the goal in a manner other than that requested, the DNR will notify the bidder of the determination by certified mail. The determination shall include a statement of additional efforts that the bidder may take in order to effect compliance. The bidder is not limited by the statement of additional efforts, but may take such other action beyond the stated additional efforts in order to cure. Thereafter, the bidder will be allowed no less than a five (5) working day period in order for the bidder to cure the deficiency and effect compliance. Failure to issue a denial determination within eighteen (18) working days after receipt of the written waiver request shall be deemed an approval of the request.

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

#### IV. GOOD FAITH EFFORTS

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

2. That the historical track record of the contractor discloses a meaningful effort on the part of the contractor to achieve the goal of the program in DNR contracts.

V. CONTRACT OBLIGATION

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

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

- B. In determining compliance with this Provision, the total dollars paid to eligible Disadvantaged Businesses shall be divided by the total awarded contract dollars to determine the percentage of performance. The Contractor shall maintain records of payment under this Provision and said records shall be made available to the DNR upon request for inspection. After the performance of the final item of work or delivery of material by the approved DBE firm and within thirty (30) calendar days after payment has been made by the DNR to the Contractor for such work or material (less any retainage), the Contractor shall submit a DBE Payment Agreement upon the Illinois Department of Transportation form SBE 2115 to the DNR (see address in paragraph V. A. above), or if a disagreement exists, indicate to the DNR on this form why payment has not been made.
- C. The Contractor may after award of the contract seek modification or waiver of the goal for good cause upon a showing of a good faith effort to achieve the goal of the Special Provision. Examples of such good cause include but are not limited to nonperformance, breach of contract by an approved Disadvantaged Business and failure of the approved Disadvantaged Business to perform, manage and supervise its identified work. It is the responsibility of the contractor to prove the good cause and a good faith effort to achieve the goal in the light of the cause. All requests for waiver or modification of the goal will be considered as a change to the approved Utilization Plan and the contractor shall therefore submit a written request for the waiver or modification to the address listed in paragraph V. A. above. If the DNR determines that the contractor has proven the good cause and a good faith effort to achieve the goal in light of the cause, the DNR shall modify or waive the goal as requested. If the DNR denies the request or modifies the goal in a manner other than that requested, the DNR will notify the contractor of the determination by certified mail within twenty (20) working days after receipt of the request. Failure to issue a denial determination within twenty

(20) working days after receipt of the written waiver request shall be deemed an approval of the request. Unless the goal of the Special Provision is modified or waived for good cause upon a showing of a good faith effort, failure of the Contractor to have at least the designated goal of this contract performed by the Disadvantaged Businesses as indicated in the approved Utilization Plan will result in a reduction in contract payments, as liquidated and ascertained damages, determined by multiplying the awarded contract dollar value by the contract per centum goal and subtracting the dollar value of the work actually performed by approved DBE businesses. The DNR reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the contractor submits sufficient documentation pursuant to this Section demonstrating achievement of the goal or until such time as the goal is modified or waived by the DNR in accordance with this Special Provision or after liquidated damages have been determined and collected.

- D. This Special Provision is in addition to all other Equal Employment Opportunity requirements of this contract.

## SPECIAL PROVISIONS

### TIME LIMIT

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

SPECIAL PROVISION  
CONTRACT CLAIM

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

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

Procedure

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

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

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

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

SPECIAL PROVISION  
VALUE ENGINEERING PROPOSALS

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

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

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



SPECIAL PROVISION  
WORKING DAYS

The Contractor shall complete the work by December 31, 2009.

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, 2007; 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 AND FERTILIZING

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

CONSTRUCTION METHODS

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

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

The following information shall be shown on the fertilizer bags:

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

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

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

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

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

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

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

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

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

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

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

Spring seeding in all 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. The prepared and seeded areas shall be covered with erosion control blanket in accordance with Section 251 of the Standard Specifications.

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 and fertilizing shall be measured to the nearest one hundredth of an acre using the full width and length of the areas as shown on the plans or as authorized by the Engineer.

Deductions 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. The erosion control blanket will be measured in place in square yards of actual surface area protected. 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 for "SEEDING AND FERTILIZING," and at the contract unit price per square yard for "EROSION CONTROL BLANKET" measured as specified herein.

SPECIAL PROVISION  
CONSTRUCTION PROCEDURE

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

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

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.

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. BLACOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-3362

JUL 16 2007

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

Re: Illinois Department of Natural Resources (Kendall County)  
 Modify Glen Palmer Dam - Fox River  
 Log # C-0275-07 [CoE appl.# 2004-1781]

Gentlemen:

This Agency received the additional information on April 17, 2007 from Illinois Department of Natural Resources requesting necessary comments concerning the submittal of Phase 2 plans in accordance with condition 9 of the 401 water quality certification issued January 23, 2006 under Log Number C-1104-04. We offer the following comments.

The Agency approves the final Phase 2 plans as submitted.

Should you have any question, please contact James Allison, of my staff at address and telephone number shown above.

Very truly yours,



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

cc: IEPA, Records Unit ✓  
 IEPA, DWPC, FOS, DesPlaines  
 IDNR, OWR, Springfield  
 USEPA, Region 5  
 Illinois Department of Natural Resources





# Illinois Department of Natural Resources

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

Rod R. Blagojevich, Governor

Sam Flood, Acting Director

July 24, 2007

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

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

ATTENTION: Mr. William Schuck, Division of Project Implementation

Dear Mr. Schuck:

We have completed review of your April 13, 2007 request for approval of the Phase 2 portion of the subject work.. The Phase 2 plans, which include the canoe and fish bypass channel, are hereby approved.

The Phase 2 plans are entitled:

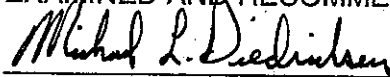
**MULTI-PURPOSE DAM PROJECT - PHASE 2, CANOE AND FISH BYPASS  
CHANNEL, YORKVILLE DAM - FOX RIVER, YORKVILLE, ILLINOIS  
KENDALL COUNTY, FR-423, 2007  
(Plan Sheets 1 - 66 of 66, Sealed and Dated 4/4/07, [Sheets 4, 56 & 57 of 66  
revised and transmitted by Teng & Associates on 6/12/07]); and  
SPECIAL PROVISIONS, MULTI-PURPOSE DAM PROJECT - PHASE 2 -CANOE  
AND FISH BYPASS CANAL, CONTRACT NO. FR-423 (Dated 4/9/07).**

This approval satisfies the requirements of Special Condition c of the permit. The other general and special conditions of the permit remain in full force and effect. Additionally, as discussed with Loren Wobig, a revised Operation & Maintenance Plan and a revised Emergency Action Plan that has been accepted by local emergency responders should be submitted for our records when available. This authorization does not supersede any other federal, state or local authorizations that may be required for this additional work.

IDNR/OWR  
Page 2  
July 24, 2007

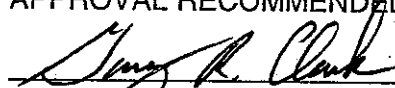
Please feel free to contact Robert Giesing of my staff at 217/785-1661 if you have any questions or comments concerning this approval.

EXAMINED AND RECOMMENDED:



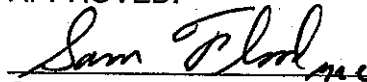
Michael L. Diedrichsen, Acting Manager  
Downstate Regulatory Programs

APPROVAL RECOMMENDED:



Gary R. Clark, Director  
Office of Water Resources

APPROVED:



Sam Flood, Acting Director  
Department of Natural Resources

SF:GRC:MLD:RCG:crw

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



DEPARTMENT OF THE ARMY  
ROCK ISLAND DISTRICT, CORPS OF ENGINEERS  
CLOCK TOWER BUILDING - P.O. BOX 2004  
ROCK ISLAND, ILLINOIS 61204-2004

RECEIVED  
OFFICE OF WATER RESOURCES  
SPRINGFIELD, ILLINOIS

REPLY TO  
ATTENTION OF

<http://www.mvr.usace.army.mil>

JUN 21 2007

June 15, 2007

AS \_\_\_\_\_ DIR \_\_\_\_\_  
PGM ID \_\_\_\_\_ PI \_\_\_\_\_  
PLNG \_\_\_\_\_ RM \_\_\_\_\_

Operations Division

SUBJECT: CEMVR-OD-P- 2004-1781

Mr. Loren Wobig  
Division of Planning  
IL Department of Natural Resources  
One Natural Resources Way  
Springfield, Illinois 62701-1271

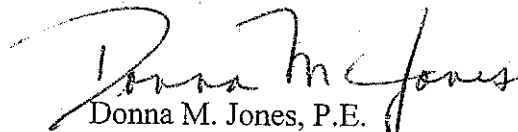
Dear Mr. Wobig:

We have reviewed Phase 2 information received April 17, 2007, for the subject permit authorizing work in conjunction with the rehabilitation of the Yorkville Dam Structure on the Fox River in Yorkville, Kendall County, Illinois.

We approve the final Phase 2 plans as submitted. You may proceed with construction after receiving concurrence from Illinois Environmental Protection Agency (IEPA) and Illinois Department of Natural Resources (IDNR).

Should you have any questions, please contact our Regulatory Branch by letter, or telephone Mr. Gene Wassenhove, at 309/794-5368.

Sincerely,

  
Donna M. Jones, P.E.  
Chief, Enforcement Section  
Regulatory Branch

Copies Furnished:

Mr. Mike Diedrichsen, P.E.  
Office of Water Resources  
IL Department of Natural Resources  
One Natural Resources Way  
Springfield, Illinois 62701-1271

Mr. Bruce Yurdin  
Illinois Environmental Protection Agency  
Watershed Management Section, Permit Sec. 15  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
ROCK ISLAND DISTRICT, CORPS OF ENGINEERS  
CLOCK TOWER BUILDING - P.O. BOX 2004  
ROCK ISLAND, ILLINOIS 61204-2004

<http://www.mvr.usace.army.mil>

February 1, 2006

Operations Division

SUBJECT: CEMVR-OD-P-2004-1781

Mr. Matt Cochran  
Cochran and Wilken, Inc.  
5201 South Sixth Street Road  
Springfield, Illinois 62703

**RECEIVED**

FEB 0 6 2006

**Cochran & Wilken, Inc.**  
SPRINGFIELD, ILLINOIS

Dear Mr. Cochran:

We are enclosing the Illinois Department of Natural Resources' Department of the Army permit authorizing work in conjunction with the rehabilitation of the Yorkville dam structure on the Fox River in Yorkville, Kendall County, Illinois.

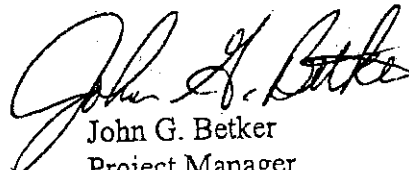
If you find it necessary to make changes in this authorization, you must submit revised plans to this office for approval before beginning work. You should also have all required Federal, state, and local approvals prior to commencing work.

Please notify this office prior to starting and completion of work. You are required to complete and return the enclosed "Completed Work Certification" upon completion of your project. A representative of this office will make periodic inspections of the work.

We appreciate your cooperation.

Should you have any questions pertaining to your permit, please contact our Regulatory Branch by letter, or telephone Mr. Gene Wassenhove, 309/794-5368.

Sincerely,

  
John G. Betker  
Project Manager  
Regulatory Branch

Enclosures

-2-

Copies Furnished:

Dr. David J. Horn, PhD  
4302 Chesapeake Drive, #2B  
Aurora, Illinois 60504

Ms. Barbara L. Merten  
78 Quinsey Lane  
Yorkville, Illinois 60560

Ms. Cynthia L. Skrukud, PhD.  
The Sierra Club, Illinois Chapter  
200 North Michigan Avenue  
Suite 505  
Chicago, Illinois 60601-5908

Mr. Arthur F. Prochaska, Jr.  
Mayor, City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois 60560

Ms. Dorothy Sleezer  
3675 East 25<sup>th</sup> Road  
Sheridan, Illinois 60551

Ms. Camille F. Grimes  
P.O. Box 69  
Yorkville, Illinois 60560

Mr. John M. Roesch  
2445 Downer Place  
Aurora, Illinois 60506

Mr. Bruce Yurdin  
Illinois Environmental Protection Agency  
Watershed Management Section, Permit Sec. 15  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

COMPLETED WORK CERTIFICATION

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

Name of Permittee: Illinois Department of Natural Resources

Date of Issuance: 01 February 2006

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Engineer District, Rock Island  
ATTN: Regulatory Branch  
Clock Tower Building  
Post Office Box 2004  
Rock Island, Illinois 61204-2004

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above reference permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

\_\_\_\_\_  
Signature of Permittee

## DEPARTMENT OF THE ARMY PROVISIONAL PERMIT

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

Section 10/404

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

POC: Mr. Loren Wobig

Tel: (217) 782-9130

Effective Date: 01 February 2006

Expiration Date: 31 December 2010

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

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

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

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

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

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

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

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

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

Permit Conditions:

General Conditions:

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

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

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

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

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

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

Special Conditions:

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

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



Further Information:

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

- (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

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

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

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

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

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

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

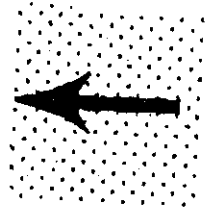
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance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

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

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

William J. Schuck  
Permittee

1/26/06  
Date



**SIGN  
HERE**

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

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

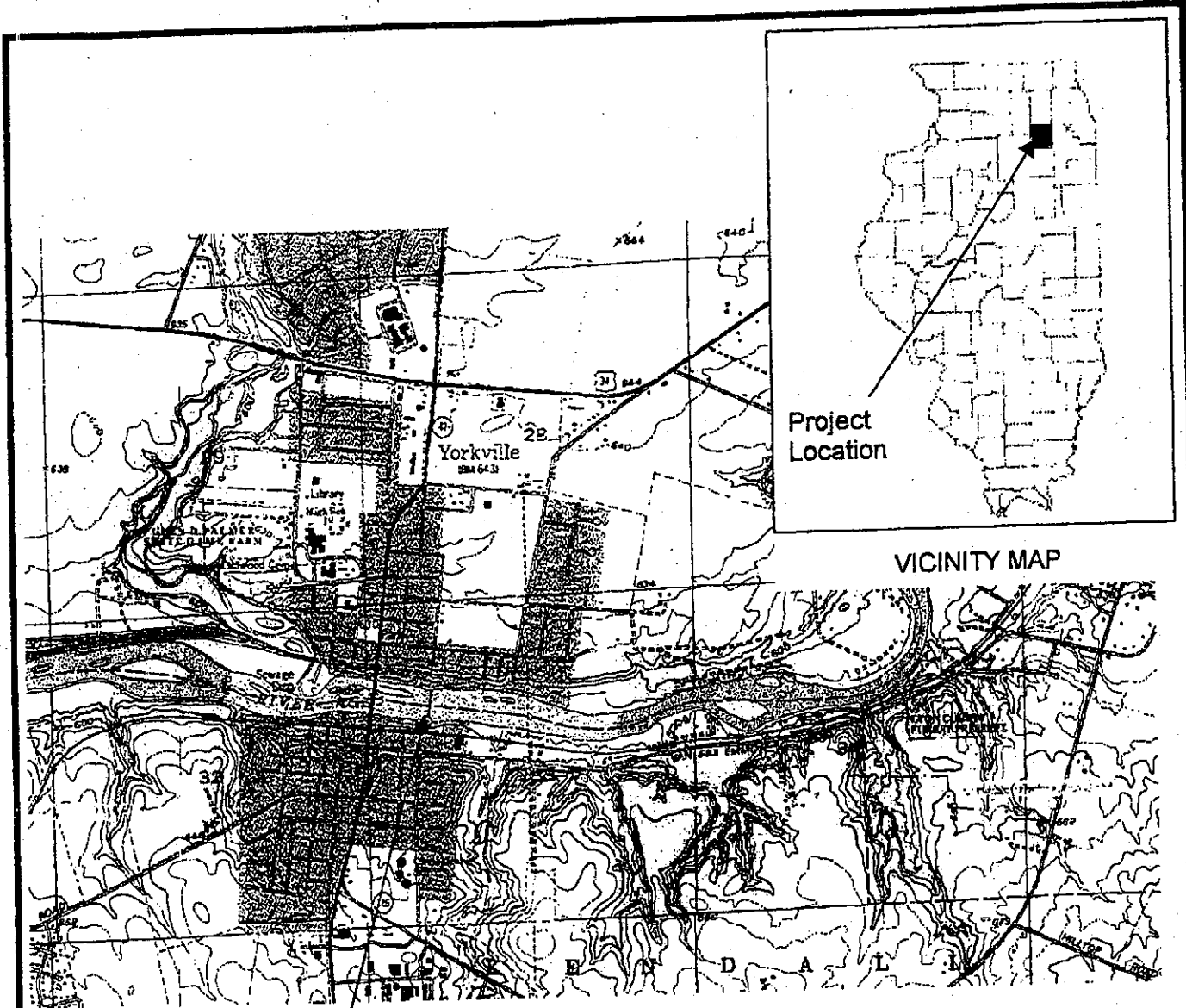
John G. Betker  
John G. Betker  
Project Manager

2-1-06  
Date

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

\_\_\_\_\_  
Transferee

\_\_\_\_\_  
Date



Project Location

VICINITY MAP



Project Site

**LIST OF ADJACENT PROPERTY OWNERS**

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

**PROJECT DESCRIPTION**  
Yorkville Multi-Purpose Dam Project

**LOCATION:**  
Fox River  
Yorkville, IL  
Kendall County

SHEET 2 OF 7

NCR FORM 426  
08 AUG 02

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



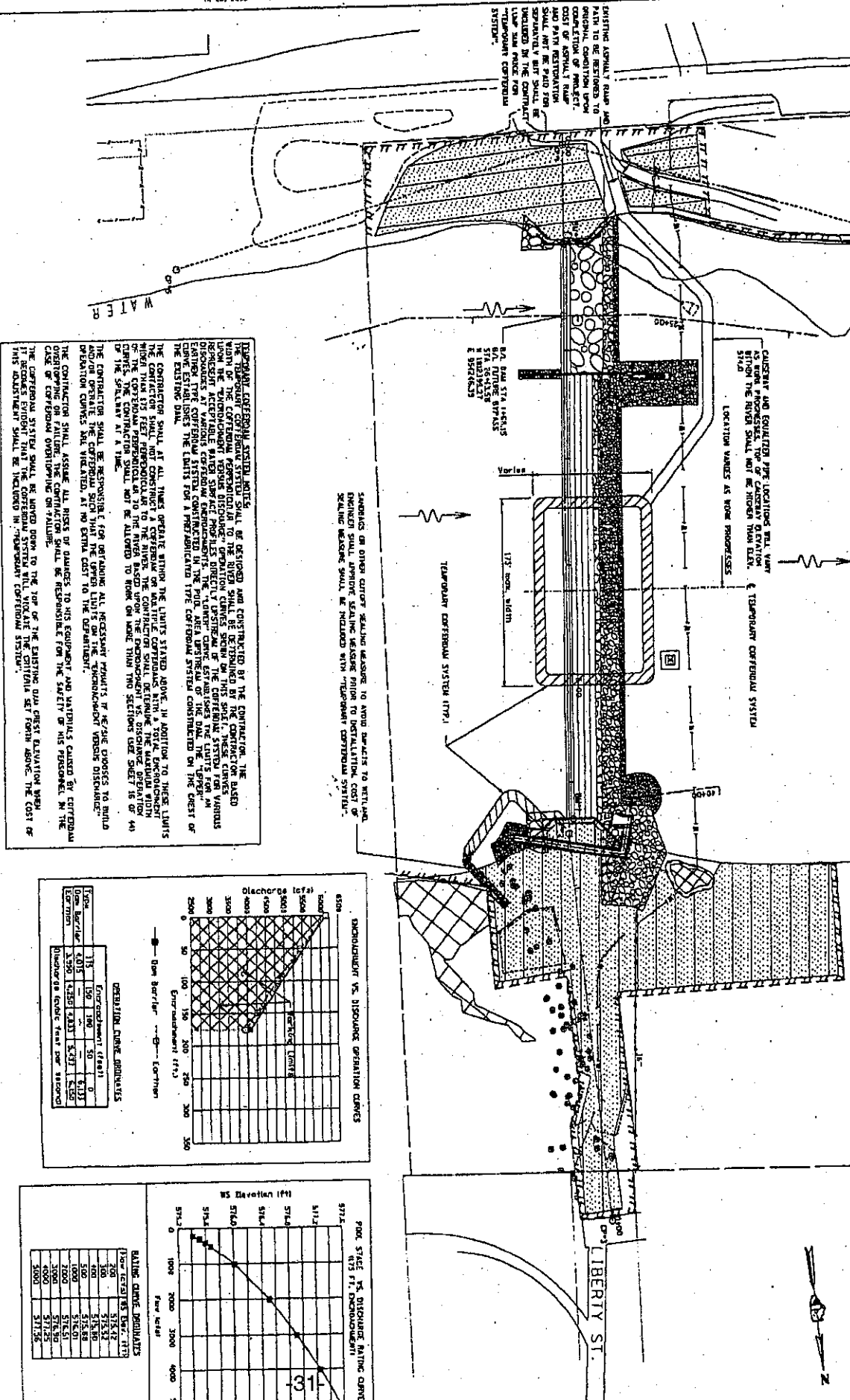
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DEPARTMENT OF NATURAL RESOURCES  
 VERMONT DAM - MULTI-PURPOSE DAM PROJECT - PHASE 1 - STEPPED SPILLWAY AND ADJUTANT IMPROVEMENTS  
 OFFICE OF WATER RESOURCES

DRAWG. C6 OF C10

TEMPORARY COFFEDAM SYSTEM

Sheet 11 of 44



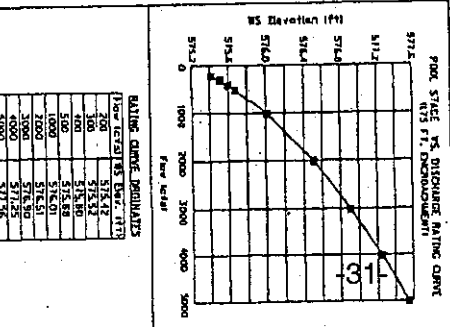
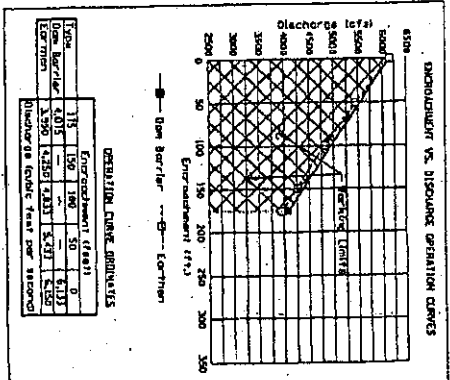
**TEMPORARY COFFEDAM SYSTEM NOTES:**

1. THE TEMPORARY COFFEDAM SYSTEM SHALL BE DESIGNED AND CONSTRUCTED BY THE CONTRACTOR. THE DESIGN OF THE COFFEDAM SYSTEM SHALL BE BASED ON THE DESIGN OF THE COFFEDAM SYSTEM FOR THE DAM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE VERMONT DEPARTMENT OF NATURAL RESOURCES AND THE VERMONT DEPARTMENT OF CONSERVATION AND FORESTRY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE VERMONT DEPARTMENT OF NATURAL RESOURCES AND THE VERMONT DEPARTMENT OF CONSERVATION AND FORESTRY.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE VERMONT DEPARTMENT OF NATURAL RESOURCES AND THE VERMONT DEPARTMENT OF CONSERVATION AND FORESTRY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE VERMONT DEPARTMENT OF NATURAL RESOURCES AND THE VERMONT DEPARTMENT OF CONSERVATION AND FORESTRY.

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4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE VERMONT DEPARTMENT OF NATURAL RESOURCES AND THE VERMONT DEPARTMENT OF CONSERVATION AND FORESTRY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE VERMONT DEPARTMENT OF NATURAL RESOURCES AND THE VERMONT DEPARTMENT OF CONSERVATION AND FORESTRY.



LEGEND  
 [Symbol] DAM BARRIER  
 [Symbol] COFFEDAM

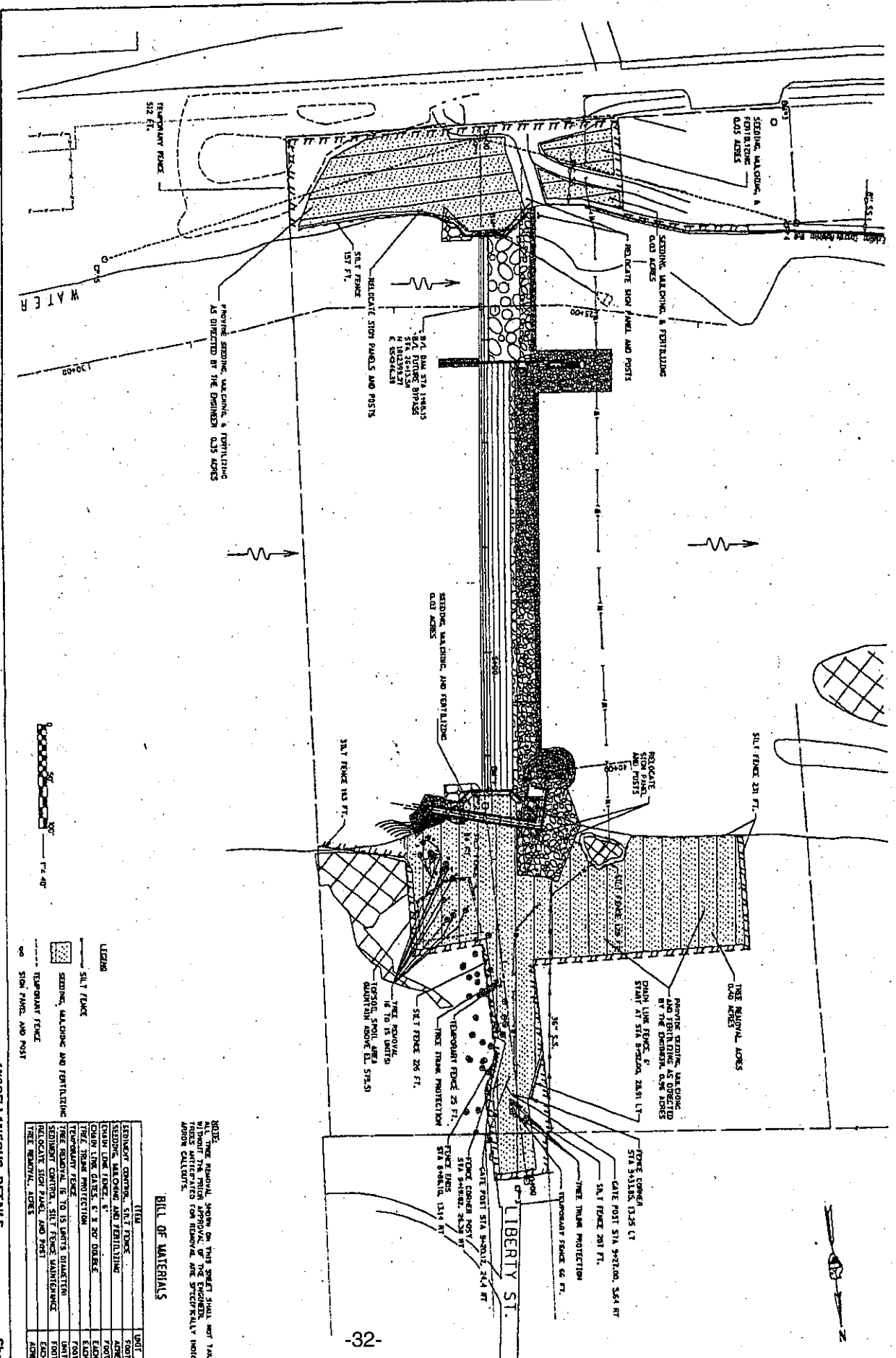
**BILL OF MATERIALS**

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CEMVR-OD-P-2004-1781  
 Sheet 3 of 7  
 Plan View

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DRWG. CS OF C10



LEGEND  
 SEEDING, MULCHING AND FERTILIZING  
 SILT FENCE  
 TEMPORARY FENCE  
 SIGN PANEL AND POST

**BILL OF MATERIALS**

ITEM	UNIT	QUANTITY
SEDIMENT CONTROL, SILT FENCE	FOOT	1715
SEDIMENT, MULCHING AND FERTILIZING	SQ. YD.	154
CHAIN LINK FENCE, 5' X 20' GABION	EA	82
CHAIN LINK FENCE, 5' X 20' GABION	EA	4
TEMPORARY FENCE	FOOT	403
TEMPORARY FENCE	FOOT	114
TEMPORARY FENCE	FOOT	365
RELOCATE SIGN PANEL AND POST	EA	5
TREE REMOVAL, ACRES	ACRE	0.10

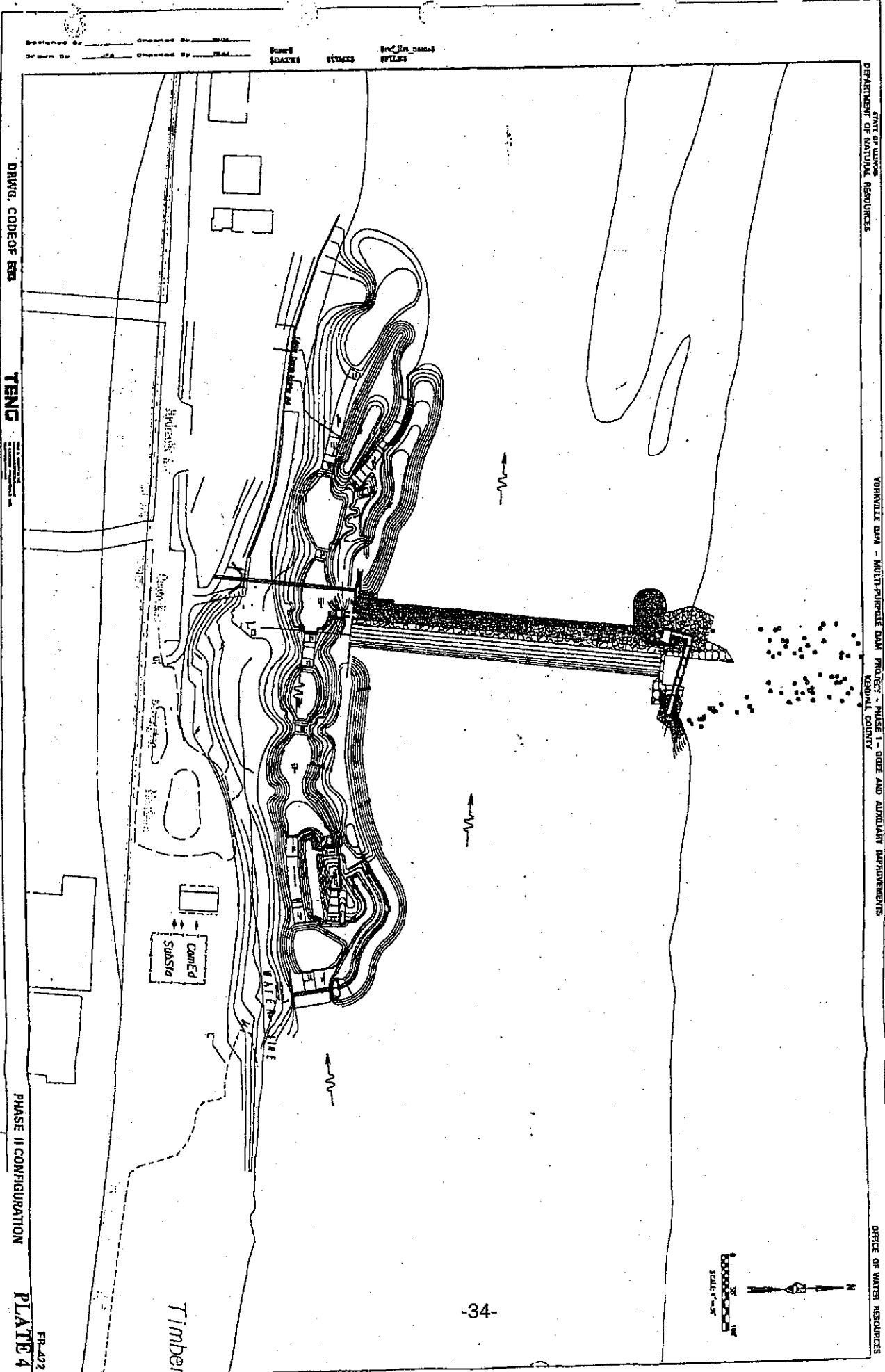
**NOTE:**  
 ALL TREE REMOVAL WORK ON THIS SPILLWAY SHALL BE IN ACCORDANCE WITH THE TREE REMOVAL AND PROTECTION ACT, CHAPTER 12, ARTICLE 1, SECTION 12-1-1. THESE MATERIALS ARE SPECIFICALLY INDICATED WITH APPROX. CALLOUTS.

MISCELLANEOUS DETAILS  
 Sheet 10 of 44

CEMVR-OD-P-2004-1781  
 Sheet 4 of 7  
 Plan View

DEPARTMENT OF NATURAL RESOURCES  
 YORNBVILLE DAM - MULTI-PURPOSE DAM PROJECT - PHASE 1 - STABILIZED SPILLWAY AND AUXILIARY IMPROVEMENTS  
 KENDALL COUNTY  
 OFFICE OF WATER RESOURCES





DRWG. CODE OF BAR

TENGE

PHASE II CONFIGURATION

PLATE 4

Section of \_\_\_\_\_  
 Drawn by \_\_\_\_\_  
 Checked by \_\_\_\_\_  
 Scale \_\_\_\_\_  
 Date \_\_\_\_\_  
 Project \_\_\_\_\_  
 Sheet \_\_\_\_\_

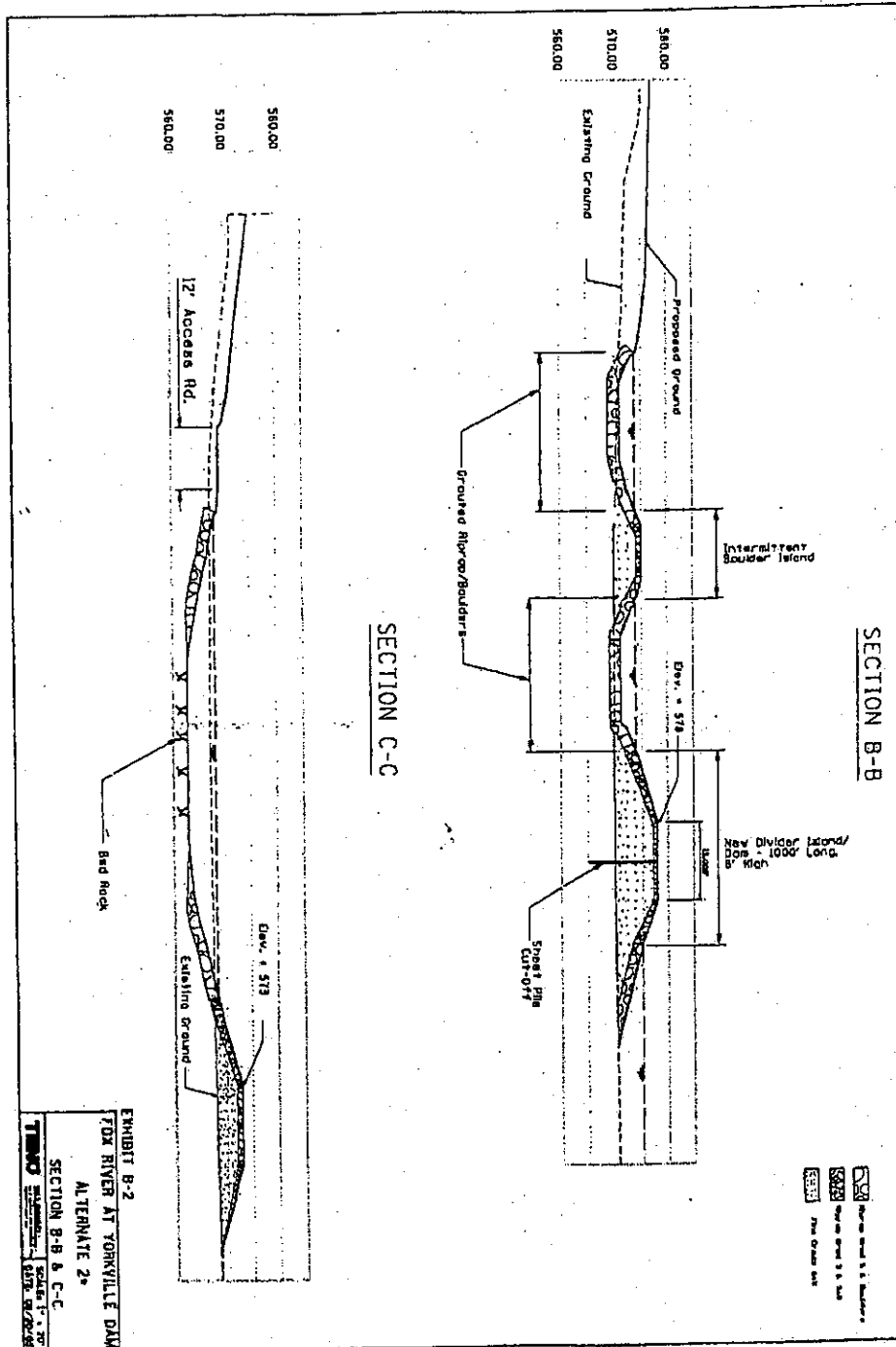
DEPARTMENT OF NATURAL RESOURCES

YORNBILLE DAM - MULTI-PURPOSE DAM PROJECT - PHASE I - GGE AND AUXILIARY IMPROVEMENTS  
GENERAL COUNTY

OFFICE OF WATER RESOURCES



EXHIBIT B-2



CEMVR-OD-P-2004-1781  
Sheet 7 of 7  
Cross Sections



## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397  
 JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-3362

JAN 23 2006

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

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

Gentlemen:

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

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

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

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

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

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

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

Very truly yours,



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

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



# Illinois Department of Natural Resources

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

Rod R. Blagojevich, Governor

Joel Brunsvold, Director

December 5, 2005

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

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

**ATTENTION:** Mr. William Schuck, Division of Project Implementation

Dear Mr. Schuck:

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

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

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

Sincerely,

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

JB:GRC:MLD:RCG:RHD:crw

Enclosures

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

11/2



PERMIT NO. DS2005126  
DATE: December 5, 2005

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

Permission is hereby granted to:

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

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

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

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

Examined and Recommended:

Michael L. Diedrichsen, Acting Manager  
Downstate Regulatory Programs

Approval Recommended:

Gary R. Clark, Director  
Office of Water Resources

Approved:

Joel Brunsvold, Director  
Department of Natural Resources

**THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

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

**THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**  
**PERMIT NO. DS2005126**  
**ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

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



Project Multi-Purpose Dam Project – Phase 2, Yorkville Dam  
City Yorkville, Illinois  
County Kendall

Year 2007  
Project No. FR-423

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Manager, Division of Project Implementation  
Title

**1. Site Description**

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

The existing structure at the Yorkville Dam is a low head (5' +/-) run of the river dam. It consists of a 410 foot wide concrete stepped overflow spillway founded on rock and a 120 foot wide riprapped ramp with a grade of 10 H to 1 V. The dam is terminated with a concrete abutment at each end and a 40 feet top width earthen embankment connecting the back of the concrete abutments to high ground. The stepped spillway is separated from the riprapped ramp by a concrete wall that will tie into the proposed divider island to be constructed during this phase of the project.

The improvements consist of the construction of a divider island parallel to and approximately 120 feet from the existing shore extending approximately 550 feet upstream and 550 feet downstream of the dam. A canoe and fish bypass channel will be constructed between the existing shore and the divider island. A cofferdam will be constructed and subsequently removed around any area of work constructed within the river. The divider island upstream of the dam will have a roller compacted concrete core covered with embankment to provide a flatter side slope, and will be protected with planted riprap above the normal water surface, and by standard riprap or grouted boulders below the normal water surface. Because the roller compacted concrete must be constructed in the dry, a separate cofferdam must be constructed prior to its construction. The divider island downstream of the dam will be an embankment protected with planted riprap above the normal water surface, and by standard riprap or grouted boulders below the normal water surface. Given proper construction materials, it should be possible to build the downstream divider island in the wet and utilize it for most of the downstream cofferdam necessary for the construction of the remainder of the bypass channel. The bypass channel will consist of a series of chutes and pools with grouted boulders being used for the weirs and where strong armoring is required, and riprap or existing rock bottom used elsewhere.



- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):

This job will require some tree removal and grubbing, earth excavation and topsoil stockpiling outside of the channel. Cofferdams will be built followed by earth and rock excavation, roller compacted concrete, forming the channel and riprap and grouted boulders placement. Partial removal of the existing ogee spillway will also be required. When the cofferdams are constructed, the area inside will act like a detention basin. Any water entering the construction area will be filtered through a dewatering basin before entering the waterway. Once the channel is constructed and erosion control features are established, the bypass channel will be tested. Then the cofferdams will be removed.

- c. The total area of the construction site is estimated to be 9.3 acres.

The total area of the site that is estimated to be disturbed by excavation, grading or other activities is 7.8 acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed should range between 0.1 on flatter vegetated surfaces to .85 on paved surfaces for use in the Rational Method. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters, and locations where storm water is discharged to a surface water.
- f. The name of the receiving water is the Fox River. No wetlands are involved in this phase of the project.

## 2. Controls

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

### a. Erosion and Sediment Controls

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

- (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

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

Prior to earth moving operations near trees to be protected, said trees shall be protected as shown in the plans. Temporary erosion control seeding will be applied to erodible / bare areas every seven days to minimize the amount of exposed surface area within the contract limits in accordance with the Standard Specifications. At the completion of the final grading and shaping, the Contractor will apply permanent seeding, fertilizing and erosion control blanket on the flatter soil surfaces, or wet prairie grass and forbs mixture with a flexible growth medium on the channel/divider island slopes as shown in the contract plans, the Summary of Quantities or as directed by the Resident Engineer.

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

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

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

#### b. Storm Water Management

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

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

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

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

Riprap and grouted boulders will line the proposed bypass channel bottom and side slopes below the normal water elevation, planted riprap with temporary erosion control provided by Flexterra flexible growth medium will be placed on the side slopes above the normal water surface, and flat areas outside the channel prism will be seeded with permanent seed and covered with erosion control blanket to control erosion.

**c. Other Controls**

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

**d. Approved State or Local Plans**

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

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

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

**3. Maintenance**

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

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

#### 4. Inspections

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

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

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

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

#### 5. Non-Storm Water Discharges

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

Dewatering activities for work inside the cofferdams will be a source of non-storm water discharge. The Contractor is to discharge dewatering activities to a temporary dewatering basin.



**ILLINOIS**  
 DEPARTMENT OF  
**NATURAL RESOURCES**  
 Office of Water Resources

**Contractor Certification Statement**

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

Project Information:

Project Multi-Purpose Dam Project – Phase 2, Yorkville Dam Year 2007  
 City Yorkville, Illinois Project No. FR-423  
 County Kendall

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Name of Firm

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City State

\_\_\_\_\_  
 Zip Code

\_\_\_\_\_  
 Telephone Number

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

**OWNER INFORMATION**

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

**CONTRACTOR INFORMATION**

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

**CONSTRUCTION SITE INFORMATION**

SELECT ONE:	<input checked="" type="checkbox"/> New Site <input type="checkbox"/> CHANGE OF INFORMATION TO PERMIT NO. ILR10 _____					
FACILITY NAME:	Multi-Purpose Dam Project - Phase 2, FR-423	OTHER NPDES PERMIT NOS.:				
FACILITY LOCATION:	on the Fox River at the Yorkville Dam	TELEPHONE NUMBER:	AREA CODE	NUMBER		
CITY:	Yorkville	ST:	IL	ZIP:	60560	LATITUDE: 41 30 10    LONGITUDE: 88 06 20
COUNTY:	Will	SECTION:	21	TOWNSHIP:	37N	RANGE: 7E
APPROX. CONST. START DATE:	1 / 14 / 08	APPROX. CONSTRUCTION END DATE:	12 / 31 / 09	TOTAL SIZE OF CONSTRUCTION SITE IN ACRES:	9.3	
STORM WATER POLLUTION PREVENTION PLAN COMPLETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If no, separate notification required to Agency prior to construction.)						

**TYPE OF CONSTRUCTION**

Other	TYPE BRIEF DESCRIPTION OF PROJECT: Construct an 1100 foot long bypass channel at the South end of the existing Yorkville Dam
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**HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE**

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

**RECEIVING WATER INFORMATION**

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

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

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR OFFICE USE ONLY

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

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

SPECIAL PROVISION  
STONE RIPRAP (SPECIAL)

Description: This item shall consist of furnishing and placing Stone Riprap mixed with Stabilization Soils, of the classes and gradations specified at locations shown on the plans, in accordance with the details, lines and elevations shown in the plans, the applicable portions of Section 1005.01 of the Standard Specifications, the requirements given herein, and as directed by the Engineer.

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

Quality Control of Riprap: Methods of sorting and loading material on site and at the quarry shall be such as to produce riprap of the highest practicable quality and shall be subject to the approval of the Engineer. A minimum of one gradation check for each gradation produced shall be run at the start of the project. The material will be sampled and inspected according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Inspection of Stone for Erosion Protection, Sediment Control, and Rockfill". Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the Department.

At least one riprap sample for riprap class A5 at its manufactured gradation shall be tested according to the requirements of Section 1005.01 (b) of the Standard Specification, and submitted to the Engineer for review and approval.

Stabilization Soil: The soil material characteristics must be non erosive, have good water retention properties, and suitable for good plant growth. The Stabilization Soil should be suitable for erosion resistance and plant growth by itself or when mixed into riprap.

It shall have sufficient physical characteristics that it can be mixed 25 to 35% by volume of placed rock work in an even distribution to fill riprap voids, but not have excessive clumping or otherwise displace riprap. On-site material and/or imported materials and mixes may be used with approval of the Engineer. Mixtures of topsoil, and/or stabilized sludge/manure; with 20 to 40% clay minimum are required. 10 to 20% gravel may be allowed. It shall be thoroughly wetted, mixed and stockpiled separately from riprap, and away from the rock placement area. Sediment removed from the river as unsuitable material may not be used as stabilization soil.

Construction Requirements: Riprap shall be placed according to the applicable portions of Section 281 of the Standard Specification and details shown on the plans. The ratio of mixture will be approximately 75% riprap to 25% stabilization soil.

Method of Measurement: This work will be measured for payment in tons measured on platform scales furnished at the expense of and by the Contractor. The scales shall be approved by the Contracting Officer and shall be tested and sealed, at the expense of the Contractor, as often as the Engineer may deem necessary to insure their accuracy. Riprap placed outside the specified vertical and horizontal limits and lines shown on the plans will not be paid for, and the Engineer may require the Contractor to remove and dispose of the excess riprap without cost to the

Department. Removed riprap or excess riprap left in place will be deducted from the paid quantities according to scale measurement or calculation of the excess volume multiplied by the riprap's density including voids. In such cases the appropriate riprap density will be determined by the Engineer. The work will be paid for at the weight of the soil/stone mixture.

Basis of Payment: This work will be paid for at the contract unit price per ton for "STONE RIPRAP (SPECIAL)", of the classes (stone quality and gradations) specified, which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein.



SPECIAL PROVISION  
GROUTED BOULDERS

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

Materials: In advance of delivery of rock to the work site an inspection of the quarry shall be arranged by the Contractor and shall include the Contractor, Quarry Representative, and IDNR Representative. The quarry will identify the rock source and procedures that will be used to stockpile, mix and grade the types of boulders specified.

Boulders shall be rounded, natural appearing material and shall be subject to acceptance by the Engineer. Sharp edges on surfaces of boulders that are exposed after construction shall be mechanically rounded to 3-inches or greater radius unless otherwise directed by the Engineer

Each piece of rock shall have its greatest dimensions not greater than 3 times its least dimensions. The minimum dimension measured along any axis through the approximate centroid of the boulder will be 2.0 feet. The smallest dimension should be oriented vertically. The rock shall conform to the following test requirements of the American Society for Testing Materials Standards:

	<u>Requirement</u>	<u>Standard</u>
Apparent specific gravity, minimum	2.60 – 3.0	ASTM C-127
Absorption	< 1% and > 3%	ASTM C-127
Los Angeles Abrasion	<20% loss after 500 revolutions	ASTM C-535
Freeze-Thaw	<2% loss after 35 cycles	ASTM D-5312
Wetting-Drying	<2% loss after 80 cycles	ASTM D-5313
Petrographic Examination	No deleterious materials allowed	ASTM C-295
Field Examination	No deleterious materials allowed	ASTM D-4992
Compressive Strength	Minimum 3000 psi	ASTM C-42
Sodium Sulphate Soundness	<10% loss after 5 cycles	ASTM C-88

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

Quality Control of Grout and Boulders: Methods of sorting and loading material on site and at the quarry shall be such as to produce boulders of the highest practicable quality and shall be subject to the approval of the Engineer. The quarry will identify the rock source and procedures that will be used to stockpile, mix and grade the types of riprap and boulders specified, and this shall be submitted to the Engineer for review. A minimum of one boulder sample shall be tested at no cost to the Department according to the procedures outlined in the Materials section of this

specification, and results shall be provided to the Engineer for review and approval. The contractor shall submit the design mix for grout to the Engineer for approval.

A minimum of one gradation check on a random boulder sample will be performed at the quarry on a sample ready for normal delivery to the work site, at no cost to the Department. The results shall be presented to the Engineer for approval. The approved sample shall then be hauled to the work site and stockpiled for comparison with future boulder deliveries. Mechanical equipment, a sorting site, and labor needed to assist in checking gradation shall be provided by the contractor at no additional cost to the Department.

Boulders and large rock shall be visually checked by the Contractor at the quarry or at the work site as required for size, elongation, cracks, deterioration and other defects visible on the entire surface area of the stone. Five percent of the stone checked for cracks shall be wetted and re-inspected by the Contractor for cracks to determine if additional inspections are necessary. Stone with cracks shall not be shipped to the work site. Boulders shall be free from cracks, seams and other defects that would tend unduly to increase its deterioration from natural causes. The inclusion of dirt, sand, clay and rock fines will not be permitted. The Engineer may at any time, if he deems necessary, require other tests, or make adjustments in the above procedures as necessary to insure the quality of the rock.

Construction Requirements: Boulders shall be placed according to the applicable portions of Section 281 of the Standard Specification and details shown on the plans as specified herein. Excavate for placement of boulders as indicated on the plans, providing a firm smooth uniform surface at the proper grade. No boulders shall be placed until the Engineer has verified compaction and sub grade elevations.

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

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

The concrete grout shall be placed by injection methods by pumping under low pressure, positive displacement methods, through a hose and pipe nozzle placed to sub grade level to ensure complete penetration of the grout into the rock layer. The voids at the surface, as detailed on the drawings, will not be grouted unless designated. Generally, grout will be held down 6 inches minimum (8 inches maximum) below the surface of the rock layer to the elevations detailed on the drawings. Do not grout flush to the top surfaces of the rock. Such

unauthorized grout placement will be removed, and no payment made for such wasted or removed grout. Operator shall be able to stop the flow and will place grout in the voids and not on the surface of the rock.

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

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

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for "GROUTED BOULDERS", which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein. Excavation will be paid for at the contract unit price per cubic yard for "EARTH EXCAVATION" or "ROCK EXCAVATION", as determined by the bed material type removed.

## SPECIAL PROVISION

### FLOATING SIGN

Description: This work shall consist of furnishing and installing all materials and labor necessary to place the floating signs as shown on the plans.

Materials: Floating signs should be Rolyan Pontoon Float Model B4872PF "KEEP OUT" or approved equal, including required corner mooring anchors.

Method of Measurement: This work will be measured for payment in units of each, which price shall include all components, as shown on the plans, and all other items required for a complete and proper installation.

Basis of Payment: This work will be paid for at the contract unit price each for "FLOATING SIGN", furnished and complete in place, according to the specifications, which price shall be payment in full for all labor, equipment, materials, placement, and all other items necessary to complete the work as specified herein.

## SPECIAL PROVISION

### GALVANIZED WELDED STEEL BAR GRATING

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

Materials: Materials shall meet the following requirements:

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

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

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

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

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

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

Method of Measurement: This work will be measured for payment in units of square foot of grating, which price shall include all components, as shown on the plans, and shall include all

galvanized welded steel bar grating and all other items required for a complete and proper installation.

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

## SPECIAL PROVISION

### STEEL TRASH RACK

Description: This work shall consist of furnishing and installing all materials and labor necessary to construct and erect the steel trash rack as shown on the plans.

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

Method of Measurement: This work will be measured for payment in units of each, which price shall include all components, as shown on the plans, and all other items required for a complete and proper installation.

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

## SPECIAL PROVISION

### SLIDE GATE

Description: This work shall consist of furnishing and installing all materials and labor necessary to construct the slide gate as shown on the plans. Gate shall be Fabricated Slide Gate-Self Contained type. Gate shall have a non-rising stem, and shall be designed for seating and unseating heads of 10-feet. Gate shall be furnished with a T-wrench for its operation, of sufficient length to permit operation from behind the pedestrian railing at the flow augmentation culvert.

Materials: Frame, slide, slide reinforcing and stem shall be stainless steel Type 304. Fasteners and anchors shall be stainless steel ASTM F5923/F594, Alloy Group 1. Flexural stresses in the frame shall be limited to 15,000 psi. Grout shall be according to Section 1024 of the Standard Specifications.

Installation: Anchor bolts shall be cast in into the flow augmentation culvert headwall. Anchor bolts shall be held firmly in place using a template derived from the gate frame during headwall casting.

Submittals: Provide details of the proposed gate assembly for Engineer's review and approval. Details should include material information, dimensions of the frame and the slide components, and anchor bolt size and spacing.

Testing: Gate shall be tested under a 5-foot head of water acting from the river side, measured from the culvert invert. Minor seepage at the frame-slide interface shall not be cause for rejection. Steady leakage, as may be attributable to a wracked frame or slide, or inability to seat the slide properly, shall be cause for rejection. Leakage through the grout between the frame and the concrete headwall shall be cause for rejection. Rejected work shall be replaced by the Contractor at no additional cost to the Department.

Method of Measurement: This work will be measured for payment in units of each, which price shall include all components, as shown on the plans, and all other items required for a complete and proper installation.

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



## SPECIAL PROVISION

### BUOYS

Description: This work shall consist of furnishing and installing all materials and labor necessary to place the buoys as shown on the plans.

Materials: Buoys should be Rolyan Buoys Coast Guard Type ABS, B5CPRSW or approved equal, and include all anchors (200 lbs Rolyan 1321620 or approved equal) and 3/8" steel chain and connectors as shown on the plans.

Method of Measurement: This work will be measured for payment in units of each, which price shall include all components, as shown on the plans, and all other items required for a complete and proper installation.

Basis of Payment: This work will be paid for at the contract unit price each for "BOUYS", furnished and complete in place, according to the specifications, which price shall be payment in full for all labor, equipment, materials, placement, and all other items necessary to complete the work as specified herein.

## SPECIAL PROVISION

### TEMPORARY COFFERDAM SYSTEM

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

Construction Requirements: The Contractor shall submit drawings and design calculations for the temporary cofferdam system showing the proposed design, method of construction, removal, as well as other details left open to choice and not fully detailed on the plans. The Contractor is fully responsible for the design of the cofferdam and is not limited to the specific cofferdam system or diversion methods shown on the plans, and may propose other systems including prefabricated or inflatable dams. The sealed cofferdam calculations and plans must be submitted and approved by both the Engineer and IDNR, Office of Water Resources Division of Resource Management (State Dam Safety) prior to the start of any work. The Contractor shall assume all risk of damages to his equipment and the work caused by flooding of his selected cofferdam system. The Contractor is responsible for the safety of his personnel and cost of clean up and cofferdam restoration in the case of cofferdam overtopping and failure.

The height of the cofferdam systems shall be sufficient to prevent overtopping by a flood with a return period selected by the contractor. The Contractor is responsible for obtaining all permits required if the Contractor chooses to build the temporary cofferdam system with an encroachment greater than shown on the plans, at no cost to the Department. The rating curves and stage-discharge curves for the dam site are shown on the drawings solely for the information of the contractor in timing his construction operations to prepare for such flood storage and/or to bypass such flows as may be necessary. The Department assumes no responsibility for any deduction, interpretations, or conclusions that may be made from the curves.

The Contractor shall, at all times, insure flow as shown on the stage discharge curves through the dam site as shown on the Plans. The Contractor will be permitted to use any diversion method, as approved by the Engineer, for this purpose. The method shall provide such protection as may be necessary to assure smooth, unobstructed flow area.

Except as otherwise provided, the Contractor shall not interrupt nor interfere with the natural flow of the Fox River through the dam site for any purpose without the written approval of the Engineer.

The Contractor shall install adequate measures to maintain the level of groundwater below the foundation sub grade elevation and maintain sufficient bearing capacity for structures, pipelines, cutoffs, earthwork, and rock work. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the sub grade elevation. The discharge of the removed water shall be controlled to prevent damage or increased turbidity of the Fox River and shall meet the approval of the Engineer and applicable state and federal regulations. Discharge of water shall be into dewatering basins shown in the plan details or other methods approved by the Engineer, which

shall be duly maintained and cleaned of sediment deposits as necessary to control turbidity in the river. The Contractor shall also conform to all applicable state requirements for the interception of water at all areas outside the cofferdams before entering the construction area and for minimizing erosion and sedimentation. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation sub grade by Contractor operations shall not be considered as originally unsuitable foundation sub grade and shall be repaired at Contractor's cost. The Contractor shall coordinate groundwater control measures with surface water diversions since the effectiveness of groundwater control will depend on the amount of surface water infiltration allowed by the diversion system. Existing storm water from outfalls discharging into the dewatered area shall be maintained.

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

The IDNR, Fisheries Office at Silver Springs (630-553-6680) shall be notified 48 hours prior to the initiation of cofferdam dewatering. Upon completion of any cofferdam construction, no more than 75% of the water remaining inside the cofferdam will be removed from the interior of the cofferdam prior to the careful netting and removal of all fish species remaining inside the cofferdam. When such partial dewatered conditions exist inside the cofferdam, all fish shall be carefully removed from the interior of the cofferdam within 24 hours. Fisheries biologists from the IDNR, Fisheries Office at Silver Springs need not be present to undertake the tasks described herein. All fish removed from the interior of any cofferdam, will be carefully released back into the Fox River, downstream of the project construction limits, into flowing water at least 12 inches deep. When all fish have been carefully removed and relocated as noted above, the remainder of the water inside the cofferdam may be removed from the interior of the cofferdam upon approval of the engineer. When the cofferdam has been dewatered, the interior of the cofferdam will be inspected within 24 hours for mussels. Any mussels observed will be carefully removed from the interior of the cofferdam and will be carefully released back into the Fox River, downstream of the project construction limits, into flowing water at least 12 inches deep.

The contractor may be required to stage removal of the cofferdam to accommodate low, intermediate, and high flow conditions as noted in the special provision for Bypass Testing and Adjustments.

If constructed in accordance with the location and details shown on the plans and specifications for the lower divider island, portions of the temporary cofferdam for the lower divider island can remain permanently in place. Permanent materials must meet the requirements of the General Fill specification as a mixture of gravel and sand with less than 5 percent organic material.

Method of Measurement: This work will be measured for payment as a single lump sum item. All diversion structures and appurtenances required for any and all of the proposed and/or required construction stages shall be included in the single lump sum item.

Basis of Payment: This work will be paid for at the contract lump sum price for "TEMPORARY COFFERDAM SYSTEM", which price shall be payment in full for all labor, equipment, materials, maintenance, cleanup and restoration in the event of cofferdam failure or overtopping, dewatering basins or other approved turbidity control devices, water control, maintenance of

existing storm water outfalls, removal and disposal of materials and structures placed for diversion, engineering costs, and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION  
SEDIMENT CONTROL, SILT FENCE MAINTENANCE

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

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

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

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

SPECIAL PROVISION  
SEDIMENT CONTROL, SILT FENCE

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

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

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

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

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

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

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

SPECIAL PROVISION  
NONMETALLIC WATERSTOP

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

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

Materials:

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

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

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

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

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

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

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

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

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

Retrofit and hydrophilic waterstops shall be installed on smooth, even, and clean concrete surfaces. Hydrophilic waterstops shall be bonded to existing concrete surfaces with a compatible contact adhesive and fastened with concrete nails as indicated on the plans.

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

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

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

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

- 1) Tensile strength less than 80 percent of the parent section.
- 2) Free lap joints.
- 3) Misalignment of centerbulb, ribs, and end bulbs greater than 1/16 inch.
- 4) Misalignment of which reduces waterstop cross section more than 15 percent.
- 5) Bond failure at joint deeper than 1/16 inch or 15 percent of material thickness.
- 6) Misalignment of waterstop splice resulting in misalignment of waterstop in excess of ½ inch in 10 feet.
- 7) Visible porosity in the weld area, including pin holes.
- 8) Charred or burnt material.
- 9) Bubbles or inadequate bonding.
- 10) Visible signs of splice separation when cooled splice is bent by hand at a sharp angle.

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

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

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



SPECIAL PROVISION  
WET PRAIRIE SEED MIX

Description: All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein. The Wet Prairie Seed Mix shall be supplied in pounds of Pure Live Seed. The seed mix shall be comprised of the seed classes, types and amounts specified below.

Seeding shall be a mix of Classes 4B through 5B Modified – Wetland Grass and Forb Mixture

<u>Seeds</u>	<u>lb/acre</u>
Annual Ryegrass	25
Oats, Spring	25
Wetland Grasses and Forbs (species below)	10

<u>Species:</u>	<u>% By Weight</u>	<u>Species:</u>	<u>% By Weight</u>
<u>FORBS</u>		<u>FORBS cont'd</u>	
Allium cernuum (Nodding Pink Onion)	5.3	Rudbeckia hirta (Black Eyed Susan)	1.8
Asclepias incarnata (Red Milkweed)	1.7	Rudbeckia subtomentosa (Sweet Black Eyed Susan)	1.8
Aster novae-angliae (New England Aster)	0.9	Rudbeckia triloba (Brown Eyed Susan)	1.8
Cacalia atriplicifolia (Pale Indian Plantain)	0.9	Silphium perfoliatum (Cupplant)	0.9
Eupatorium maculatum (Joe Pye Weed)	0.9	Solidago rigida (Stiff Goldenrod)	1.8
Eupatorium perfoliatum (Boneset)	0.9	Verbena hastata (Blue Vervain)	1.7
Helenium autumnale (Dogtooth Daisy)	0.9	Vernonia fasciculata (Ironweed)	1.8
Heliopsis helianthoides (Ox Eye Sunflower)	1.7	Zizia aurea (Golden Alexander)	1.7
Iris shrevei (Wild Iris)	1.7		
Iris versicolor (Blue Flag Iris)	1.8	<u>LEGUMES</u>	
Liatris pycnostachya (Prairie Blazingstar)	0.9	Cassia hebecarpa (Wild Senna)	2.6
Liatris spicata (Dense Blazingstar)	0.9	Desmodium canadense (Canada Tick Trefoil)	1.8
Monarda fistulosa (Bergamot)	1.3		
Ratibida pinnata (Yellow Coneflower)	2.6		
<u>GRASSES, SEDGES &amp; BULRUSHES</u>		<u>GRASSES, SEDGES &amp; BULRUSHES cont'd</u>	
Andropogon gerardi (Big Bluestem)	10.6	Panicum virgatum (Switchgrass)	4.4
Carex stipata (Awl Fruited Sedge)	4.4	Scirpus atrovirens (Dark Green Bulrush)	4.4
Carex vulpinoidea (Fox Sedge)	4.4	Sorghastrum nutans (Indiangrass)	9.7
Elymus canadensis (Canada Wild Rye)	10.6	Spartina pectinata (Prairie Cordgrass)	1.7
Elymus virginicus (Virginia Wild Rye)	9.7		

Seeding Methods: Seeding shall be applied in accordance with the applicable parts of Section 250 of the Standard Specifications. Other methods may be considered if recommended by the seed supplier and approved by the Engineer. If hydraulic seeding is used to apply the wetland grasses and forbs, the wetland grasses and forbs shall be applied at double the above specified rate at no additional cost to the State.

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

Basis of Payment: This work will be paid for at the contract unit price per acre for “WET PRAIRIE SEED MIX”, which price shall be payment in full for all labor, equipment, materials and all other items necessary to complete the work as specified herein.

## SPECIAL PROVISION

### FLEXIBLE GROWTH MEDIUM

**Description:** This work shall consist of furnishing, transporting, and placing flexible growth medium for the area within the limits as shown on the plans, in accordance with plans, specifications, and as required by the Engineer.

**Materials:** FLEXTERRA Flexible Growth Medium manufactured by PROFILE Products LLC, or approved equal, shall be applied to all areas of Wet Prairie Seed Mix.

The physical properties shall be as follows:

Moisture Content	12% +/- 3
Wood Fiber	85% MAX
Locking Fibers	5.0% +/- 1
Crosslinked Tackifier	10% +/- 1
Water Holding Capacity	1500% MIN
Organic Material	95% MIN
Ph	4.8 +/- 2

**Construction Requirements:** Application rate shall be 3000 pounds per acre and the material shall be placed according to the manufacturers instructions. After the seed mix is applied, the flexible growth medium shall be applied in two passes to insure proper application rates and to diminish the chances of shadowing. When the seed and flexible growth medium have been installed, the channel shall not be subjected to channel flows until the cover crop has an adequate stand to help resist the flow. This should occur in approximately three weeks depending on the site conditions and amount of rainfall or irrigation.

**Method of Measurement:** Flexible Growth Medium 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 application of flexible growth medium is not required.

**Basis of Payment:** This work will be paid for at the contract unit price per acre for "FLEXIBLE GROWTH MEDIUM", which price shall be payment in full for all labor, equipment, materials, placement, and all other items necessary to complete the work as specified herein.



## SPECIAL PROVISION

### ROLLER COMPACTED CONCRETE

**Description:** Roller Compacted Concrete (RCC) shall consist of aggregate, Portland cement and water. RCC shall be proportioned, mixed, placed, compacted and cured in accordance with these specifications; and conform to the lines, grades, thickness, and typical cross sections shown in the Plans and as directed by the Engineer.

**Materials:** An RCC mix design supported by cylinder break test results shall be submitted to the Engineer for approval. All materials to be used for RCC construction shall be approved by the Engineer based on laboratory tests or certifications of representative materials which will be used in the actual construction.

Cement shall comply with the latest specifications for portland cement (ASTM C 150 and ASTM C 1157), or blended hydraulic cements (ASTM C 595 and ASTM C 1157).

Unless otherwise approved in writing by the Engineer, the quality of aggregates shall conform to ASTM C 33. The plasticity index of the aggregate shall not exceed five. Aggregates may be obtained from a single source or borrow pit, or may be a blend of coarse and fine aggregate. The aggregate shall be well graded without gradation gaps and conform to the following gradation:

Sieve Size	Percent Passing by Weight
1"	100
3/4"	90-100
1/2"	70-90
3/8"	60-85
No. 4	40-60
No. 16	20-40
No. 100	6-18
No. 200	2-8

Mineral admixtures shall conform to the requirements of ASTM C 618 (flyash), ASTM C 989 (slag) and ASTM C 1240 (silica fume). Unless specifically directed by the Engineer, total mineral admixture content including the content in the blended cements shall not exceed the weight of Portland cement in the RCC mix. Chemical admixtures including water reducing and retarding admixtures shall conform to ASTM C 494 and must be approved by the Engineer prior to use.

Water shall be clean, clear, and free of acids, salts, alkalis or organic materials that may be injurious to the quality of the concrete. Non-potable water may be considered a source for part or all of the water, providing the mix design indicates proof that the use of such water will not have any deleterious effect on the strength and durability properties of the RCC.

Concrete curing compounds shall conform to ASTM C 309.

Equipment: All necessary equipment shall be on hand and approved by the Engineer before work will be permitted. RCC shall be constructed with any combination of equipment that will produce a completed RCC structure meeting the requirements for mixing, transporting, placing, compacting, finishing, and curing as provided in this specification.

The mixing plant shall be located within a 30 minute haul time for the RCC placement. With prior testing and Engineers approval, a set retarding admixture may be used to extend haul time. The plant shall be capable of producing a RCC mixture in the proportions defined by the final approved mix design and within the specified tolerances. The capacity of the plant shall be sufficient to produce a uniform mixture at a rate compatible with the placement equipment. The volume of RCC material in the mixing chamber shall not be more than the rated capacity for dry concrete mixtures. Multiple plants shall be supplied if a single plant cannot provide an uninterrupted supply of RCC to the paver(s) during peak paving operations.

The RCC shall be placed with a high-density or conventional asphalt type paver subject to approval by the Engineer. The paver shall be capable of placing RCC to a minimum of 85% of the maximum wet density in accordance with ASTM D 1557 or equivalent test method. The paver shall be of suitable weight and stability to spread and finish the RCC material, without segregation, to the required thickness, smoothness, surface texture, cross section and grade. Any alternative paving equipment such as graders and dozers must be approved by the Engineer prior to use. The equipment must be capable of producing a finished product that results in a smooth, continuous surface without segregation, excessive tearing, or rock pockets.

Self propelled steel drum vibratory rollers having a minimum static weight of 10 tons shall be used for primary compaction. For final compaction either a steel drum roller, operated in a static mode, or a pneumatic-tire roller shall be utilized. Walk behind vibratory rollers or plate tampers shall be used for compacting areas inaccessible to the large rollers.

Trucks for hauling the RCC material from the plant to the paver shall have covers available to protect the material from rain or excessive evaporation. The number of trucks shall be sufficient to ensure adequate and continuous supply of RCC material to the paver. At least one water truck, or similar equipment, shall be onsite and available for use throughout the paving and curing process. Such equipment shall be capable of evenly applying a fine spray of water to the surface of the RCC without damaging the final surface.

Before start-up the Contractor's equipment shall be carefully inspected. Should any of the equipment fail to operate properly, no work shall proceed until the deficiencies are corrected. The Engineer shall have access at all times to any plant, equipment or machinery to be used on this project in order to check calibration, scales, controls or operating adjustments.

Construction Requirements: Before RCC processing begins, the area to be paved shall be excavated to a sound rock surface and the exposed rock surface shall be cleaned. The contractor shall check for any soft or yielding sub grade areas by proof rolling. All soft or yielding sub grade areas shall be corrected and made stable before RCC construction begins.

Except for minor variations in moisture content the same mixture proportions shall be used for the entire project, unless otherwise stated in the project documents. The water content shall be varied by the Contractor, as necessary, to provide a consistency that is most conducive to effective placement and compaction. If during mixing there is a change in the type or source of

cementitious materials, or aggregates, the mixing must be suspended, and a new mix design shall be developed.

The mixing plant must receive the quantities of individual ingredients to within the following tolerances: Cementitious materials +/- 2%, Water +/- 3%, Aggregates +/- 4%. Mixing time will be that which will assure complete and uniform mixing of all ingredients. For drum mixers and dry batch facilities, the time of mixing shall be determined from uniformity test results. All materials must be discharged before recharging. The mixing chamber and mixer blade surfaces must be kept free of hardened RCC or other buildups. Mixer blades shall be checked routinely for wear and replaced if wear is sufficient to cause inadequate mixing. Prior to commencement of RCC production, the Contractor shall carry out a complete and comprehensive calibration of the plant in accordance with the manufacturer's recommended practice. All scales, containers and other items necessary to complete the calibration shall be provided by the Contractor. After completion of the initial calibration, the plant shall be recalibrated as directed by the Engineer. The Contractor shall supply daily plant records of production and quantities of material used that day to the Engineer.

The transportation of the RCC material from the plant to the areas to be paved shall be in dump trucks fitted and equipped, when necessary, with retractable protective covers for protection from rain or excessive evaporation. The trucks shall be dumped clean with no buildup or hanging of RCC material. For paver placed RCC, the dump trucks shall deposit the RCC material directly into the hopper of the paver or into a secondary material distribution system which deposits the material into the paver hopper. Dump truck delivery must be scheduled so that RCC material is spread and compacted within the specified time limits.

Prior to RCC placement, the surface of the sub grade shall be clean and free of foreign material, ponded water and frost. The sub grade must be uniformly moist at the time of RCC placement. If sprinkling of water is required to remoisten certain areas, the method of sprinkling shall not be such that it forms pools of free-standing water. Prior to placement of RCC, the sub grade shall be checked for proper density and soft or yielding areas and these areas shall be corrected.

RCC shall be placed with an approved paver and shall meet the following requirements;

1. The quantity of RCC material in the paver shall not be allowed to empty between loads. The material shall be maintained above the auger shaft at all times during paving.
2. The paver shall operate in a manner that will prevent segregation and produce a smooth continuous surface without tearing, pulling or shoving. The spread of the RCC shall be limited to a length that can be compacted and finished within the appropriate time limit under the prevailing air temperature, wind, and climatic conditions.
3. The paver shall proceed in a steady, continuous operation with minimal starts and stops. Paver speed during placement operations shall not exceed the speed necessary to ensure that minimum density requirements are met and surface distress is minimized.
4. The surface of the RCC once it leaves the paver shall be smooth, uniform and continuous without excessive tears, ridges or aggregate segregation.
5. Lift thickness of compacted RCC shall be as indicated on the Plans. No lift shall be less than 4 inches.

6. For multiple lift placements, the total thickness shall be as shown on the Plans, and the Contractor shall submit his method of placement and lift thickness as part of a paving plan subject to approval by the Engineer. In multiple lift construction, the second lift must be placed within 60 minutes of the completion of the first lift. If more than 60 minutes elapses, the interface between the first and second lifts shall be considered a cold joint. At the discretion of the engineer, this time may be increased or decreased depending on the use of set retarding admixtures or the ambient weather conditions of temperature, wind and humidity. Horizontal cold joints shall be bonded joints as defined in Article 503 of the Standard Specifications. Removal of the cement paste in the first lift shall be accomplished either by sandblasting or by combined use of surface retarder applied within 30 minutes of lift placement and pressure washing. The surface of the first lift at horizontal cold joints shall be kept moist at all times and cleaned of all loose material prior to the placement of the second lift. If supplementary bonding materials are used, they shall be applied immediately prior to placement of the subsequent lift.
7. Broadcasting or fanning the RCC material across areas being compacted will not be permitted. Such additions of material may only be done immediately behind the paver and before any compaction has taken place. Any segregated coarse aggregate shall be removed from the surface before rolling.
8. If segregation occurs in the RCC during paving operations the spreading shall cease until the cause is determined and corrected.
9. RCC placement shall be done in a pattern so that the curing water from the previous placements will not pose a runoff problem on the fresh RCC surface or on the subbase layer.
10. Areas inaccessible to either paver or roller may be placed by hand and compacted. Compaction in these areas must satisfy minimum density requirements. An alternate and preferred method for paving inaccessible areas is to use cast-in-place, air entrained concrete with a minimum compressive strength of 4000 psi or as specified by the engineer. In areas that may be subjected to high load transfer, the Engineer may require the cast in place concrete to be doweled into the RCC.
11. Placement of RCC with graders, dozers or other alternative paving equipment shall meet the requirements of paver placed RCC where applicable.

RCC material shall not be placed on any surface containing frost or frozen material or when the air temperature is below 40 degrees F, except when the air temperature is at least 35 degrees F and rising. When the air temperature is expected to fall below 40 degrees F, the contractor must present to the Engineer a detailed proposal for protecting the RCC. This proposal must be accepted by the Engineer before paving operations may be resumed. A sufficient supply of protective material such as insulating blankets, plastic sheeting, straw, burlap or other suitable material shall be provided by the Contractor at his expense. The methods and materials shall be such that a minimum temperature of 40 degrees F at the RCC surface will be maintained for a minimum of five days. Approval of the Contractors proposal for frost protection shall not relieve the Contractor of the responsibility for the quality and strength of the RCC placed during cold weather. Any RCC that freezes shall be removed and replaced at the Contractors expense.



During periods of hot weather or windy conditions, special precautions shall be taken to minimize moisture loss due to evaporation. Under conditions of excessive surface evaporation due to a combination of air temperature, relative humidity, concrete temperature and wind conditions, the Contractor must present to the Engineer a detailed proposal for minimizing moisture loss and protecting the RCC. Precautions may include cooling of aggregate stockpiles by use of water spray, protective covers on dump trucks, temporary wind breaks to reduce wind effect, cooling of concrete mix water, and decreasing the allowable time between mixing and final compaction.

No placement of RCC shall be done while it is raining hard enough to be detrimental to the finished product. Placement may continue during light rain or mists provided the surface of the RCC is not washed-out or damaged due to tracking or pickup by dump trucks or rollers. Dump truck covers must be used during these periods. The engineer will be the sole judge as to when placement must be stopped due to rain.

Compaction shall begin immediately behind the placement process and shall be completed within 60 minutes of the start of plant mixing. The time may be increased or decreased at the discretion of the Engineer depending on use of set retarding admixture or ambient weather conditions of temperature, wind and humidity.

The Contractor shall determine the sequence and number of passes by vibratory and non-vibratory rolling to obtain the minimum specified density and surface finish. Rollers shall only be operated in the vibratory mode while moving. Pneumatic-tire rollers may be used during final compaction to knead and seal the surface.

Longitudinal joints shall be given additional rolling as necessary to produce the specified density for the full depth of the lift and a tight smooth transition occurs across the joint. Any uneven marks left during the vibrating rolling shall be smoothed out by non-vibrating or rubber tile rolling. The surface shall be rolled until a relatively smooth, flat surface, reasonably free of tearing and cracking is obtained.

Speed of the rollers shall be slow enough at all times to avoid displacement of the RCC. Displacement of the surface resulting from reversing or turning action of the roller shall be corrected immediately.

In place field density tests shall be performed in accordance with ASTM C 1040, direct transmission, as soon as possible, but no later than 30 minutes after completion of rolling. Only wet density shall be used for evaluation. The required density shall be not less than 98% of the maximum wet density obtained by ASTM D 1557 or equivalent test method based on a moving average of five consecutive tests with no test below 98%.

The finished surface of the RCC, when tested with a 10 foot straight edge or crown surface template, shall not vary from the straight edge or template by more than 3/8 inch at any one point. When the surface smoothness is outside the specified surface tolerance the Contractor shall grind the surface to within the tolerance by use of self propelled diamond grinders. Milling of the final surface is not acceptable, unless it is for removal. When surface irregularities are outside the tolerances cited, the contractor shall grind the surface to meet the tolerance at no additional cost to the Owner.

Immediately after final rolling and compaction testing the surface of the RCC shall be kept continuously moist for 7 days or until an approved curing method is applied. Water cure shall

be applied by water trucks equipped with misting spray nozzles, soaking hoses, sprinkler system or other means that will assure a uniform moist condition to the RCC. Application of this moisture must be done in a manner that will not wash out or damage the surface of the finished RCC.

Membrane curing compounds shall not be applied in areas which will receive future lifts. Where applied, the specified membrane curing compound shall be applied in two separate applications at right angles to one another, with the first coat being allowed to become tacky before the second is applied. This application must ensure a uniform void free membrane across the entire RCC surface. If the application rate is found to be excessive or insufficient, the Contractor, with approval of the Engineer, can decrease or increase the application rate to a level which achieves a void free surface without ponding. Curing paper, plastic, and other sheet materials for curing RCC shall conform to ASTM C 171. The coverings shall be held securely in place and weighted to maintain a close contact with the RCC surface throughout the entire curing period. The edges of adjoining sheets shall be overlapped and held in place with sand bags, planking, pressure adhesive tape, or other Engineer-approved method.

The Contractor shall maintain the RCC in good condition until all work is completed and accepted. Such maintenance shall be performed by the Contractor at his own expense.

Method of Measurement: This work will be measured for payment in cubic yards of completed and accepted RCC as determined by the specified lines, grades and cross sections shown on the plans.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for "ROLLER COMPACTED CONCRETE", which price shall be payment in full for all placement, compaction, curing, inspection and testing assistance and all other incidental operations.

SPECIAL PROVISION  
RECORDER GAGE HOUSE REMOVAL

Description: This item shall consist of the furnishing of all materials, equipment, and labor necessary for the removal and satisfactory disposal of the existing recorder gage house, connected gage wells (21-inch concrete storm sewer pipes) and inlet pipes as shown on the plans and as specified herein.

General Requirements: The work shall be done in accordance with all applicable portions of Section 501 of the Standard Specifications. The recorder well will be removed approximately 3-feet below the proposed finished grade. The remaining existing structure shall be backfilled with sand or stone screenings.

Method of Measurement: The existing recorder gage house removal will be measured as a lump sum as indicated on the plans.

Basis of Payment: This work will be paid for at the lump sum price for "RECORDER GAGE HOUSE REMOVAL", which price shall be payment in full to complete the work as specified herein and as shown in the Plans.

SPECIAL PROVISION  
STONE RIPRAP REMOVAL

Description: This item shall consist of the furnishing of all materials, equipment, and labor necessary for the removal and satisfactory disposal or relocation of the stone riprap shown on the plans and as specified herein.

General Requirements: The work shall be done in accordance with all applicable portions of Section 501 of the Standard Specifications.

Method of Measurement: The existing stone riprap removal will be measured in tons as indicated on the plans.

Basis of Payment: This work will be paid for in tons for "STONE RIPRAP REMOVAL", which price shall be payment in full to complete the work as specified herein and as shown in the Plans.

SPECIAL PROVISION  
RIPRAP FOR STILLING BASIN RELOCATION

Description: This item shall consist of the relocation and grouting of existing riprap boulders installed during the Phase I at the downstream face of the existing dam. The boulders shall be relocated and grouted in place to the upstream riverside toe of the lower divider island as shown on the plans.

Method of Measurement: This work will be measured for payment in tons of the boulders removed and relocated.

Basis of Payment: This work will be paid for at the contract unit price in tons for "RIPRAP FOR STILLING BASIN RELOCATION", which price shall be payment in full for all grouting, labor, equipment, and all other items necessary to complete the work as specified herein.

SPECIAL PROVISION  
PRECAST STOPLOG BLOCKS

Description: This item shall consist of furnishing and delivery to the site of precast concrete stoplog blocks and vault cover as detailed in the plans.

Materials: The concrete shall be Class PC according to Standard Specifications Section 1020. Welded wire reinforcement shall be according to Standard Specification Section 1006.10. Epoxy coating shall be according to Standard Specification Section 1006.10. Stainless steel hardware shall conform to the requirements of Standard Specifications Section 1006.31.

Construction Requirements: The stoplog blocks and vault cover shall be manufactured and handled according to applicable provisions of Standard Specifications Section 504. Each block and vault cover shall be provided with four permanent lifting lugs in recessed pockets. Pockets shall recess the lugs flush to the face of the block with no element projecting, and shall be sized to permit entry of conventional lifting sling hooks. Lugs and lug anchorage components shall be stainless steel, and shall be sized appropriately to the lifting loads expected under conventional hoisting.

Submittals: The contractor shall submit shop drawings of stoplog blocks and vault cover for the engineers approval prior to fabrication. The contractor shall coordinate the number, size and location of lifting lugs and include such information in the shop drawings.

Basis of Payment: This work will be paid for at the lump sum unit price for "PRECAST STOPLOG BLOCKS", which price shall be payment in full for all labor, tools, equipment, and materials, including reinforcing steel and lifting lugs necessary to provide the stoplog blocks (2 Type A, 2 Type B and vault cover (1) as detailed in the plans.

SPECIAL PROVISION  
CONCRETE COLLAR

Description: This item shall consist of the construction of cast in place concrete collars as shown on the plans, in accordance with the applicable portions of Section 503 and 542 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price each for CONCRETE COLLAR, which price shall be payment in full for all labor, equipment and materials necessary to complete the work as specified herein.

SPECIAL PROVISION  
BYPASS TESTING AND ADJUSTMENTS

Description: This item shall consist of the furnishing of all materials, equipment, and labor necessary for the testing and final adjustments to the bypass channel.

Construction Requirements: When the Contractor has received approval to allow river flows into the bypass channel, the upstream cofferdam can be partially removed. Initiation of flows into the bypass channel facilities shall be accomplished by removing parts of the upstream cofferdam. The Contractor will be required to open portions of the cofferdam to accommodate low (Approximately 200 cfs), intermediate (Approximately 500 cfs), and high (Approximately 750 cfs) bypass channel flow conditions.

The Contractor will be required to perform at least three flow measurement efforts. These efforts will measure the flows in the bypass channel for each of the following flow conditions: 1) Approximately 200 cfs at the low flow condition; 2) Approximately 500 cfs at the intermediate flow condition; and 3) Approximately 750 cfs at the high flow condition. Note that each condition must be timed such that the entire bypass channel can be monitored under the specified flow condition. Flow measurements will be conducted by the Contractor and witnessed by the Engineer. Flow measurements will utilize standard stream flow measurement techniques and be performed by personnel that have recognized experience performing these types of measurements. The measurements shall be performed at the location shown on the plans or as approved by the Engineer. The required procedures for flow measurements are outlined in the following publications:

1) US Geologic Survey - Water Supply Paper 2175 (Measurement and Computation Of Streamflow -Volume 1). Web site location of document is: <http://pubs.usgs.gov/wsp/wsp2175/>

2) United States Department of Agriculture - Stream Channel Reference Sites: An Illustrated Guide to Field Technique (General Technical Report RM-245). Web site location of document is: <http://www.stream.fs.fed.us/publications/PDFs/RM245E.PDF>

Based on the results of these measurements the Contractor may be required to adjust the stop log configuration in the Entrance Sill to the bypass channel. IDNR will provide an experienced whitewater engineer on the site with authority to work with the Engineer on this task.

At the same time that the Entrance Sill is being evaluated, performance of white water features in the bypass channel shall also be evaluated by the Engineer. Only feature boulders may require adjustments. It is anticipated that these adjustments can be performed from the banks with long reach equipment. Construction equipment shall not damage newly placed grouted boulders or riprap. Note that any adjustments required because the original construction does not conform to the lines and grades shown on the plans shall be at the contractors expense. Any adjustments shall be performed to the same standards/specifications as required by the original construction.

The Contractor shall provide sufficient equipment and personnel to re-cofferdam or bulkhead the bypass channel and move feature boulders to new positions as directed by the Engineer or Owner. Contractor shall assume in his bid price the use of one long reach grappling device and the use of three employees for the adjustments. Testing and adjustments shall only occur when river flows are between 200 and 2000 cfs.

Submittals: Provide details of the plan to achieve testing for Engineer's review and approval. The contractor shall also submit qualifications for stream flow measurement personnel. Personnel must have completed at least three stream flow measurements.

Method of Measurement: The bypass testing will be measured in pay item units per day.

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



SPECIAL PROVISION  
FEATURE BOULDERS

Description: This item shall consist of installing feature boulders at the general locations shown on the plans and as specified herein.

Materials: Feature boulders shall be rounded, natural appearing material and shall be subject to acceptance by the Engineer. Sharp edges on surfaces of feature boulders that are exposed after construction shall be mechanically rounded to 3-inches or greater radius unless otherwise directed by the Engineer. An even distribution of sizes will be provided. Riprap and smaller boulders used to lock in the feature boulders will be included in the cost of feature boulders.

	<u>Requirement</u>	<u>Standard</u>
Apparent specific gravity, minimum	2.60 – 3.0	ASTM C-127
Absorption	< 1% and > 3%	ASTM C-127
Los Angeles Abrasion	<20% loss after 500 revolutions	ASTM C-535
Freeze-Thaw	<2% loss after 35 cycles	ASTM D-5312
Wetting-Drying	<2% loss after 80 cycles	ASTM D-5313
Petrographic Examination	No deleterious materials allowed	ASTM C-295
Field Examination	No deleterious materials allowed	ASTM D-4992
Compressive Strength	Minimum 3000 psi	ASTM C-42
Sodium Sulphate Soundness	<10% loss after 5 cycles	ASTM C-88

General Requirements: The feature boulders will be set in locations as shown on the plans and as directed by the Engineer in the field. Many of the feature boulders are intended to provide whitewater waves and current patterns. Satisfactory performance is sensitive to selection, shape, and the exact hydraulic situation. Thus some adjustment, testing, and shaping of the boulders, including placement of additional boulders is to be anticipated. Adjustments will be paid for separately, and if additional boulders are required, they will be paid for on a unit price basis. Support and smaller rock to fill voids and allow adjustment of the boulders is a subsidiary obligation of the work, and such rock will not be counted as feature boulders.

The installation of feature boulders shall expose weathered faces to give the appearance of partially buried boulders in original state. It should be anticipated that handling and moving of individual boulders during the initial placement period may be required to achieve the required slopes, grades and positions desired by the Engineer in the field. Such adjustments during the initial placement period will be included in the cost of the work.

The elevation of the feature boulders shall be within 3-inches of the elevations shown on the drawings, unless otherwise authorized or directed by the Engineer in the field.

Method of Measurement: Measurement for payment for feature boulders shall be based on the number of such boulders installed in place as shown on the plans and as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price in tons for “FEATURE BOULDERS”, which price shall include all excavation and compaction of sub grade materials, water control, sorting, handling and transport of boulders, boulders (all sizes), grading of slopes to receive boulders, placement and adjustment, except final adjustment during hydraulic testing which is paid for elsewhere, testing, and shaping of the boulders, including placement of additional boulders and all materials, equipment and labor required to complete the work as specified herein and as shown in the Plans.

## SPECIAL PROVISION

### WEEP DRAINS

Description: This item shall consist of the furnishing of all materials, equipment, and labor necessary for the installation of weep drains at locations shown on the plans and as specified herein.

Materials: Pipe materials shall be 4-inch SDR 25 PVC with compatible fittings, at a minimum. Standard plastic fittings may be used in grouted boulders to deflect around rock so long as pipe drains freely by gravity and are oriented in the direction of the surface flow. Any exposed plastic shall be schedule 80 and grey in color. All fittings shall be restrained to prevent dislodging or pulling apart.

The filter material shall consist of free draining sand and gravel, rounded, not crushed. The material shall be selected to drain insitu and fill material to freely intercept and drain subsurface water without excessive movement of fines or other sub grade erosion. The contractor will select this material and submit it for approval with gradation test of the filter material and onsite materials to be drained at specific locations.

An example Weep Drain Filter material is as follows:

<u>Sieve Size or Designation</u>	<u>Percent by Weight Passing Square Mesh Sieves</u>
1-inch	100
3/4-inch	90-100
3/8-inch	40-100
No. 4	20-60
No. 16	10-30
No. 30	0-5
No. 200	0

The coefficient of uniformity is 4 or greater for gravels and 6 or greater for sands. The coefficient of curvature is between 1 and 3 for both gravel and sands. There is no guarantee that this material would work satisfactorily as performance is a factor of insitu materials, thus the requirement for the test

Construction Requirements: Following trench excavation and other earthwork operations, a zone of filter material shall be placed surrounding the perforated pipe no less than 12 inches thick. The trench in the existing or fill materials will be kept clean. The pipe will be installed in the gravel and connected to the solid drain pipe, with care taken to prevent caps, tees, couplings and other fitting from being pulled apart.

Great care will be taken to assure good conductivity through the trench walls and from the filter material. The excavation method will not result in covering the trench walls with less permeable material or in anyway limiting the flow of subsurface water. Ends of all pipe installations except lateral outfalls shall be capped to prevent entry of soil materials.

After the pipe installation has been inspected and approved, the filter material shall be placed in 6-inch lifts to a height of 12-inches above the top of the pipe. Care shall be taken not to displace or deflect the pipe. Granular filter material shall be protected from contamination by foreign material during construction. Areas which have become contaminated shall be re-excavated and the contaminated material shall be replaced with clean filter material at the Contractor's expense.

The top of the filter material will be covered with a 30 mil impervious fabric to prevent penetration of grout into the gravel or soils adjacent to the trench.

**Type A Weep Drain.** A Type A Weep Drain is intended for an application of sloping grouted boulders. The solid discharge pipe will be routed through the voids in the boulders with a positive downward slope. The ultimate discharge will be oriented in the downstream direction of the surface flow. Small protective boulders will be hand placed and grouted to conceal and protect the end of the pipe, and to prevent the deflection of surface flow into the pipe.

**Type B Weep Drain.** A Type B Weep Drained is intended for an application requiring a vertical riser through most of the grouted boulders, such as below a underwater drop off below a whitewater chute or a Stacked Grouted Boulder retaining wall. The riser will be installed vertically through the sub grade and grouted boulders to near the surface of the grout. Care will be taken during boulder placement and other activities to prevent pipe damage or disconnection. A pipe bend will be installed and a discharge pipe placed horizontally just below the grouted boulder surface. Small boulders or cobble will be placed and grouted to protect the end of the pipe and prevent surface flow from being deflected into the pipe.

**Basis of Payment:** This work will be paid for at the unit price per each "WEEP DRAINS", which price shall be payment in full to complete the work as specified herein and as shown in the Plans.

## **CEMENT (BDE)**

Effective: January 1, 2007

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

### **"SECTION 1001. CEMENT**

**1001.01 Cement Types.** Cement shall be according to the following.

- (a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302 and Class C fly ash according to the chemical requirements of AASHTO M 295.

- (b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP or I(PM) may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

(1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.

(2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.

(3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

(4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide ( $Al_2O_3$ ), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide ( $SO_3$ ), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

**1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

**1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

**1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

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

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate:  $0.5 \times (\text{FHWA hourly rate} - \text{EOC})$ .

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.



- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used.”

80189

## **EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: April 1, 2007

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A 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. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

80180

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 2, 2008

Revise Article 1006.10(a) of the Standard Specifications to read:

" (a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

## STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: April 1, 2007

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

- Metal Piling (excluding temporary sheet piling)
- Structural Steel
- Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), frames and grates, and other miscellaneous items will be subject to a steel cost adjustment when the pay item they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (c) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars  
Q = quantity of steel incorporated into the work, in lb (kg)  
D = price factor, in dollars per lb (kg)

$$D = CBP_M - CBP_L$$

Where:  $CBP_M$  = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg).

$CBP_L$  = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the  $CBP_M$  will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the  $CBP_L$  and  $CBP_M$  in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(CBP_L - CBP_M) \div CBP_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.



**Attachment**

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling) Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness) Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness) Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness) Other piling	23 lb/ft (34 kg/m) 32 lb/ft (48 kg/m) 37 lb/ft (55 kg/m) See plans
Structural Steel	See plans for weights (masses)
Reinforcing Steel	See plans for weights (masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail Steel Plate Beam Guardrail, Type A w/steel posts Steel Plate Beam Guardrail, Type B w/steel posts Steel Plate Beam Guardrail, Types A and B w/wood posts Steel Plate Beam Guardrail, Type 2 Steel Plate Beam Guardrail, Type 6 Traffic Barrier Terminal, Type 1 Special (Tangent) Traffic Barrier Terminal, Type 1 Special (Flared)	20 lb/ft (30 kg/m) 30 lb/ft (45 kg/m) 8 lb/ft (12 kg/m) 305 lb (140 kg) each 1260 lb (570 kg) each 730 lb (330 kg) each 410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms Traffic Signal Post Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m) Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m) Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m) Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m) Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m) Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m) Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	11 lb/ft (16 kg/m) 14 lb/ft (21 kg/m) 21 lb/ft (31 kg/m) 13 lb/ft (19 kg/m) 19 lb/ft (28 kg/m) 31 lb/ft (46 kg/m) 65 lb/ft (97 kg/m) 80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence) Steel Railing, Type SM Steel Railing, Type S-1 Steel Railing, Type T-1 Steel Bridge Rail	64 lb/ft (95 kg/m) 39 lb/ft (58 kg/m) 53 lb/ft (79 kg/m) 52 lb/ft (77 kg/m)
Frames and Grates Frame Lids and Grates	250 lb (115 kg) 150 lb (70 kg)

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract plans?

Yes  No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

80127

## **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

## **TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002

Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

80087

ILLINOIS DEPARTMENT OF LABOR  
PREVAILING WAGES FOR KENDALL COUNTY EFFECTIVE October, 2007

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

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

# Kendall County Prevailing Wage for October 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.920	0.000	0.490
CEMENT MASON		ALL		37.300	39.300	2.0	1.5	2.0	7.000	9.510	0.000	0.150
CERAMIC TILE FNShER		BLD		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMMUNICATION TECH		BLD		32.440	34.540	1.5	1.5	2.0	8.890	8.110	0.000	0.650
ELECTRIC PWR EQMT OP		ALL		29.180	37.490	1.5	1.5	2.0	4.750	8.180	0.000	0.220
ELECTRIC PWR GRNDMAN		ALL		22.610	37.490	1.5	1.5	2.0	4.750	6.330	0.000	0.170
ELECTRIC PWR LINEMAN		ALL		34.710	37.490	1.5	1.5	2.0	4.750	9.720	0.000	0.260
ELECTRIC PWR TRK DRV		ALL		23.350	37.490	1.5	1.5	2.0	4.750	6.540	0.000	0.180
ELECTRICIAN		BLD		40.390	44.430	1.5	1.5	2.0	8.890	10.10	0.000	0.810
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	8.050	5.600	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.920	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	8.050	5.600	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	8.050	5.600	0.000	0.220
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.920	0.000	0.490
OPERATING ENGINEER		BLD 1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
PAINTER		ALL		35.330	36.330	1.5	1.5	1.5	6.400	6.500	0.000	0.500
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.920	0.000	0.490
PIPEFITTER		BLD		37.260	39.260	1.5	1.5	2.0	8.950	9.990	0.000	1.000
PLASTERER		BLD		36.100	38.270	1.5	1.5	2.0	7.000	7.740	0.000	0.400
PLUMBER		BLD		37.260	39.260	1.5	1.5	2.0	8.950	9.990	0.000	1.000
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		38.210	40.210	1.5	1.5	2.0	6.900	8.870	0.000	0.640
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		31.810	0.000	1.5	1.5	2.0	5.850	9.200	0.000	0.280
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		36.630	40.630	1.5	1.5	2.0	5.850	7.850	0.000	0.480
TRUCK DRIVER		ALL 1		34.200	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER		ALL 2		34.350	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER		ALL 3		34.550	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250
TRUCK DRIVER		ALL 4		34.750	34.750	1.5	1.5	2.0	6.000	4.075	0.000	0.250
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
OSA (Overtime is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### KENDALL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes; all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products,

tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which sare installed in a similar manner.

**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and



Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu.

yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.