

## **INSTRUCTIONS**

**ABOUT IDOT PROPOSALS:** All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

### **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.

### **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. This does not apply to Small Business Set-Asides.

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

Contractors 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 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date. This does not apply to Small Business Set-Asides.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status"(BDE 124) 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 an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction and the Chief Procurement Officer that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the department as to the status. 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. These documents must be received three days before the letting date.

**ADDENDA AND REVISIONS:** It is the bidder'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 or revision will be included with the Electronic Plans and Proposals. 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 bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL 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 at (217)524-1642 or [Timothy.Garman@illinois.gov](mailto:Timothy.Garman@illinois.gov).

## **BID SUBMITTAL GUIDELINES AND CHECKLIST**

In an effort to eliminate confusion and standardize the bid submission process the Contracts Office has created the following guidelines and checklist for submitting bids.

This information has been compiled from questions received from contractors and from inconsistencies noted on submitted bids. If you have additional questions please refer to the contact information listed below.

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

### **STANDARD GUIDELINES FOR SUBMITTING BIDS**

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. This page has the Item number in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages i – iii and pages a – g). This documentation is required only after you are awarded the contract.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

### **Use the following checklist to ensure completeness and the correct order in assembling your bid**

**Illinois Office Affidavit** (Not applicable to federally funded projects) insert your affidavit after page 4 along with your Cost Adjustments for Steel, Bituminous and Fuel (if applicable).

**Cover page** (the sheet that has the item number on it) **followed by your bid (the Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.

**Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s). Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount (if over \$50,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.

**Page 10 (Paragraph J)** – Check “YES” or “NO” whether your company has any business in Iran.

**Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the Union Local Name and number or certified training programs that you have in place. **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

**Page 11 (Paragraph L)** - A copy of your State Board of Elections certificate of registration is no longer required with your bid.

**Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

**Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each Form A that is filled out.

**Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. Do not staple the forms together.

If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

**Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A you submitted is not correct and you will be required to submit a revised Form A.

**Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

**Bid Bond** – Submit your bid bond using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.

**Disadvantaged Business Utilization Plan and/or Good Faith Effort** – The last item in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation for a Good Faith Effort, it should follow the SBE Forms.

**The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site.** A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:20 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main page of the current letting.

**QUESTIONS: pre-letting up to execution of the contract**

Contractor/Subcontractor pre-qualification -----217-782-3413  
Small Business, Disadvantaged Business Enterprise (DBE) -----217-785-4611  
Contracts, Bids, Letting process or Internet downloads-----217-782-7806  
Estimates Unit -----217-785-3483  
Aeronautics -----217-785-8515  
IDNR (Land Reclamation, Water Resources, Natural Resources) -----217-782-6302

**QUESTIONS: following contract execution**

Including Subcontractor documentation, payments-----217-782-3413  
Railroad Insurance -----217-785-0275

# 1W

Proposal Submitted By
Name
Address
City

## Letting September 21, 2012

**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

**Blackberry Creek  
Dam Removal and Channel Restoration Phase 2  
Yorkville, Illinois  
Kendall County FR- 433**

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	

**RETURN WITH BID**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

**AFFIDAVIT**

\_\_\_\_\_ (name of affiant), of \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn upon oath, states as follows:

1. That I am the \_\_\_\_\_ (officer or position) of \_\_\_\_\_ (bidder) and have personal knowledge of the facts herein stated.
2. That, if selected under this proposal, \_\_\_\_\_ (bidder) will maintain a business office in the State of Illinois which will be located in \_\_\_\_\_ County, Illinois.
3. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
4. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Affiant

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

RETURN WITH BID



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

**PROPOSAL**

TO THE DEPARTMENT OF NATURAL RESOURCES

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

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

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

**1W Kendall County  
FR-433  
Blackberry Creek Dam Removal and Channel Restoration Phase 2**

**The improvement consists of the removal of the Blackberry Creek Dam located on Blackberry Creek just upstream of the Yorkville Bristol Sanitary District wastewater treatment plant in Yorkville, Illinois. Work also includes channel excavation and riprap placement in approximately 1200 feet of the channel just upstream of the dam, the construction of 3 stone riffle structures in the channel, together with all appurtenant work required to complete the project.**

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

**RETURN WITH BID**

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

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

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

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

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

**Attach Cashier's Check or Certified Check Here**

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

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

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

**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. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. **The services of a subcontractor will or may be used.**

Check Box    Yes   
 Check Box    No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor.  
 (30 ILCS 500/20-120)

\_\_\_\_\_

\_\_\_\_\_

10. **EXECUTION OF CONTRACT:** The Department of Natural Resources will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

## RETURN WITH BID

### SCHEDULE OF PRICES Contract Bid Items

Project Name: **Blackberry Creek Dam Removal  
and Channel Restoration, Phase 2**  
County: **Kendall**  
Project Number: **FR-433 / 1W**

#	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Tree Removal, Acres	acre	0.32		
2	Earth Excavation	cu yd	1,274		
3	Channel Excavation	cu yd	12,933		
4	Rock Excavation in Channel	cu yd	864		
5	Seeding, Class 4B	acre	0.08		
6	Nitrogen Fertilizer Nutrient	pound	10		
7	Phosphorous Fertilizer Nutrient	pound	10		
8	Potassium Fertilizer Nutrient	pound	10		
9	Temporary Erosion Control Seeding	pound	75		
10	Heavy Duty Erosion Control Blanket	sq yd	1,130		
11	Turf Reinforcement Mat	sq yd	2,138		
12	Stone Riprap, Class A5	sq yd	2,294		
13	Stone Riprap, Class A7	sq yd	1,755		

## RETURN WITH BID

### SCHEDULE OF PRICES Contract Bid Items

Project Name: **Blackberry Creek Dam Removal  
and Channel Restoration, Phase 2**  
County: **Kendall**  
Project Number: **FR-433 / 1W**

#	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
14	Filter Fabric	sq yd	4,049		
15	Engineer's Field Office, Type B	cal mo	6		
16	Mobilization	lump sum	1		
17	Tree, Acer Saccharium (Sugar Maple), 2" Caliper, Balled and Burlapped	each	8		
18	Tree, Plantus Occidentalis (Sycamore), 2" Caliper, Balled and Burlapped	each	2		
19	Tree, Quercus Macrocarpa (Burr Oak), 2" Caliper, Balled and Burlapped	each	7		
20	Tree, Quercus Palustrus (Pin Oak), 2" Caliper, Balled and Burlapped	each	4		
21	Tree, Quercus Rubra (Red Oak), 2" caliper, Balled and Burlapped	each	4		
22	Tree, Gymnocladus Didicus (Kentucky Coffee), 1 1/4" Caliper, Bare Root	each	3		
23	Evergreen, Picea Pungens Glauca (Colorado Blue Spruce) 2' Height, Balled and Burlapped	each	3		
24	Temporary Cofferdam System	lump sum	1		
25	6" Topsoil Placement	cu yd	1,120		
26	Seeding, Mulching and Fertilizing	acre	0.69		

## RETURN WITH BID

### SCHEDULE OF PRICES Contract Bid Items

Project Name: **Blackberry Creek Dam Removal  
and Channel Restoration, Phase 2**  
 County: **Kendall**  
 Project Number: **FR-433 / 1W**

#	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
27	Seeding and Fertilizing	acre	0.73		
28	Construction Staking	lump sum	1		
29	Wood Information Signs	each	2		
30	Masonry Removal and Disposal	cu yd	273		
31	Masonry Removal and Stockpile	cu yd	273		
				<b>TOTAL</b>	

**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.

Bidder's (Firm) Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

\_\_\_\_\_

Signed this \_\_\_\_\_ day of

By \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_.

(Title)

## 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. Except as otherwise required in subsection III, paragraphs J-N, 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 the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### **II. ASSURANCES**

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.

##### **A. 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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

## 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.

### **B. 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.

### **C. 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.

### **D. 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.

### **E. 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.

### **F. 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

### **G. 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**

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. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. 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 or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH BID

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### **D. Prohibited Bidders, Contractors and Subcontractors**

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

### **F. 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.

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

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

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

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

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any 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.

## RETURN WITH BID

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 any 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.

### H. 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.

### I. 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

J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
(2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

- /\_\_\_/ Company has no business operations in Iran to disclose.
/\_\_\_/ Company has business operations in Iran as disclosed the attached document.

K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

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

Three horizontal lines for listing program sponsors.

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.

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L. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

**The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the Chief Procurement Officer (CPO) shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.**

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: \_\_\_\_\_  
All costs, fees, compensation, reimbursements and other remuneration paid to said person: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## RETURN 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 bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract 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 \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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 200 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.

**The current annual salary of the Governor is \$177,412.00**

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. A separate disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

### C. Disclosure Form Instructions

#### Form A: Instructions for Financial Information & Potential Conflicts of Interest

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 200 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 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 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor 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 60% of the annual salary of the Governor? 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 Form A must be signed and dated by a person that is authorized to execute contracts for your company.

## RETURN WITH BID

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, 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.

**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 \$25,000, 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.**

*The current annual salary of the Governor is \$177,412.00.*

**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 60% of the annual salary of the Governor. **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
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 State 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 60% of the annual salary of the Governor, provide the name of the State agency for which you are employed and your annual salary. \_\_\_\_\_

**RETURN WITH BID**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

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

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

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State 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 60% of the annual salary of the Governor, 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 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, 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 two times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

---

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_ No \_\_\_

---

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

---

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes \_\_\_ No \_\_\_

---

**RETURN WITH BID**

(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 \_\_\_

---

**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID**

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, 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.**

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

**The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.**

RETURN WITH BID

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 \$25,000, 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 CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

## **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**

**Blackberry Creek  
Dam Removal and Channel Restoration Phase 2  
Yorkville, Illinois  
Kendall County FR- 433**

**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.

Blackberry Creek  
Dam Removal and Channel Restoration Phase 2  
Yorkville, Illinois  
Kendall County FR- 433

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

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

Signature of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(IF A CO-PARTNERSHIP)

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

By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of All Members of the Firm: \_\_\_\_\_

\_\_\_\_\_

(IF A CORPORATION)

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

Corporate Name \_\_\_\_\_

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

\_\_\_\_\_ Typed or printed name and title of Authorized Representative

Attest \_\_\_\_\_ Signature

Business Address \_\_\_\_\_

(IF A JOINT VENTURE)

Corporate Name \_\_\_\_\_

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

\_\_\_\_\_ Typed or printed name and title of Authorized Representative

Attest \_\_\_\_\_ Signature

Business Address \_\_\_\_\_

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

RETURN WITH BID



ILLINOIS DEPARTMENT OF NATURAL RESOURCES Office of Water Resources

Blackberry Creek Dam Removal and Channel Restoration Phase 2 Yorkville, Illinois Kendall County FR- 433

Item No. 1W Letting Date September 21, 2012

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...

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)...

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...

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...

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) 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 the proposal and marking the check box next to the Signature and Title line 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.**

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
  - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
  - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
  - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

Legal Status (check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|   | <input type="checkbox"/> C = corporation  |
|   | <input type="checkbox"/> P = partnership  |

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
STANDARD PROJECT LABOR AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Illinois Department of Natural Resources (IDNR)** and the **AFL-CIO Project Labor Agreement Committee (PLA Committee)** for and on behalf of its affiliated members, hereinafter referred to individually and collectively, as the “Union”. This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction know as the **Blackberry Creek Dam Removal and Channel Restoration Phase 2, IDNR Project No. FR-433 located in Kendall County.**

ARTICLE 1 - INTENT AND PURPOSES

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon the Contractor and all its sub-contractors (hereinafter jointly referred to as “Contractor”), who shall be required to sign the “Participation Agreement”, attached hereto as “Schedule A”, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the “Participation Agreement”. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent in writing by the signatory parties hereto.

1.2 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments (CBA) thereto of the affiliates of the PLA Committee and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary. Upon written notice from any fringe benefit fund IDNR will withhold payment of delinquencies occurring on this project from the involved Prime Contractors.

1.3 It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any PLA Committee affiliates signatory to this Agreement expire prior to the completion of this project, the expired contracts’ terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

## ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the PLA Committee and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. PLA Committee affiliates signatory to this Agreement will have recognition on the project for their craft.

## ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, PLA Committee Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Unions shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Unions and Council no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

## ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the PLA Committee shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected craft.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (to be celebrated the day after Thanksgiving), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager.

#### ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that the chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

#### ARTICLE VI - MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the Unions collective bargaining agreement.

#### ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Unions of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

#### ARTICLE VIII - SAFETY

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

- (a) These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the PLA Committee or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

#### ARTICLE IX - SUBCONTRACTING

9.1 The Contractor agrees that neither he nor any of his subcontractors will subcontract any work to be done on the project except to a person, firm or corporation party signatory to this Agreement.

9.2 Any Contractor or Sub-contractor working on the project covered by this Agreement shall as a condition to working on said project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall be in no case considered subcontracting.

#### ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the PLA Committee and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each PLA Committee affiliate which is a party to this Agreement shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

#### ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURES

11.1 It is specifically agreed that in the event any disputes arises out of the interpretation or application of this Agreement, excluding jurisdictional disputes which are covered by an expedited procedure in Article XII below, the same shall be settled by means of the procedure set out herein upon mutual agreement of the parties. Otherwise, the procedure set forth in the local collective bargaining agreement shall be used, but in no case shall both procedures be utilized to resolve such disputes. No such grievance shall be recognized unless called to the attention of the Contractor by the Union or to the Union by the Contractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.

11.2 Grievances shall be settled according to the following procedure:

- (a) Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Contractor at the construction project.
- (b) Step 2. In the event that the steward and the Contractor's representative at the construction site cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager, a representative of the PLA Committee and the Project Superintendent and/or Project Manager.
- (c) Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, these two shall request a panel of arbitrators from the U.S. Mediation and Conciliation Service for selection of an impartial arbitrator who shall hear the grievance and make a decision within ten (10) working days which shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The decision of the arbitrator shall be binding upon all parties. The expense of the impartial arbitrator shall be borne equally by the Contractor and the involved craft Union.

## ARTICLE XII - JURISDICTIONAL DISPUTES

This Agreement is entered into to prevent strikes, lost time, lockouts and to facilitate the peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers.

12.1 All decisions of the Illinois Jurisdictional Dispute Resolution Process are final and binding upon all parties.

12.2 Administrative functions under the Illinois Jurisdictional Dispute Resolution Process shall be performed through the offices of the President and/or Secretary-Treasurer of the Illinois State Federation of Labor, or their designated representative.

12.3 The primary concern of the Illinois Jurisdictional Dispute Resolution Process shall be the adjustment of jurisdictional disputes in the construction industry by independent Arbitrators selected by the Illinois State Federation of Labor. A sufficient number of Arbitrators shall be selected from geographical areas of the state of Illinois and shall be randomly assigned to a particular dispute subject only to the Arbitrator's ability to conduct a hearing and render a decision in a timely manner as required under this Process. Decisions shall be only for the specific job under consideration and shall become effective immediately upon issuance and complied with by all parties.

12.4 In rendering a decision, the Arbitrator shall determine:

- (a) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between National or International Unions to the dispute or agreements between local unions involved in the dispute, governs;
- (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute in the local area, the Arbitrator shall then consider whether there is a previous decision of record governing the case, including decisions of construction industry arbitration panels within the geographical jurisdiction of the local area Building Trades Council located within the State of Illinois;
- (c) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his/her decision except under the following circumstances: After notice to the other parties to the dispute prior to the hearing that intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his/her decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages, or the use of

vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

- (d) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality, and any party to the dispute may rely on prior decisions of record, decisions of construction industry arbitration panels within the state of Illinois.
- (e) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well-being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

12.5 The Arbitrator shall set forth the basis for his/her decision and shall explain his/her findings regarding the applicability of the above criteria. If lower ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Agreements of Record are applicable only to those parties signatory to such agreements. Decisions of Record are those that were either attested to by the former Impartial Jurisdictional Disputes Board or adopted by the National Arbitration Panel.

12.6 There shall be no abandonment of work during any case participating in this Process or in violation of the arbitration decision. All parties to this Process release the Illinois State Federation of Labor from any liability arising from its action or inaction and covenant not to sue the Federation.

12.7 In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:

- a.) Representatives of the affected trades and the employer shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
- b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the local area Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving written notice. In the event the parties do not wish to avail themselves of the local Building & Construction Trades Council, the parties may elect to invoke the services of their respective International Representatives with no extension of the time limitations. An agreement reached at this Step shall be final and binding upon all parties.
- c.) If no settlement agreement is reached during the proceedings contemplated by Paragraphs "a" or "b" above, the matter shall be immediately referred to the Illinois Jurisdictional Dispute Board pursuant to the provisions of the

Jurisdictional Dispute Resolution process, which may be amended from time to time, for final and binding resolution of said dispute. Said referral submission shall be in writing and served upon the Illinois State Federation of Labor, or its designated representative, pursuant to Article II of this agreement. The Administrator shall, within seventy-two (72) hours provide for the selection of an available Arbitrator to hear said dispute within this time period. Upon good cause shown to the Administrator, an additional seventy-two (72) hour extension for said hearing shall be granted at the sole discretion of the Administrator. Only upon mutual agreement of all parties may the Administrator extend the hearing for a period in excess of the time frames contemplated under this Paragraph. All time period contained in this Article specifically exclude Saturdays, Sundays and Holidays.

12.8 The Arbitrator chosen shall be randomly selected based on geographical location of the jurisdictional dispute and upon his/her availability to conduct a Hearing within 48 hours of said notice. The Arbitrator may issue a “bench” decision immediately following the Hearing or he/she may elect to only issue a written decision, said decision must be issued within 48 hours subsequent to the completion of the Hearing. Copies of all notices, pleadings, supporting memoranda, decisions, etc. shall be provided to all disputing parties, the local Building & Construction Trades Council, and the Illinois State Federation of Labor.

Any written decision shall be in accordance with this Process and shall be final and binding upon all parties to the dispute and may be a “short form” decision. Fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

In the event a jurisdictional dispute is not referred to the Illinois Jurisdictional Dispute Resolution Process by either (or any) of the labor organizations claiming the work, the employer may, upon its own initiative, or at the request of the IDNR, petition the Administrator to assign an Arbitrator to hear the case. The decision of the Arbitrator shall be final and binding upon the parties hereto, their members, and affiliates.

In cases of jurisdictional disputes or other disputes between a signatory labor organization and another labor organization, both of which is an affiliate or member of the same International Union, the matter or dispute shall be settled in the manner set forth by their International Constitution and/or as determined by the International Union’s General President whose decision shall be final and binding upon all parties. In no event shall there be an abandonment of work.

12.9 All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the Hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the Arbitrator and to agree to be bound by its decision. In addition to the representative of the local labor organization, a representative of the labor organization’s International Union may appear on behalf of the parties. Each party is responsible for arranging for its witnesses. In the event an Arbitrator’s subpoena is required, the party requiring said subpoena shall prepare the subpoena for the Arbitrator to execute. Service of the subpoena upon any witness shall be the responsibility of the issuing party.

Upon approval of the Arbitrator, other parties not directly involved in the dispute may be invited to be present during the presentation and discussion. Attorneys shall not be permitted to

*Blackberry Creek Dam Removal and Channel Restoration Phase 2*      *IDNR PROJECT # FR-433*  
*Kendall County*      *Page 8*

attend or participate in any portion of a Hearing.

The parties are encouraged to determine, prior to Hearing, documentary evidence which may be presented to the Arbitrator on a joint basis.

12.10 The Order of Presentation in all Hearings before an Arbitrator shall be:

- I. Identification and Stipulation of the Parties
- II. Union(s) claiming the disputed work presents its case
- III. Unions assigned the disputed work presents its case
- IV. Employer assigning the disputed work presents its case
- V. Evidence from other interested parties (i.e., general contractor, project manager, owner, etc.)
- VI. Rebuttal by unions(s) claiming the disputed work
- VII. Additional submissions permitted and requested by Arbitrator
- VIII. Closing arguments by the parties

12.11 To further the interests of the Illinois Jurisdictional Dispute Resolution Process, it is agreed that any party hereto or any employer may at any time file a Verified Complaint in writing with the Administrator alleging a violation of a decision or award previously made by an Arbitrator. The Administrator shall thereupon set a subsequent Hearing, before the same Arbitrator who presided at the initial Hearing or the next available Arbitrator in the event the original Arbitrator cannot timely hear the Verified Complaint. Said Hearing shall be held within three (3) days of receipt of the Verified Complaint with respect to the alleged violation. The Administrator shall notify all interested parties of the time and place of the Hearing; provided, however, that the party filing the Verified Complaint must have served a copy of said document and all supporting documents to all interested parties and the Administrator.

All parties shall be given an opportunity to testify and present documentary evidence relating to the subject matter of the Hearing. Within forty-eight (48) hours after the conclusion of the Verified Complaint, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of the Arbitrator's prior decision or award. Copies of the decision shall be served by regular mail, personal service or facsimile.

Should the Arbitrator determine that there has been a violation of its prior decision or award, it shall order immediate compliance by the offending party(s). The Arbitrator may take one or more of the following courses of action in order to enforce compliance with its decision:

- a.) Assess liquidated damages not to exceed \$5,000.00 for each violation by the members of, or employees represented by, the parties hereto, and may assess liquidated damages not to exceed \$10,000.00 for each violation by either party hereto or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the labor organizations and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself and its members to pay to the other party said liquidated damages within thirty (30) days from any sum, or sums, so assessed because of violations of a decision or award by itself, its officers or representatives, or its member(s). Should either party bound to this Process, or any of its members fail to pay the amount so assessed within the thirty (30) day time period herein provided, the party or member so failing to pay shall

be deprived of all the benefits of this Process until such time as the matter is adjusted to the satisfaction of the Administrator; provided, however, the foregoing shall not prohibit the offending party from defending jurisdictional dispute claim in a subsequent, non-related matter.

- b.) In the event the Arbitrator determines that there is a violation of this Section, the Arbitrator may order an immediate cessation of all work by the non-compliant employers and employees performing work on the project. Enforcement of any decision of an Arbitrator or finding of non-compliance, including remedies contemplated under this Section, shall be pursuant to the terms and conditions of Section 12.12.

The filing of a Verified Complaint is not a necessary requirement in order for a party to seek judicial enforcement of the Arbitrator's prior decision or award.

12.12 The Illinois Jurisdictional Dispute Resolution Process, as an arbitration panel, nor its Administrator, shall have any authority to undertake any action to enforce its decision(s). Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Arbitrator or Administrator determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceedings shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Illinois Jurisdictional Dispute Resolution Process or its Administrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatsoever reason, the non-prevailing party shall bear all costs, attorneys' fees, and any other expenses incurred by the Process or the Administrator in those proceedings.

12.13 In the event there is a question as to the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process, the primary responsibility for any determination of the arbitrability of a dispute and the jurisdiction of the Arbitrator shall be borne by the party requesting the Arbitrator to hear the underlying jurisdictional dispute. The affected party or parties may proceed before the Arbitrator even in the absence or one or more stipulated parties with the issue of jurisdiction as an additional item to be decided by the Arbitrator. The Administrator may participate in proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Illinois Jurisdictional Dispute Resolution Process. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Illinois Jurisdictional Dispute Resolution Process shall bear all the costs, expenses and attorneys fees incurred by the Illinois Jurisdictional Dispute Resolution Process and/or its Administrator in establishing its jurisdiction.

12.14 All parties bound to the provisions of this Process hereby release the Illinois State Federation of Labor and the IDNR, their respective officers, agents, employees or designated representatives, specifically including any Arbitrator participating in said Process, from any and all liability or claim, of whatsoever nature, and specifically incorporating the protections provided in the Illinois Arbitration Act, as amended from time to time.

### ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the PLA Committee, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this

Article.

13.2 The PLA Committee and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the PLA Committee nor its affiliates shall be liable for acts of employees for which it has not responsibility. The principal officer or officers of the PLA Committee will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The PLA Committee in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- (a) The party invoking this procedure shall notify an individual to be mutually agreed upon, whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- (b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
- (c) The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an

Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

#### ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

#### ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Substantial Completion of all applicable contractors.

**\*\* RETURN WITH BID \*\***

**Project # FR-433  
Blackberry Creek Dam Removal and Channel Restoration Phase 2  
Illinois Department of Natural Resources**

**Contractor Letter of Assent**

\_\_\_\_\_  
(Date)

To All Parties:

In accordance with the terms and conditions of the contract for the referenced reclamation project, this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Natural Resources in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

\_\_\_\_\_  
(Authorized Company Officer)

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

**\*\* RETURN WITH BID \*\***

**SCHEDULE A**

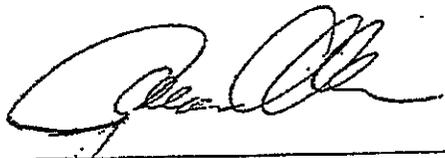
**PARTICIPATION AGREEMENT**

The undersigned, a subcontractor to \_\_\_\_\_ agrees to be bound to the attached Project Agreement negotiated between \_\_\_\_\_ and the PLA Committee.

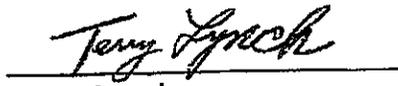
\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Date



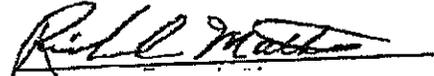
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Bricklayers



Terry Lynch  
Heat & Frost Insulators & Allied  
Workers



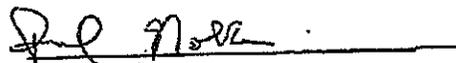
Curtis Cade  
United Association



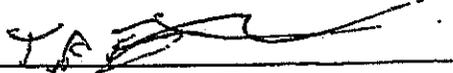
Richard Mathis  
Roofers

\*

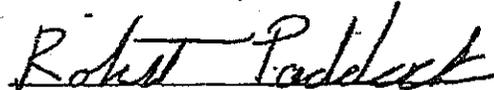
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Constructors



Paul Noble  
IBEW



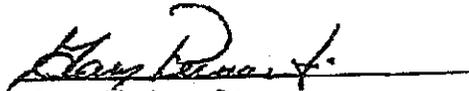
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Painters



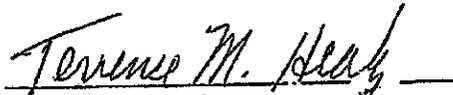
Robert Paddock  
IUOE



Pat Gleason  
Teamsters



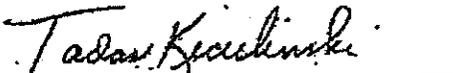
Gary Perinar Jr.  
Carpenters



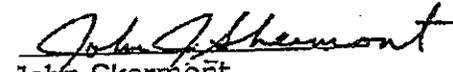
Terrence Healy  
LIUNA



Robert Schneider  
Sheet Metal Workers



Tadas Kiciellinski  
Iron Workers



John Skermont  
Boilermakers



Patrick J. LaCassa  
OPCMIA

\*only if Elevator Constructors master agreement  
language is attached to PLA

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: August 2, 2011

**FEDERAL OBLIGATION.** The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

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

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

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

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

**CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR.** This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4)
  - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

**CALCULATING DBE PARTICIPATION.** The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

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

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) TERMINATION OR REPLACEMENT. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative

| reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

| (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

| (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

**(1) Policy**

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

**(2) Obligation**

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

Route _____	Total Bid _____
Section _____	Contract DBE Goal _____
Project _____	(Percent)                      (Dollar Amount)
County _____	
Letting Date _____	
Contract No. _____	
Letting Item No. _____	

**(4) Assurance**

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises                      **Local Let Projects**  
2300 South Dirksen Parkway                                      Submit forms to the  
Springfield, Illinois 62764    Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



## **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the Code establishes the duty of all State CPOs, SPOs, 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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. Bribery**

1. The 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, or subcontracting under such a contract, 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 governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **B. Felons**

1. The 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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

**RETURN WITH SUBCONTRACT**

**C. Debt Delinquency**

1. The Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**D. Prohibited Bidders, Contractors and Subcontractors**

1. The Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

**E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

**The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.**

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

- A. The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The CPO may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract.

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

1. Section 50-35 of the Code provides that all subcontracts with a total value of \$50,000 or more from subcontractors identified in Section 20-120 of the Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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 subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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.

**The current annual salary of the Governor is \$177,412.00.**

In addition, all disclosures shall indicate any other current or pending contracts, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, 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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

If the subcontractor 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 subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor 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 subcontracting 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 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per subcontract 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 subcontractor must determine each individual in the subcontracting entity or the subcontracting 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 subcontractor 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.

## RETURN WITH SUBCONTRACT

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

Subcontractor 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 Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract 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 subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, 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.**

*The current annual salary of the Governor is \$177,412.00.*

**DISCLOSURE OF FINANCIAL INFORMATION**

**1. Disclosure of Financial Information.** The individual named below has an interest in the SUBCONTRACTOR (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 60% of the annual salary of the Governor. **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
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 State 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 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, 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 two 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 60% of the annual salary of the Governor, 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. \_\_\_\_\_

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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 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual 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 60% of the annual salary of the Governor, 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 two times the annual 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 SUBCONTRACT**

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

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(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 \_\_\_

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(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 \_\_\_

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**3 Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, 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 SUBCONTRACTOR listed on the previous page.**

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Form with fields: Subcontractor 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 Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

If "No" is checked, the subcontractor 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 CHECKED

Signature box with fields: Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)



**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., September 21, 2012. 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 Kendall County**  
**FR-433**  
**Blackberry Creek Dam Removal and Channel Restoration Phase 2**

The improvement consists of the removal of the Blackberry Creek Dam located on Blackberry Creek just upstream of the Yorkville Bristol Sanitary District wastewater treatment plant in Yorkville, Illinois. Work also includes channel excavation and riprap placement in approximately 1200 feet of the channel just upstream of the dam, the construction of 3 stone riffle structures in the channel, together with all appurtenant work required to complete the project.

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

Marc Miller, Director

# 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.

**Blackberry Creek  
Dam Removal and Channel Restoration Phase 2  
Yorkville, Illinois  
Kendall County FR- 433**



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

## 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, 2012; as amended and supplemented by the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2012 (hereinafter referred to collectively as "Standard Specifications"), are incorporated by reference and made a part of this Contract for the Blackberry Creek Dam Removal and Channel Restoration Phase 2, Yorkville, Illinois, Kendall County, FR-433. (The Standard Specifications can be purchased from the Illinois Department of Transportation or downloaded from their web site.)

## 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 "Blackberry Creek Dam Removal and Channel Restoration Phase 2 FR-433" 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

In the application of the Standard Specifications, the Recurring Special Provisions, the BDE Special Provisions, and the GBSP Special Provisions to this Contract, references to the Department of Transportation shall be interpreted to mean the Department of Natural Resources, Office of Water Resources, Division of Project Implementation (Department); 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 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 Chief of Design of the Division of Project Implementation or his delegated representative.

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.

CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

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

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-10) .....	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	4
3	<input type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	5
4	<input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	15
5	<input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-12) .....	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal (Eff. 11-1-03) .....	25
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) .....	26
8	<input type="checkbox"/> Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	27
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	28
10	<input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	31
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	34
12	<input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	36
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) .....	40
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) .....	42
15	<input type="checkbox"/> PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) .....	43
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	45
17	<input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) .....	46
18	<input type="checkbox"/> PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	48
19	<input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	49
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) .....	50
21	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12) .....	54
22	<input type="checkbox"/> Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	56
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) .....	58
24	<input type="checkbox"/> Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) .....	60
25	<input type="checkbox"/> Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	61
26	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96) .....	62
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	63
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) .....	64
29	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-12) .....	65
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11) .....	68
31	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11) .....	76

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
LRS 1	Reserved..... 89
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)..... 90
LRS 3	<input type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10)..... 91
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07)..... 92
LRS 5	<input type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)..... 93
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-12)..... 94
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-12)..... 100
LRS 8	Reserved..... 106
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11)..... 107
LRS 10	Reserved..... 108
LRS 11	<input type="checkbox"/> Employment Practices (Eff. 1-1-99)..... 109
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-10)..... 111
LRS 13	<input type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12)..... 112
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09)..... 113
LRS 15	<input type="checkbox"/> Partial Payments (Eff. 1-1-07)..... 116
LRS 16	<input type="checkbox"/> Protests on Local Lettings (Eff. 1-1-07)..... 117
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08)..... 118

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FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

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**STATE OF ILLINOIS**

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**SPECIAL PROVISIONS**

**LOCATION OF PROJECT**

The proposed improvement is located in Section 32 in Township 37 North, Range 7 East of the Third Principal Meridian, in Kendall County, Illinois. The project is located on Blackberry Creek and begins at the dam next to River Road just upstream of the Yorkville Bristol Sanitary District wastewater treatment plant in Yorkville, Illinois, and ends approximately 1200 feet upstream.

**DESCRIPTION OF PROJECT**

The work of this contract consists of the removal of the Blackberry Creek Dam located on Blackberry Creek just upstream of the Yorkville Bristol Sanitary District wastewater treatment plant in Yorkville, Illinois. Work also includes channel excavation and riprap placement in approximately 1200 feet of the channel just upstream of the dam, the construction of 3 stone riffle structures in the channel, together with all appurtenant work required to complete the project in accordance with the plans, specifications, special provisions, and as directed by the Engineer. A temporary cofferdam system will be required. An existing pond in conjunction with diversion trenches, and a bypass channel through an existing wetland will be utilized to divert flows during construction.

**PLANS AND DRAWINGS**

The work to be done is shown on the drawings entitled "Blackberry Creek Dam Removal and Channel Restoration Phase 2, Yorkville, Illinois, Kendall County, FR-433".

**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.

**CONTRACT CLAIM**

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

- (1) The title District Engineer shall mean Chief of Design, Division of Project Implementation.

- (2) The section titled Procedure shall be as follows:

Procedure

All claims must be submitted to the Chief of Design, 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) Chief of Design, Division of Project Implementation
- (b) Director of Water Resources

All requests for presentation must be made through the Chief of Design, 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.

**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 Chief of Design 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.

## **COMPLETION DATE**

The Contractor shall substantially complete the work on this project by March 19, 2013. Work completed by this date shall at a minimum include all proposed channel excavation, earth excavation, earth fill/embankment, topsoil placement, seeding with heavy duty erosion control blanket, seeding with turf reinforcement mat, riprap placement and masonry removal and stock pile or disposal. All remaining work shall be completed as soon as practical, but no later than September 30, 2013.

## **CONSTRUCTION PROCEDURE**

The Contractor's attention is directed to the fact that the Illinois Department of Natural Resources Office of Water Resources has issued a permit for this project. The U.S. Army Corps of Engineers has determined that the project is covered under Nationwide Permit (27). The project will also be covered by the IEPA General National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10. These permits and the Storm Water Pollution Prevention Plan (SWPPP) along with the NPDES Notice of Intent, Contractor Certification Statement form and the SWPPP Erosion Control Inspection Report form are included in this special provision.

It will be the Contractor's responsibility to familiarize himself/herself with the requirements of the above-mentioned permits and plan, and conduct his/her work in accordance with those requirements and the special provisions contained herein. See the following pages for a copy of these permits and plan.

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

The IDNR Comprehensive Environmental Review Process (CERP) signoff (also attached) includes historic preservation documentation requirements that will be completed by a third party (Fever River Research). Such documentation includes survey and photographic documentation of the dam after exposure of the back face of the dam and prior to dam removal. The Contractor shall provide Floyd Mansberger of Fever River Research (217) 525-9002 an estimate of the date that he anticipates to be two weeks from dam removal. Once the back face of the dam is exposed, he shall inform Mr. Mansberger and allow him at least 72 hours to complete his investigation/documentation.

All costs incurred by the Contractor in complying with the applicable requirements of the above-mentioned permit, construction/erosion control requirements, and CERP requirements shall be considered as completely covered by the contract unit prices bid for the various items of work in the proposal.



# Illinois Department of Natural Resources

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

Pat Quinn, Governor  
Marc Miller, Director

March 9, 2012

SUBJECT: Permit No. DS2012015  
Dam Removal and Channel Restoration  
Blackberry Creek, United City of Yorkville, Kendall County

Yorkville Bristol Sanitary District  
304 River Street  
Yorkville, Illinois 60560

ATTENTION: Mr. Kevin Collman

Dear Mr. Collman:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) Permit No. DS2012015 authorizing the subject project. This approval is based on our determination that the proposed dam removal and channel restoration complies with our Part 3700 Floodway Construction Rules and Part 3702 Rules for the Construction and Maintenance of Dams.

This permit does not supersede any other federal, state or local authorizations that may be required for the project. Also, since the City of Yorkville is participating in the National Flood Insurance Program, you should contact the City's floodplain management official to ensure compliance with local floodplain construction requirements.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this Office for review and approval. Also, this permit expires on the date indicated in Condition (13). If unable to complete the work by that date, the permittee may make a written request for a time extension.

Please feel free to contact Robert Giesing, of my staff, at 217/785-1661 if you have any questions concerning our authorization or requirements.

Sincerely,

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

MLD:RCG:crw

Enclosure

cc: U.S. Army Corps of Engineers, Rock Island District (OD-P-2012-258)  
Illinois Environmental Protection Agency (BOW, Permit Section)  
City of Yorkville, City Engineer (Joe Wywrot)  
IDNR/OWR, Division of Planning (Loren Wobig) ✓



PERMIT NO. DS2012015  
DATE: March 9, 2012

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

Permission is hereby granted to:

**YORKVILLE BRISTOL SANITARY DISTRICT**  
**304 RIVER STREET**  
**YORKVILLE, ILLINOIS 60560**

for removal of a major portion of a stacked limestone dam structure, channel restoration and stabilization, construction of grade control riffles, construction of a wetland preservation channel and berm, expansion of a pond and construction of a temporary bypass structure in and along Blackberry Creek in the Northeast  $\frac{1}{4}$  of Section 32, Township 37 North, Range 7 East of the 3<sup>rd</sup> Principal Meridian in Kendall County,

in accordance with an application dated February 23, 2012, the Section 2 (Project Description) portion of the January 19, 2012 Blackberry Creek Dam Removal and Restoration Application for Permit package and the 2-22-12 Intergovernmental Agreement between the State of Illinois/Department of Natural Resources and the Yorkville-Bristol Sanitary District.

Examined and Recommended:

Michael L. Diedrichsen, Acting Manager  
Downstate Regulatory Programs

Approval Recommended:

Arlan R. Juhl, P.E., Director  
Office of Water Resources

Approved:

Marc Miller, Director  
Department of Natural Resources

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

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

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2015, this permit shall cease and be null and void.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING SPECIAL CONDITION:**

- a) When construction has been completed, as-built plans and specifications that are sealed, signed, and dated by an engineer, shall be provided to the Department of Natural Resources, Office of Water Resources, Division of Water Resource Management.



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, ROCK ISLAND DISTRICT  
PO BOX 2004 CLOK TOWER BUILDING  
ROCK ISLAND, ILLINOIS 61204-2004

February 28, 2012

Operations Division

SUBJECT: CEMVR-OD-P-2012-258

Mr. Loren Wobig  
Illinois Department of Natural Resources  
Office of Water Resources  
One Natural Resources Way  
Springfield, Illinois 62702

Dear Mr. Wobig:

Our office reviewed your application dated November 19, 2012 concerning the proposed Blackberry Creek dam removal and restoration project for the Yorkville Bristol Sanitary District in Section 32, Township 37 North, Range 7 East, Kendall County, Illinois.

Your project is covered under Item 27 of the enclosed Fact Sheet No. 6 (IL), provided you meet the permit conditions for the nationwide permits, which are also included in the Fact Sheet. The Corps has also made a determination of no effect on federally threatened and endangered species or critical habitat. The decision regarding this action is based on information found in the administrative record, which documents the District's decision-making process, the basis for the decision, and the final decision. The Illinois Environmental Protection Agency (IEPA) also issued Section 401 Water Quality Certification with conditions for this nationwide permit. Please note these additional conditions included in the Fact Sheet. You must also comply with these conditions.

If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately stop any land disturbance activities and 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.

Bank and shoreline protection shall consist of suitable clean materials, free from debris, trash, and other deleterious materials. If broken concrete is used as riprap, all reinforcing rods must be cut flush with the surface of the concrete, and individual pieces of concrete shall not exceed 3 feet in any dimension. Asphalt and broken concrete containing asphalt are specifically excluded from this authorization.

You are encouraged to conduct your construction activities during a period of low flow. You are required to remove all fill material used as a temporary crossing to an upland, non-wetland site, to seed all disturbed areas with native grasses and to implement appropriate measures to insure that sediments are not introduced into waters of the United States during construction of this project.

This verification is valid for two years from the date of this letter unless the nationwide permit is modified, reissued or revoked. It is your responsibility to remain informed of changes to the nationwide permit program. We will issue a public notice announcing any changes if and when they occur. Furthermore, if you commence or are under contract to commence this activity before the date the nationwide permit is modified or revoked, you will have twelve months from

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this date to complete your activity under the present terms and conditions of this nationwide permit.

Our office has completed a Preliminary Jurisdictional Determination concerning your project area. A Preliminary Jurisdictional Determination is not appealable.

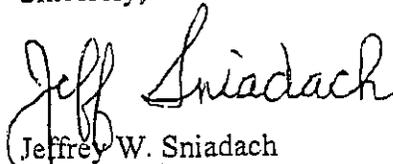
Although an individual Department of the Army permit will not be required for the project, this does not eliminate the requirement that you must still acquire other applicable Federal, state, and local permits. If you have not already coordinated your project with the Illinois Department of Natural Resources – Office of Water Resources, please contact them at 217/782-3863 to determine if a floodplain development permit is required for your project.

You are required to complete and return the enclosed "Completed Work Certification" upon completion of your project, in accordance with General Condition No. 14 of the enclosed Fact Sheet.

The Rock Island District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete the attached postcard and return it or go to our Customer Service Survey found on our web site at <http://per2.nwp.usace.army.mil/survey.html>. (Be sure to select "Rock Island District" under the area entitled: Which Corps office did you deal with?)

Should you have any questions, please contact our Regulatory Branch by letter, or telephone me at 309/794-5369.

Sincerely,



Jeffrey W. Sniadach  
Project Manager  
Enforcement Section

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

---

Transferee

---

Date

Enclosures

Copies Furnished: (w/o enclosures)

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

Mr. Dan Heacock  
Illinois Environmental Protection Agency  
Watershed Management Section, Permit Sec. 15  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
Epa.401.bow@illinois.gov (email copy)

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**COMPLETED WORK CERTIFICATION**

Permit Number: CEMVR-OD-P-2012-258

Name of Permittee: Yorkville-Bristol Sanitary District

Date of Issuance: February 28, 2012

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 a 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

---

Date

JS

## Nationwide Permit (27) Stream and Wetland Restoration Activities (3/18/2002)

Activities in waters of the United States associated with the restoration of former waters, the enhancement of degraded tidal and non-tidal wetlands and riparian areas, the creation of tidal and non-tidal wetlands and riparian areas, and the restoration and enhancement of non-tidal streams and non-tidal open water areas as follows:

- (a) The activity is conducted on:
  - (1) Non-Federal public lands and private lands, in accordance with the terms and conditions of a binding wetland enhancement, restoration, or creation agreement between the landowner and the U.S. Fish and Wildlife Service (FWS) or the Natural Resources Conservation Service (NRCS), the National Marine Fisheries Service, the National Ocean Service, or voluntary wetland restoration, enhancement, and creation actions documented by the NRCS pursuant to NRCS regulations; or
  - (2) Reclaimed surface coal mined lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining or the applicable state agency (the future reversion does not apply to streams or wetlands created, restored, or enhanced as mitigation for the mining impacts, nor naturally due to hydrologic or topographic features, nor for a mitigation bank); or
  - (3) Any other public, private or tribal land;
- (b) **Notification:** For activities on any private or public land that are not described by paragraphs (a)(1) or (a)(2) above, the permittee must notify the District Engineer in accordance with General Condition 13; and
- (c) Planting of only native species should occur on the site.

Activities authorized by this NWP include, to the extent that a Corps permit is required, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or creation of riffle and pool stream bed and/or banks to restore or create stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic or nuisance vegetation; and other related activities.

This NWP does not authorize the conversion of a stream to another aquatic use, such as the creation of an impoundment for waterfowl habitat. This NWP does not authorize stream channelization. This NWP does not authorize the conversion of natural wetlands to another aquatic use, such as creation of waterfowl impoundments where a forested wetland previously existed. However, this NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands, on the project site provided there are net gains in aquatic resource functions and values. For example, this NWP may authorize the creation of an open water impoundment in a non-tidal emergent wetland, provided the non-tidal emergent wetland is replaced by creating that wetland type on the project site. This NWP does not authorize the relocation of tidal waters or the conversion of tidal wetlands, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments

Reversion. For enhancement, restoration, and creation projects conducted under paragraphs (a)(3), this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion. For restoration, enhancement, and creation projects conducted under paragraphs (a)(1) and (a)(2), this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or creation activities). The reversion must occur within five years after expiration of a limited term wetland restoration or creation agreement or permit, even if the discharge occurs after this NWP expires. This NWP also authorizes the reversion of wetlands that were restored, enhanced, or created on prior-converted cropland that has not been abandoned, in accordance with a binding agreement between the landowner and NRCS or FWS (even though the restoration, enhancement, or creation activity did not require a Section 404 permit). The five-year reversion limit does not apply to agreements without time limits reached under paragraph (a)(1). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before any reversion activity the permittee or the appropriate Federal or state agency must notify the District Engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements will be at that future date. (Sections 10 and 404)

**Note:** Compensatory mitigation is not required for activities authorized by this NWP, provided the authorized work results in a net increase in aquatic resource functions and values in the project area. This NWP can be used to authorize compensatory mitigation projects, including mitigation banks, provided the permittee notifies the District Engineer in accordance with General Condition 13, and the project includes compensatory mitigation for impacts to waters of the US caused by the authorized work. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition. NWP 27 can be used to authorize impacts at a mitigation bank, but only in circumstances where it has been approved under the Interagency Federal Mitigation Bank Guidelines.

### General Conditions:

The following general conditions must be followed in order for any authorization by a NWP to be valid:

1. **Navigation.** No activity may cause more than a minimal adverse effect on navigation.
2. **Proper Maintenance.** Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.
3. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
4. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
5. **Equipment.** Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.
6. **Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions which may have been added by the division engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the State or tribe in its Section 401 water quality certification and Coastal Zone Management Act consistency determination.

7. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status; unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation, or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
8. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
9. Water Quality. (a) In certain States and tribal lands an individual 401 water quality certification must be obtained or waived (See 33 CFR 330.4(c)).
- (b) For NWP's 12, 14, 17, 18, 32, 39, 40, 42, 43, and 44, where the State or tribal 401 certification (either generically or individually) does not require or approve a water quality management plan, the permittee must include design criteria and techniques that will ensure that the authorized work does not result in more than minimal degradation of water quality (or the Corps determines that compliance with state or local standards, where applicable, will ensure no more than minimal adverse effect on water quality). An important component of water quality management includes stormwater management that minimizes degradation of the downstream aquatic system, including water quality (refer to General Condition 21 for stormwater management requirements). Another important component of water quality management is the establishment and maintenance of vegetated buffers next to open waters, including streams (refer to General Condition 19 for vegetated buffer requirements for the NWP's).
10. Coastal Zone Management. In certain states, an individual state coastal zone management consistency concurrence must be obtained or waived (see 33 CFR 330.4(d)).
11. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which will destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or is located in the designated critical habitat and shall not begin work on the activity until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. For activities that may affect Federally-listed endangered or threatened species or designated critical habitat, the notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. As a result of formal or informal consultation with the FWS or NMFS, the District Engineer may add species-specific regional endangered species conditions to the NWP's.
- (b) Authorization of an activity by a nationwide permit does not authorize the "take" of a threatened or endangered species as defined under the Federal Endangered Species Act. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. Fish and Wildlife Service and National Marine Fisheries Service or their world wide web pages at <http://www.fws.gov/r9endspp/endspp.html> and [http://www.nmfs.noaa.gov/prot\\_res/overview/es.html](http://www.nmfs.noaa.gov/prot_res/overview/es.html) respectively.
12. Historic Properties. No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places is authorized, until the DE has complied with the provisions of 33 CFR Part 325, Appendix C. The prospective permittee must notify the District Engineer if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places (see 33 CFR 330.4(g)). For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the notification must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property.
13. Notification.
- (a) Timing: Where required by the terms of the NWP, the prospective permittee must notify the District Engineer with a preconstruction notification (PCN) as early as possible. The District Engineer must determine if the PCN is complete within 30 days of the date of receipt and can request the additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the District Engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the District Engineer. The prospective permittee shall not begin the activity:
- (1) Until notified in writing by the District Engineer that the activity may proceed under the NWP with any special conditions imposed by the District or Division Engineer; or
  - (2) If notified in writing by the District or Division Engineer that an individual permit is required; or
  - (3) Unless 45 days have passed from the District Engineer's receipt of the complete notification and the prospective permittee has not received written notice from the District or Division Engineer. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
- (b) Contents of Notification: The notification must be in writing and include the following information:
- (1) Name, address, and telephone numbers of the prospective permittee;
  - (2) Location of the proposed project;
  - (3) Brief description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP (Sketches usually clarify the project and when provided result in a quicker decision.);
  - (4) For NWP's 7, 12, 14, 18, 21, 34, 38, 39, 40, 41, 42, and 43, the PCN must also include a delineation of affected special aquatic sites, including wetlands, vegetated shallows (e.g., submerged aquatic vegetation, seagrass beds), and riffle and pool complexes (see paragraph 13(f));
  - (5) For NWP 7 (Outfall Structures and Maintenance), the PCN must include information regarding the original design capacities and configurations of those areas of the facility where maintenance dredging or excavation is proposed.
  - (6) For NWP 14 (Linear Transportation Projects), the PCN must include a compensatory mitigation proposal to offset permanent losses of waters of the United States and a statement describing how temporary losses of waters of the United States will be minimized to the maximum extent practicable.
  - (7) For NWP 21 (Surface Coal Mining Activities), the PCN must include an Office of Surface Mining (OSM) or state-approved mitigation plan, if applicable. To be authorized by this NWP, the District Engineer must determine that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are minimal both individually and cumulatively and must notify the project sponsor of this determination in writing.
  - (8) For NWP 27 (Stream and Wetland Restoration Activities), the PCN must include documentation of the prior condition of the site that will be reverted by the permittee.
  - (9) For NWP 29 (Single-Family Housing), the PCN must also include:
    - (i) Any past use of this NWP by the individual permittee and/or the permittee's spouse;
    - (ii) A statement that the single-family housing activity is for a personal residence of the permittee;
    - (iii) A description of the entire parcel, including its size, and a delineation of wetlands. For the purpose of this NWP, parcels of land measuring ¼ acre or less will not require a formal on-site delineation. However, the applicant shall provide an indication of where the wetlands are and the amount of wetlands that exists on the property. For parcels greater than ¼ acre in size, a formal wetland delineation must be prepared in accordance with the current method required by the Corps. (See paragraph 13(f));
    - (iv) A written description of all land (including, if available, legal descriptions) owned by the prospective permittee and/or the prospective permittee's spouse, within a one mile radius of the parcel, in any form of ownership (including any land owned as a partner, corporation, joint tenant, co-tenant, or as a tenant-by-the-entirety) and any land on which a purchase and sale agreement or other contract for sale or purchase has been executed;

- (10) For NWP 31 (Maintenance of Existing Flood Control Facilities), the prospective permittee must either notify the District Engineer with a PCN prior to each maintenance activity or submit a five year (or less) maintenance plan. In addition, the PCN must include all of the following:
- (i) Sufficient baseline information so as to identify the approved channel depths and configurations and existing facilities. Minor deviations are authorized, provided the approved flood control protection or drainage is not increased;
  - (ii) A delineation of any affected special aquatic sites, including wetlands; and,
  - (iii) Location of the dredged material disposal site.
- (11) For NWP 33 (Temporary Construction, Access, and Dewatering), the PCN must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources.
- (12) For NWPs 39, 43, and 44, the PCN must also include a written statement to the District Engineer explaining how avoidance and minimization of losses of waters of the United States were achieved on the project site.
- (13) For NWP 39 and NWP 42, the PCN must include a compensatory mitigation proposal to offset losses of waters of the US or justification explaining why compensatory mitigation should not be required. For discharges that cause the loss of greater than 300 linear feet of an intermittent stream bed, to be authorized, the District Engineer must determine that the activity complies with the other terms and conditions of the NWP, determine adverse environmental effects are minimal both individually and cumulatively, and waive the limitation on stream impacts in writing before the permittee may proceed.
- (14) For NWP 40 (Agricultural Activities), the PCN must include a compensatory mitigation proposal to offset losses of waters of the US. This NWP does not authorize the relocation of greater than 300 linear-feet of existing serviceable drainage ditches constructed in non-tidal streams unless, for drainage ditches constructed in intermittent non-tidal streams, the District Engineer waives this criterion in writing, and the District Engineer has determined that the project complies with all terms and conditions of this NWP, and that any adverse impacts of the project on the aquatic environment are minimal, both individually and cumulatively;
- (15) For NWP 43 (Stormwater Management Facilities), the PCN must include, for the construction of new stormwater management facilities, a maintenance plan (in accordance with state and local requirements, if applicable) and a compensatory mitigation proposal to offset losses of waters of the US. For discharges that cause the loss of greater than 300 linear feet of an intermittent stream bed, to be authorized, the District Engineer must determine that the activity complies with the other terms and conditions of the NWP, determine adverse environmental effects are minimal both individually and cumulatively, and waive the limitation on stream impacts in writing before the permittee may proceed;
- (16) For NWP 44 (Mining Activities), the PCN must include a description of all waters of the United States adversely affected by the project, a description of measures taken to minimize adverse effects to waters of the United States, a description of measures taken to comply with the criteria of the NWP, and a reclamation plan (for aggregate mining activities in isolated waters and non-tidal wetlands adjacent to headwaters and any hard rock/mineral mining activities).
- (17) For activities that may adversely affect Federally-listed endangered or threatened species, the PCN must include the name(s) of those endangered or threatened species that may be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work.
- (18) For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property.
- (c) Form of Notification: The standard individual permit application form (Form ENG 4345) may be used as the notification but must clearly indicate that it is a PCN and must include all of the information required in (b) (1)-(19) of General Condition 13. A letter containing the requisite information may also be used.
- (d) District Engineer's Decision: In reviewing the PCN for the proposed activity, the District Engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. The prospective permittee may, optionally, submit a proposed mitigation plan with the PCN to expedite the process and the District Engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. If the District Engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, the District Engineer will notify the permittee and include any conditions the District Engineer deems necessary.
- Any compensatory mitigation proposal must be approved by the District Engineer prior to commencing work. If the prospective permittee is required to submit a compensatory mitigation proposal with the PCN, the proposal may be either conceptual or detailed. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the District Engineer will expeditiously review the proposed compensatory mitigation plan. The District Engineer must review the plan within 45 days of receiving a complete PCN and determine whether the conceptual or specific proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the District Engineer to be minimal, the District Engineer will provide a timely written response to the applicant stating that the project can proceed under the terms and conditions of the nationwide permit.
- If the District Engineer determines that the adverse effects of the proposed work are more than minimal, then he will notify the applicant either: (1) that the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the District Engineer determines that mitigation is required in order to ensure no more than minimal adverse effects on the aquatic environment, the activity will be authorized within the 45-day PCN period, including the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level. When conceptual mitigation is included, or a mitigation plan is required under item (2) above, no work in waters of the United States will occur until the District Engineer has approved a specific mitigation plan.
- Agency Coordination: The District Engineer will consider any comments from Federal and State agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse effects on the aquatic environment to a minimal level.
- For activities requiring notification to the District Engineer that result in the loss of greater than 1/2 acre of waters of the United States, the District Engineer will, upon receipt of a notification, provide immediately (e.g., via facsimile transmission, overnight mail, or other expeditious manner), a copy to the appropriate offices of the Fish and Wildlife Service, State natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO), and, if appropriate, the National Marine Fisheries Service. With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the District Engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the District Engineer will wait an additional 15 calendar days before making a decision on the notification. The District Engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The District Engineer will indicate in the administrative record associated with each notification that the resource agencies' concerns were considered. As required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act, the District Engineer will provide a response to National Marine Fisheries Service within 30 days of receipt of any Essential Fish Habitat conservation recommendations. Applicants are encouraged to provide the Corps multiple copies of notifications to expedite agency notification.
- (f) Wetlands Delineations: Wetland delineations must be prepared in accordance with the current method required by the Corps. For NWP 29 see paragraph (b)(9)(iii) for parcels less than 1/4 acre in size. The permittee may ask the Corps to delineate the special aquatic site. There may be some delay if the Corps does the delineation. Furthermore, the 45-day period will not start until the wetland delineation has been completed and submitted to the Corps, where appropriate.
14. Compliance Certification. Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the Corps with the authorization letter. The certification will include:
- a.) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; b.) A statement that any required mitigation was completed in accordance with the permit conditions; and c.) The signature of the permittee certifying the completion of the work and mitigation.

15. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3 acre.
16. Water Supply Intakes. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may occur in the proximity of a public water supply intake except where the activity is for repair of the public water supply intake structures or adjacent bank stabilization.
17. Shellfish Beds. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4.
18. Suitable Material. No activity, including structures and work in navigable waters of the United States or discharges of dredged or fill material, may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.) and material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
19. Mitigation. The District Engineer will consider the factors discussed below when determining the acceptability of appropriate and practicable mitigation necessary to offset adverse effects on the aquatic environment that are more than minimal.
- The project must be designed and constructed to avoid and minimize adverse effects to waters of the US to the maximum extent practicable at the project site (i.e., on site).
  - Mitigation in all its forms (avoiding, minimizing, rectifying, reducing or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
  - Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland impacts requiring a PCN, unless the District Engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. Consistent with National policy, the District Engineer will establish a preference for restoration of wetlands as compensatory mitigation, with preservation used only in exceptional circumstances.
  - Compensatory mitigation (i.e., replacement or substitution of aquatic resources for those impacted) will not be used to increase the acreage losses allowed by the acreage limits of some of the NWPs. For example, 1/4-acre of wetlands cannot be created to change a 3/4-acre loss of wetlands to a 1/2-acre loss associated with NWP 39 verification. However, 1/2-acre of created wetlands can be used to reduce the impacts of a 1/2-acre loss of wetlands to the minimum impact level in order to meet the minimal impact requirement associated with NWPs.
  - To be practicable, the mitigation must be available and capable of being done considering costs, existing technology, and logistics in light of the overall project purposes. Examples of mitigation that may be appropriate and practicable include, but are not limited to: reducing the size of the project; establishing and maintaining wetland or upland vegetated buffers to protect open waters such as streams; and replacing losses of aquatic resource functions and values by creating, restoring, enhancing, or preserving similar functions and values, preferably in the same watershed.
  - Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., easements, deed restrictions) of vegetated buffers to open waters. In many cases, vegetated buffers will be the only compensatory mitigation required. Vegetated buffers should consist of native species. The width of the vegetated buffers required will address documented water quality or aquatic habitat loss concerns. Normally, the vegetated buffer will be 25 to 50 feet wide on each side of the stream, but the District Engineers may require slightly wider vegetated buffers to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the Corps will determine the appropriate compensatory mitigation (e.g., stream buffers or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where vegetated buffers are determined to be the most appropriate form of compensatory mitigation, the District Engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland impacts.
  - Compensatory mitigation proposals submitted with the "notification" may be either conceptual or detailed. If conceptual plans are approved under the verification, then the Corps will condition the
- verification to require detailed plans be submitted and approved by the Corps prior to construction of the authorized activity in waters of the US.
- Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases that require compensatory mitigation, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.
20. Spawning Areas. Activities, including structures and work in navigable waters of the United States or discharges of dredged or fill material, in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., excavate, fill, or smother downstream by substantial turbidity) of an important spawning area are not authorized.
21. Management of Water Flows. To the maximum extent practicable, the activity must be designed to maintain preconstruction downstream flow conditions (e.g., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters) and the structure or discharge of dredged or fill material must withstand expected high flows. The activity must, to the maximum extent practicable, provide for retaining excess flows from the site, provide for maintaining surface flow rates from the site similar to preconstruction conditions, and provide for not increasing water flows from the project site, relocating water, or redirecting water flow beyond preconstruction conditions. Stream channelizing will be reduced to the minimal amount necessary, and the activity must, to the maximum extent practicable, reduce adverse effects such as flooding or erosion downstream and upstream of the project site, unless the activity is part of a larger system designed to manage water flows. In most cases, it will not be a requirement to conduct detailed studies and monitoring of water flow.
- This condition is only applicable to projects that have the potential to affect waterflows. While appropriate measures must be taken, it is not necessary to conduct detailed studies to identify such measures or require monitoring to ensure their effectiveness. Normally, the Corps will defer to state and local authorities regarding management of water flow.
22. Adverse Effects From Impoundments. If the activity, including structures and work in navigable waters of the United States or discharge of dredged or fill material, creates an impoundment of water, adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.
23. Waterfowl Breeding Areas. Activities, including structures and work in navigable waters of the United States or discharges of dredged or fill material, into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.
24. Removal of Temporary Fills. Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.
25. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, National Wild and Scenic Rivers, critical habitat for Federally listed threatened and endangered species, coral reefs, State natural heritage sites, and outstanding national resource waters or other waters officially designated by a State as having particular environmental or ecological significance and identified by the District Engineer after notice and opportunity for public comment. The District Engineer may also designate additional critical resource waters after notice and opportunity for comment.
- Except as noted below, discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, and 44 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. Discharges of dredged or fill materials into waters of the United States may be authorized by the above NWPs in National Wild and Scenic Rivers if the activity complies with General Condition 7. Further, such discharges may be authorized in designated critical habitat for Federally listed threatened or endangered species if the activity complies with General Condition 11 and the U.S. Fish and Wildlife Service or the National Marine Fisheries Service has concurred in a determination of compliance with this condition.
  - For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with General Condition 13, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The District Engineer may authorize activities under these NWPs only after he determines that the impacts to the critical resource waters will be no more than minimal.
26. Fills Within 100-Year Floodplains. For purposes of this general condition, 100-year floodplains will be identified through the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps or FEMA-approved local floodplain maps.

- (a) Discharges in Floodplain; Below Headwaters. Discharges of dredged or fill material into waters of the US within the mapped 100-year floodplain, below headwaters (i.e. five cfs), resulting in permanent above-grade fills, are not authorized by NWP's 39, 40, 42, 43, and 44.
  - (b) Discharges in Floodway; Above Headwaters. Discharges of dredged or fill material into waters of the US within the FEMA or locally mapped floodway, resulting in permanent above-grade fills, are not authorized by NWP's 39, 40, 42, and 44.
  - (c) The permittee must comply with any applicable FEMA-approved state or local floodplain management requirements.
27. **Construction Period.** For activities that have not been verified by the Corps and the project was commenced or under contract to commence by the expiration date of the NWP (or modification or revocation date), the work must be completed within 12-months after such date (including any modification that affects the project). For activities that have been verified and the project was commenced or under contract to commence within the verification period, the work must be completed by the date determined by the Corps. For projects that have been verified by the Corps, an extension of a Corps approved completion date may be requested. This request must be submitted at least one month before the previously approved completion date.

Further Information:

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWP's do not obviate the need to obtain other Federal, State, or local permits, approvals, or authorizations required by law.
3. NWP's do not grant any property rights or exclusive privileges.
4. NWP's do not authorize any injury to the property or rights of others.
5. NWP's do not authorize interference with any existing or proposed Federal project.

**Section 401 Water Quality Conditions. No additional permit will be required except in the following cases:**

1. When compensatory mitigation is in the form of the purchase of mitigation bank credits and the bank is not located within the same hydrologic unit or an adjacent hydrologic unit within the same river watershed as the impacted site by the Hydrologic Unit Map of the United States, 1980, unless the conditions listed in Section 62.1-44.15:5E of the Code of Virginia relating to bank and impact type and location are met.
2. When compensatory mitigation involves only the preservation of wetlands and/or wetland or upland vegetated buffers without accompanying creation or restoration of wetlands or the purchase of mitigation bank credits, or does not meet the goal of no net loss of wetland acreage and function.
3. For the location of a stormwater management facility in perennial stream or in oxygen or temperature impaired waters.
4. For impacts to perennial streams in excess of 500 linear feet and for impacts to intermittent streams in excess of 1500 linear feet.
5. For any water withdrawal project.
6. When used to permit a mitigation bank, unless compensation for any surface water impacts is not debited from the bank credits.

## General NPDES Permit No. ILR10

Illinois Environmental Protection Agency  
 Division of Water Pollution Control  
 1021 North Grand Avenue East  
 Post Office Box 19276  
 Springfield, Illinois 62794-9276  
[www.epa.state.il.us](http://www.epa.state.il.us)

## NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

General NPDES Permit  
 For  
 Storm Water Discharges From Construction Site Activities

Expiration Date: July 31, 2013

Issue Date: August 11, 2008

Effective Date: August 11, 2008

In compliance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations thereunder the following discharges are authorized by this permit in accordance with the conditions and attachments herein.



Alan Keller, P.E.  
 Manager, Permit Section  
 Division of Water Pollution Control

## Part I. COVERAGE UNDER THIS PERMIT

A. **Permit Area.** The permit covers all areas of the State of Illinois with discharges to any waters of the State.

B. **Eligibility.**

1. This permit shall authorize all discharges of storm water associated with industrial activity from construction sites that will result in the disturbance of one or more acres total land area, construction sites less than one acre of total land that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb one or more acres total land area. This permit also authorizes discharges from construction sites designated by the Agency that have the potential for contribution to a violation of water quality standards or significant contribution of pollutants to waters of the State, occurring after the effective date of this permit (including discharges occurring after the effective date of this permit are also authorized by this permit, except for discharges identified under Part I.B.3 (Limitations on Coverage).
2. This permit may only authorize a storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:
  - a. the industrial source other than construction is located on the same site as the construction activity;
  - b. storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
  - c. storm water discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring (including storm water discharges from dedicated asphalt plants and dedicated concrete plants) are covered by a different NPDES general permit or individual permit authorizing such discharges.
3. **Limitations on Coverage.** The following storm water discharges from construction sites are not authorized by this permit:
  - a. storm water discharges associated with industrial activity that originate from the site after construction activities have been completed and the site has undergone final stabilization;

- b. discharges that are mixed with sources of non-storm water other than discharges identified in Part III.A (Prohibition on Non-Storm Water Discharges) of this permit and in compliance with paragraph IV.D.5 (Non-Storm Water Discharges) of this permit;
- c. storm water discharges associated with industrial activity that are subject to an existing NPDES individual or general permit or which are issued a permit in accordance with Part VI.N (Requiring an Individual Permit or an Alternative General Permit) of this permit. Such discharges may be authorized under this permit after an existing permit expires provided the existing permit did not establish numeric limitations for such discharges;
- d. storm water discharges from construction sites that the Agency has determined to be or may reasonably be expected to be contributing to a violation of a water quality standard; and
- e. Storm water discharges that the Agency, at its discretion, determines are not appropriately authorized or controlled by this general permit.
- f. Storm water discharges to any receiving water specified under 35 Ill. Adm. Code 302.105(d)(6).

**C. Authorization.**

- 1. In order for storm water discharges from construction sites to be authorized to discharge under this general permit a discharger must submit a Notice of Intent (NOI) in accordance with the requirements of Part II below, using an NOI form provided by the Agency.
- 2. Where a new contractor is selected after the submittal of an NOI under Part II below, a new Notice of Intent (NOI) must be submitted by the owner in accordance with Part II.
- 3. For projects that have complied with State law on historic preservation and endangered species prior to submittal of the NOI, through coordination with the Illinois Historic Preservation Agency and the Illinois Department of Natural Resources or through fulfillment of the terms of interagency agreements with those agencies, the NOI shall indicate that such compliance has occurred.
- 4. Unless notified by the Agency to the contrary, dischargers who submit an NOI in accordance with the requirements of this permit are authorized to discharge storm water from construction sites under the terms and conditions of this permit in 30 days after the date the NOI is received by the Agency.
- 5. The Agency may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

**Part II. NOTICE OF INTENT REQUIREMENTS**

**A. Deadlines for Notification.**

- 1. To receive authorization under this general permit, a discharger must submit a completed Notice of Intent (NOI) in accordance with Part VI.G (Signatory Requirements) and the requirements of this Part in sufficient time to allow a 30 day review period after the receipt of the NOI by the Agency and the start of construction. The completed NOI may be submitted electronically to the following email address:  
[epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)
- 2. Discharges that were previously covered by a valid General NPDES Permit for Storm Water Discharges from Construction Site Activities are automatically covered by this permit.
- 3. A discharger may submit an NOI in accordance with the requirements of this Part after the start of construction. In such instances, the Agency may bring an enforcement action for any discharges of storm water associated with industrial activity from a construction site that have occurred on or after the start of construction.

**B. Failure to Notify.** Dischargers who fail to notify the Agency of their intent to be covered, and discharge storm water associated with construction site activity to Waters of the State without an NPDES permit, are in violation of the Environmental Protection Act and Clean Water Act.

**C. Contents of Notice of Intent.** The Notice of Intent shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit by all of the entities identified in paragraph 2 below and shall include the following information:

- 1. The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 15 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;
- 2. The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
- 3. The name, address and telephone number of the general contractor(s) that have been identified at the time of the NOI submittal;
- 4. The name of the receiving water(s), or if the discharge is through a municipal separate storm sewer, the name of the municipal operator of the storm sewer and the ultimate receiving water(s);
- 5. The number of any NPDES permit for any discharge (including non-storm water discharges) from the site that is currently authorized by an NPDES permit;

6. A description of the project, detailing the complete scope of the project, estimated timetable for major activities and an estimate of the number of acres of the site on which soil will be disturbed; and
7. An electronic copy of the storm water pollution prevention plan that has been prepared for the site in accordance with Part IV of this permit. The electronic copy shall be submitted to the Agency at the following email address: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

**D. Where to Submit.**

1. Facilities which discharge storm water associated with construction site activity must use an NOI form provided by the Agency. NOIs must be signed in accordance with Part VI.G (Signatory Requirements) of this permit. NOIs and the applicable fee for construction site activities are to be submitted by certified mail to the Agency at the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control, Mail Code #15  
Attention: Permit Section  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

The completed NOI and SWPPP may be submitted electronically to the following email address: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

2. A copy of the letter of notification of coverage along with the General NPDES Permit for Storm Water Discharges from Construction Site Activities or other indication that storm water discharges from the site are covered under an NPDES permit shall be posted at the site in a prominent place for public viewing (such as alongside a building permit).
- E. Additional Notification.** Facilities which are operating under approved local sediment and erosion plans, grading plans, or storm water management plans, in addition to filing copies of the Notice of Intent in accordance with Part D above, shall also submit signed copies of the Notice of Intent to the local agency approving such plans in accordance with the deadlines in Part A above. See Part IV.D.2.d (Approved State or Local Plans).
- F. Notice of Termination.** Where a site has been finally stabilized and all storm water discharges from construction sites that are authorized by this permit are eliminated, the permittee of the facility must submit a completed Notice of Termination that is signed in accordance with Part VI.G (Signatory Requirements) of this permit.

1. The Notice of Termination shall include the following information:

- a. The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 15 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;
- b. The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
- c. The name, address and telephone number of the general contractor(s); and
- d. The following certification signed in accordance with Part VI.G (Signatory Requirements) of this permit:

"I certify under penalty of law that all storm water discharges associated with construction site activity from the identified facility that are authorized by NPDES general permit ILR10 have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with construction site activity by the general permit, and that discharging pollutants in storm water associated with construction site activity to Waters of the State is unlawful under the Environmental Protection Act and Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this notice of termination does not release an operator from liability for any violations of this permit or the Clean Water Act."

For the purposes of this certification, elimination of storm water discharges associated with industrial activity means that all disturbed soils at the identified facility have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all storm water discharges associated with construction activities from the identified site that are authorized by a NPDES general permit have otherwise been eliminated.

2. All Notices of Termination are to be sent to the Agency to the mailing address in Part II.D.1, using the form provided by the Agency.

**Part III. SPECIAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS**

**A. Prohibition on Non-Storm Water Discharges.**

1. Except as provided in Part I paragraph B.2 and paragraph 2 below, all discharges covered by this permit shall be composed entirely of storm water.
2. a. Except as provided in paragraph b below, discharges of materials other than storm water must be in compliance with a NPDES permit (other than this permit) issued for the discharge.

- b. The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharges is in compliance with Part IV.D.5 (Non-Storm Water Discharges): discharges from fire fighting activities; fire hydrant flushings; waters used to wash vehicles where detergents are not used; waters used to control dust; potable water sources including uncontaminated waterline flushings; landscape irrigation drainages; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; uncontaminated air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

**B. Discharges into Receiving Waters With an Approved Total Maximum Daily Load (TMDL):**

Discharges to waters for which there is a TMDL allocation for sediment or a parameter that addressed sediment (such as total suspended solids, turbidity, or siltation) are not eligible for coverage under this permit unless you develop and certify a SWPPP that is consistent with the assumptions and requirements in the approved TMDL. To be eligible for coverage under this general permit, operators must incorporate into their SWPPP any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. If a specific numeric waste load allocation has been established that would apply to the project's discharges, the operator must incorporate that allocation into its SWPPP and implement necessary steps to meet that allocation. Please refer to the Agency website at:

<http://www.epa.state.il.us/water/tmdl/report-status.html>

- C. Discharges covered by this permit, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard.

**Part IV. STORM WATER POLLUTION PREVENTION PLANS**

A storm water pollution prevention plan shall be developed for each construction site covered by this permit. Storm water pollution prevention plans shall be prepared in accordance with good engineering practices. The plan shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges associated with construction site activity from the facility. In addition, the plan shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in storm water discharges associated with construction site activity and to assure compliance with the terms and conditions of this permit. Facilities must implement the provisions of the storm water pollution prevention plan required under this part as a condition of this permit.

**A. Deadlines for Plan Preparation and Compliance.**

The plan shall:

1. Be completed prior to the start of the construction to be covered under this permit and submitted electronically to the Agency; and
2. Provide for compliance with the terms and schedule of the plan beginning with the initiation of construction activities.

**B. Signature, Plan Review and Notification.**

1. The plan shall be signed in accordance with Part VI.G (Signatory Requirements), and be retained on-site at the facility which generates the storm water discharge in accordance with Part VI.E (Duty to Provide Information) of this permit.
2. Prior to commencement of construction, the permittee shall provide the plan to the Agency. Said plan shall be available at the site.
3. The permittee shall make plans available upon request from this Agency or a local agency approving sediment and erosion plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system.
4. The Agency may notify the permittee at any time that the plan does not meet one or more of the minimum requirements of this Part. Such notification shall identify those provisions of the permit which are not being met by the plan, and identify which provisions of the plan require modifications in order to meet the minimum requirements of this part. Within 7 days from receipt of notification from the Agency, the permittee shall make the required changes to the plan and shall submit to the Agency a written certification that the requested changes have been made. Failure to comply shall terminate authorization under this permit.
5. All storm water pollution prevention plans and all completed inspection forms/reports required under this permit are considered reports that shall be available to the public at any reasonable time upon request. However, the permittee may claim any portion of a storm water pollution prevention plan as confidential in accordance with 40 CFR Part 2.

- C. **Keeping Plans Current.** The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the State and which has not otherwise been addressed in the plan or if the storm water pollution prevention plan proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified under paragraph D.2 below, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the storm water pollution prevention plan. Amendments to the plan may be reviewed by the Agency in the same manner as Part IV.B above. Any revisions of the documents for the storm water pollution prevention plan shall be kept on site at all times.

**D. Contents of Plan.** The storm water pollution prevention plan shall include the following items:

1. **Site Description.** Each plan shall, provide a description of the following:
  - a. A description of the nature of the construction activity or demolition work;

- b. A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. clearing, grubbing, excavation, grading);
  - c. An estimate of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other activities;
  - d. An estimate of the runoff coefficient of the site after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;
  - e. A site map indicating drainage patterns and approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking, areas of soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water; and
  - f. The name of the receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site.
2. **Controls.** Each plan shall include a description of appropriate controls that will be implemented at the construction site. The Illinois Urban Manual (<http://www.il.nrcs.usda.gov/technical/engineer/urban/index.html>) or other similar documents shall be used for developing the appropriate management practices, controls or revisions of the plan. The plan will clearly describe for each major activity identified in paragraph D.1 above, appropriate controls and the timing during the construction process that the controls will be implemented. (For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls will be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls will be removed after final stabilization). The description of controls shall address as appropriate the following minimum components:
- a. **Erosion and Sediment Controls.**
    - (i) **Stabilization Practices.** A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where practicable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporarily seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, staged or staggered development, and other appropriate measures. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the plan. Except as provided in paragraphs (A) and (B) below, 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 7 days after the construction activity in that portion of the site has temporarily or permanently ceased as follows:
      - (A) Where the initiation of stabilization measures by the 7th day after construction activity temporarily or permanently ceases on a portion of the site is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
      - (B) Where construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of site by the 7th day after construction activity temporarily ceased.
    - (ii) **Structural Practices.** A description of structural practices utilized 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. Structural practices should be placed on upland soils to the degree practicable. The installation of these devices may be subject to Section 404 of the CWA.
    - (iii) **Best Management Practices for Impaired Waters.** For any site which discharges directly to an impaired water identified on the Agency's website for 303(d) listing for suspended solids, turbidity, or siltation the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event. If required by federal regulations or the Illinois Environmental Protection Agency's Illinois Urban Manual, the storm water pollution prevention plan shall adhere to a more restrictive design criteria. Please refer to the Agency's website at: (<http://www.epa.state.il.us/water/tmdl/303d-list.html>)
  - b. **Storm Water Management.** 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. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are responsible for only the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with industrial activity have been eliminated from the site.
    - (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 onsite; and sequential systems (which combine several practices). The storm water pollution prevention plan shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed predevelopment levels.
    - (ii) Velocity dissipation devices shall 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).

- (iii) Unless otherwise specified in the Illinois Environmental Protection Agency's Illinois Urban Manual, the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event.

c. **Other Controls.**

- (i) **Waste Disposal.** No solid materials, including building materials, shall be discharged to Waters of the State, except as authorized by a Section 404 permit.
- (ii) The plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- (iii) For construction sites that receive concrete or asphalt from off site locations, the plan must identify and include appropriate controls and measures to reduce or eliminate these discharges.

d. **Approved State or Local Plans.**

- (i) The management practices, controls and other provisions contained in the storm water pollution prevention plan must be at least as protective as the requirements contained in Illinois Environmental Protection Agency's Illinois Urban Manual, 2002. Facilities which discharge storm water associated with construction site activities must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials. 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 this permit, incorporated by reference and are enforceable under this permit. The plans shall include all requirements of this permit and include more stringent standards required by any local approval. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.
- (ii) Dischargers seeking alternative permit requirements are not authorized by this permit and shall submit an individual permit application in accordance with 40 CFR 122.26 at the address indicated in Part II.D (Where to Submit) of this permit, along with a description of why requirements in approved local plans or permits should not be applicable as a condition of an NPDES permit.

- 3. **Maintenance.** The plan shall include a description of procedures to maintain in good and effective operating conditions vegetation, erosion and sediment control measures and other protective measures identified in the site plan.

- 4. **Inspections.** Qualified personnel (provided by the permittee) shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall. Qualified personnel means a person knowledgeable in the principles and practices of erosion and sediment controls measures, such as a licensed Professional Engineer (P.E.), a Certified Professional in Erosion and Sediment Control (CPESC), a Certified Erosion Sediment and Storm Water Inspector (CESSWI) or other knowledgeable person who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activities.

- 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 offsite sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in the plan in accordance with Part IV.D.1 (Site Description) of this permit and pollution prevention measures identified in the plan in accordance with Part IV.D.2 (Controls) of this permit shall be revised as appropriate as soon as practicable after such inspection. Such modifications shall provide for timely implementation of any changes to the plan 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 the storm water pollution prevention plan, and actions taken in accordance with paragraph b above shall be made and retained as part of the storm water pollution prevention plan for at least three years from the date that the permit coverage expires or is terminated. All inspection reports shall be retained at the construction site. The report shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit.
- d. The permittee shall notify the appropriate Agency Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. The permittee shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the Agency and 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.
- e. All reports of noncompliance shall be signed by a responsible authority as defined in Part VI.G (Signatory Requirements).

- f. After the initial contact has been made with the appropriate Agency Field Operations Section Office, all reports of noncompliance shall be mailed to the Agency at the following address:

Illinois Environmental Protection Agency  
 Division of Water Pollution Control  
 Compliance Assurance Section  
 1021 North Grand Avenue 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 listed in Part III.A.2 of this permit that are combined with storm water discharges associated with industrial activity must be identified in the plan. The plan shall identify and insure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.
- E. **Additional requirements for storm water discharges from industrial activities other than construction, including dedicated asphalt plants, and dedicated concrete plants.** This permit may only authorize any storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:
1. The industrial source other than construction is located on the same site as the construction activity;
  2. Storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
  3. Storm water discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring (including storm water discharges from dedicated asphalt plants (other than asphalt emulsion facilities) and dedicated concrete plants) are in compliance with the terms, including applicable NOI or application requirements, of a different NPDES general permit or individual permit authorizing such discharges.
- F. **Contractors.**
1. The storm water pollution prevention plan must clearly identify for each measure identified in the plan, the contractor(s) or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in paragraph 2 below in accordance with Part VI.G (Signatory Requirements) of this permit. All certifications must be included in the storm water pollution prevention plan except for owners that are acting as contractors.
  2. **Certification Statement.** All contractors and subcontractors identified in a storm water pollution prevention plan in accordance with paragraph 1 above shall sign a copy of the following certification statement before conducting any professional service at the site identified in the storm water pollution prevention plan:

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

The certification must include the name and title of the person providing the signature in accordance with Part VI.G of this permit: the name, address and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

#### Part V. RETENTION OF RECORDS

- A. The permittee shall retain copies of storm water pollution prevention plans and all reports and notices required by this permit, and records of all data used to complete the Notice of Intent to be covered by this permit, for a period of at least three years from the date that the permit coverage expires or is terminated. This period may be extended by request of the Agency at any time.
- B. The permittee shall retain a copy of the storm water pollution prevention plan and any revisions to said plan required by this permit at the construction site from the date of project initiation to the date of final stabilization.

#### Part VI. STANDARD PERMIT CONDITIONS

- A. **Duty to Comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Illinois Environmental Protection Act and the CWA and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
- B. **Continuation of the Expired General Permit.** This permit expires five years from the date of issuance. An expired general permit continues in force and effect until a new general permit or an individual permit is issued. Only those facilities authorized to discharge under the expiring general permit are covered by the continued permit.
- C. **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- D. **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

- E. Duty to Provide Information.** The permittee shall furnish within a reasonable time to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, any information which is requested to determine compliance with this permit. Upon request, the permittee shall also furnish to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, copies of all records required to be kept by this permit.
- F. Other Information.** When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Agency, he or she shall promptly submit such facts or information.
- G. Signatory Requirements.** All Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the Agency or the operator of a large or medium municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed.
1. All Notices of Intent shall be signed as follows:
    - a. For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (2) any person authorized to sign documents that has been assigned or delegated said authority in accordance with corporate procedures;
    - b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
    - c. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
  2. All reports required by the permit and other information requested by the Agency shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
    - a. The authorization is made in writing by a person described above and submitted to the Agency.
    - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).
    - c. **Changes to Authorization.** If an authorization under Part I.C (Authorization) is no longer accurate because a different individual or position has responsibility for the overall operation of the construction site, a new authorization satisfying the requirements of Part I.C must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
    - d. **Certification.** Any person signing documents under this Part shall make the following certification:
 

"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."
- H. Penalties for Falsification of Reports.** Section 309(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or by both. Section 44(j)(4) and (5) of the Environmental Protection Act provides that any person who knowingly makes any false statement, representation, or certification in an application form, or form pertaining to a NPDES permit commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- I. Penalties for Falsification of Monitoring Systems.** The CWA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by fines and imprisonment described in Section 309 of the CWA. The Environmental Protection Act provides that any person who knowingly renders inaccurate any monitoring device or record required in connection with any NPDES permit or with any discharge which is subject to the provisions of subsection (f) of Section 12 of the Act commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- J. Oil and Hazardous Substance Liability.** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the CWA.
- K. Property Rights.** The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.
- L. Severability.** The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

- M. **Transfers.** This permit is not transferable to any person except after notice to the Agency. The Agency may require the discharger to apply for and obtain an individual NPDES permit as stated in Part I.C (Authorization).
- N. **Requiring an Individual Permit or an Alternative General Permit.**
1. The Agency may require any person authorized by this permit to apply for and/or obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Agency to take action under this paragraph. Where the Agency requires a discharger authorized to discharge under this permit to apply for an individual NPDES permit, the Agency shall notify the discharger in writing that a permit application is required. This notification shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the discharger to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. Applications shall be submitted to the Agency indicated in Part II.D (Where to Submit) of this permit. The Agency may grant additional time to submit the application upon request of the applicant. If a discharger fails to submit in a timely manner an individual NPDES permit application as required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified by the Agency for application submittal. The Agency may require an individual NPDES permit based on:
    - a. information received which indicates the receiving water may be of particular biological significance pursuant to 35 Ill. Adm. Code 302.105(d)(6);
    - b. whether the receiving waters are impaired waters for suspended solids, turbidity or siltation as identified by the Agency's 303(d) listing;
    - c. size of construction site, proximity of site to the receiving stream, etc.

The Agency may also require monitoring of any storm water discharge from any site to determine whether an individual permit is required.
  2. Any discharger authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. In such cases, the permittee shall submit an individual application in accordance with the requirements of 40 CFR 122.26(c)(1)(ii), with reasons supporting the request, to the Agency at the address indicated in Part II.D (Where to Submit) of this permit. The request may be granted by issuance of any individual permit or an alternative general permit if the reasons cited by the permittee are adequate to support the request.
  3. When an individual NPDES permit is issued to a discharger otherwise subject to this permit, or the discharger is authorized to discharge under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. When an individual NPDES permit is denied to a discharger otherwise subject to this permit, or the discharger is denied for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee remains in effect, unless otherwise specified by the Agency.
- O. **State/Environmental Laws.** No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.
- P. **Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.
- Q. **Inspection and Entry.** The permittee shall allow the IEPA, or an authorized representative upon presentation of credentials and other documents as may be required by law, to:
  1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
  2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
  3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
  4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.
- R. **Permit Actions.** This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

#### Part VII. REOPENER CLAUSE

- A. If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with industrial activity covered by this permit, the discharger may be required to obtain an individual permit or an alternative general permit in accordance with Part I.C (Authorization) of this permit or the permit may be modified to include different limitations and/or requirements.
- B. Permit modification or revocation will be conducted according to provisions of 35 Ill. Adm. Code, Subtitle C, Chapter I and the provisions of 40 CFR 122.62, 122.63, 122.64 and 124.5 and any other applicable public participation procedures.

C. The Agency will reopen and modify this permit under the following circumstances:

1. the U.S. EPA amends its regulations concerning public participation;
2. a court of competent jurisdiction binding in the State of Illinois or the 7<sup>th</sup> Circuit Court of Appeals issues an order necessitating a modification of public participation for general permits; or
3. to incorporate federally required modifications to the substantive requirements of this permit.

#### Part VIII. DEFINITIONS

"Agency" means the Illinois Environmental Protection Agency.

"Best Management Practices" ("BMPs") means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Commencement of Construction or Demolition Activities" The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction or demolition activities.

"CWA" means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. (96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.).

"Dedicated portable asphalt plant" A portable asphalt plant that is located on or contiguous to a construction site and that provides asphalt only to the construction site that the plant is located on or adjacent to. The term dedicated portable asphalt plant does not include facilities that are subject to the asphalt emulsion effluent limitation guideline at 40 CFR 443.

"Dedicated portable concrete plant" A portable concrete plant that is located on or contiguous to a construction site and that provides concrete only to the construction site that the plant is located on or adjacent to.

"Dedicated sand or gravel operation" An operation that produces sand and/or gravel for a single construction project.

"Director" means the Director of the Illinois Environmental Protection Agency or an authorized representative.

"Final Stabilization" means that all soil disturbing activities at the site have been completed, and either of the two following conditions are met:

- (i) A uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or
- (ii) Equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

For individual lots in residential construction, final stabilization means that either:

- (i) The homebuilder has completed final stabilization as specified above, or
- (ii) The homebuilder has established temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for, and benefits of, final stabilization.

"Large and Medium municipal separate storm sewer system" means all municipal separate storm sewers that are either:

- (i) Located in an incorporated place (city) with a population of 100,000 or more as determined by the latest Decennial Census by the Bureau of Census (these cities are listed in Appendices F and G of 40 CFR Part 122); or
- (ii) Located in the counties with unincorporated urbanized populations of 100,000 or more, except municipal separate storm sewers that are located in the incorporated places, townships or towns within such counties (these counties are listed in Appendices H and I of 40 CFR Part 122); or
- (iii) Owned or operated by a municipality other than those described in paragraph (i) or (ii) and that are designated by the Director as part of the large or medium municipal separate storm sewer system.

"NOI" means notice of intent to be covered by this permit (see Part II of this permit.)

"Point Source" means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharges. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

"Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

"Storm Water" means storm water runoff, snow melt runoff, and surface runoff and drainage.

"Storm Water Associated with Industrial Activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program. For the categories of industries identified in subparagraphs (i) through (x) of this subsection, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in subparagraph (xi), the term includes only storm water discharges from all areas listed in the previous sentence (except access roads) where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purposes of this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are Federally or municipally owned or operated that meet the description of the facilities listed in this paragraph (i)-(xi)) include those facilities designated under 40 CFR 122.26(a)(1)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this subsection:

- (i) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards which are exempted under category (xi) of this paragraph);
- (ii) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28, 29, 311, 32, 33, 3441, 373;
- (iii) Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations meeting the definition of a reclamation area under 40 CFR 434.11(l)) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts or waste products located on the site of such operations; inactive mining operations are mining sites that are not being actively mined, but which have an identifiable owner/operator;
- (iv) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;
- (v) Landfills, land application sites, and open dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- (vi) Facilities involved in the recycling of materials, including metal scrapyards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 and 5093;
- (vii) Steam electric power generating facilities, including coal handling sites;
- (viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42, 44, and 45 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under subparagraphs (i)-(vii) or (ix)-(xi) of this subsection are associated with industrial activity;
- (ix) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR 503;
- (x) Construction activity including clearing, grading and excavation activities except: operations that result in the disturbance of less than one acre of total land area which are not part of a larger common plan of development or sale unless otherwise designated by the Agency pursuant to Part I.B.1.
- (xi) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 31 (except 311), 34 (except 3441), 35, 36, 37 (except 373), 38, 39, 4221-25, (and which are not otherwise included within categories (i)-(x)).

"Waters" mean all accumulations of water, surface and underground, natural, and artificial, public and private, or parts thereof, which are wholly or partially within, flow through, or border upon the State of Illinois, except that sewers and treatment works are not included except as specially mentioned; provided, that nothing herein contained shall authorize the use of natural or otherwise protected waters as sewers or treatment works except that in-stream aeration under Agency permit is allowable.



Project	Blackberry Creek Dam Removal and Channel Restoration Phase 2		
City	Yorkville, Illinois	Project No.	FR-433
County	Kendall	Year	2012

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) 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.

Print Name	Signature
Title	Date
Agency	

**I. Site Description:**

- A. Provide a description of the project location (include latitude and longitude):

The Blackberry Creek Dam Removal and Channel Restoration Phase 2 project is located near the 400 block of River Road on Blackberry Creek just upstream of the Yorkville Bristol Sanitary District wastewater treatment plant in Yorkville, Illinois 60560 at latitude 41 degrees 38 minutes 44 seconds N, 88 degrees 27 minutes 3 seconds W.

- B. Provide a description of the construction activity which is the subject of this plan:

The construction consists of channel excavation and riprap placement in approximately 1200 feet of the channel just upstream of the dam, the construction of 3 stone riffle structures in the channel, together with all appurtenant work required to complete the project. Two temporary cofferdams will be required. An existing pond and a bypass channel through an existing wetland will be utilized to divert flows during construction. Major items of work include: 0.32 acres of tree removal; 11,733 cubic yards of channel excavation; 2138 square yards of turf reinforcement mat; 3219 square yards of stone riprap class A5; 1748 square yards of stone riprap, class A7; 273 cubic yards of masonry removal; 87 cubic yards of grout for use with riprap; 1120 cubic yards of 6" topsoil placement, 2 temporary cofferdam systems, 1.50 acres of seeding mulching and fertilizing, and planting 31 trees.

- C. Provide the estimated duration of this project:

The majority of the work should be completed between November 2012 and March 2013. If the Contractor does not use dormant seeding, the seeding/planting may be completed in April 2013.

- D. The total area of the construction site is estimated to be 22 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 4.88 acres.

- E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

0.37

- F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

Millington Silt Loam is throughout the project site. The disturbed construction areas are typically less than a 2% sloped except for channel banks. The construction staging area is typically less than a 5% slope. The natural slopes will remain except at the proposed cut and fill side slopes which will be graded to a 2:1 slope.

- G. Provide an aerial extent of wetland acreage at the site:

1.14

- H. Provide a description of potentially erosive areas associated with this project:

1. Stripped and disturbed areas adjacent to Blackberry Creek.
2. Temporary topsoil stockpile upstream of JC Pond.
3. Sediment removal/channel excavation areas within the channel.
4. Channels excavated for flow diversion during project construction.
5. Proposed wetland preservation berm.
7. Removal of existing concrete capped masonry dam.
8. Temporary topsoil and embankment stockpile south of River Road

- I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Perform clearing and tree removal activities in proposed construction area.

Excavate diversion trenches as shown in the plans to route water through park pond, and install culvert under haul road.

Install cofferdams at Sta 7+40 and 12+00.

Excavate channel between riffles #2 and #3, and install sideslope protection.

Build riffles #2 and #3, excavate channel and install sideslope protection between riffle #2 and cofferdam a sta. 7+40, and excavate sidechannel at sta. 8+66.24.

Relocate cofferdam at sta. 7+40 to finished channel surface.

Remove cofferdam upstream of riffle #3 allowing water to flow into wetland bypass channel.

Backfill and re-seed diversion trench #1. Plug outlet pipe if needed.

Excavate channel between riffle #2 and dam, and install sideslope protection.

Build riffle #1.

Complete dam removal per plans.

Remove cofferdam downstream of riffle #2.

Backfill and reseed diversion trench #2. Remove plug from outlet pipe.

Construct riprap weir at entrance to sidechannel at sta. 8+66.24.

Build up wetland berm to an elevation of 587.0.

Remove or backfill outlet structure and pipe, remove lid spacers and secure lid.

Remove temporary structural practices as noted in the last paragraph of II(A)(2).

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

This project will drain immediately into Blackberry Creek and then into the Fox River approximately 1000 feet downstream.

- L. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

Blackberry Creek, a tributary to the Fox River which is approximately 1000 feet downstream.

- M. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

A wetland is located in the center of the mid area. Phase 1 included construction of a wetland berm to aid in the

preservation of the wetland. This berm impacts 0.16 acres of the wetland which was mitigated on site at a 2.5:1 ratio by creating an additional 0.40 acres of wetland through the expansion of JC Pond and a wetland channel. The wetland channel will provide long term hydrology to the wetland area. These area are to have minimal disturbance during construction. Work near these areas shall be contained as much as possible to the access roads constructed in Phase 1 or to the existing Blackberry Creek.

N. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
- b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

- a. The name(s) of the listed water body:
- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

O. The following pollutants of concern will be associated with this construction project:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Soil Sediment            | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input type="checkbox"/> Concrete                            | <input checked="" type="checkbox"/> Antifreeze / Coolants  |
| <input type="checkbox"/> Concrete Truck Waste                | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment               |
| <input type="checkbox"/> Concrete Curing Compounds           | <input type="checkbox"/> Other (specify)   |
| <input type="checkbox"/> Solid Waste Debris                  | <input type="checkbox"/> Other (specify)   |
| <input type="checkbox"/> Paints                              | <input type="checkbox"/> Other (specify)   |
| <input type="checkbox"/> Solvents                            | <input type="checkbox"/> Other (specify)   |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify)   |

**II. Controls:**

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.I. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls

1. **Stabilized 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 but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), 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 seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

(a) Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following stabilization practices will be used for this project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips                      | <input type="checkbox"/> Sodding                                       |
| <input checked="" type="checkbox"/> Protection of Trees               | <input type="checkbox"/> Geotextiles                                   |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify)                               |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7)            | <input type="checkbox"/> Other (specify)                               |
| <input checked="" type="checkbox"/> Temporary Mulching                | <input type="checkbox"/> Other (specify)                               |
| <input checked="" type="checkbox"/> Permanent Seeding                 | <input type="checkbox"/> Other (specify)                               |

Describe how the stabilization practices listed above will be utilized during construction:

Prior to start of any construction activity, the stabilization practices that were installed during the previous phase of the project shall be inspected and maintained if necessary. Only those trees that conflict with the construction of the project shall be removed. Care shall be taken to not damage existing trees and vegetation to remain. Clearing and tree removal shall only be completed in the area/reach of the project that will immediately be worked on. Permanent Seeding and Erosion Control Blanket or Turf Reinforcing Mat may be applied as soon as construction is completed in an area within allowable planting times. If Permanent Seedingxc has not been applied, Temporary Erosion Control Seeding shall be applied to all bare areas every seven days, regardless of weather conditions or progress of work. The Engineer may require that critical locations be seeded immediately and the Contractor shall seed these areas within 48 hours.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

The new wetland berm and the wetland channel connection area will be protected with Permanent Seeding and Heavy Duty Erosion Control Blanket. All other disturbed areas will be protected with Permanent Seeding and Mulching or Permanent Seeding and Turf Reinforcement Mat as specified below.

2. **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 but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, 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.

The following structural practices will be used for this project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier     | <input type="checkbox"/> Rock Outlet Protection  |
| <input checked="" type="checkbox"/> Temporary Ditch Check         | <input checked="" type="checkbox"/> Riprap       |
| <input type="checkbox"/> Storm Drain Inlet Protection             | <input type="checkbox"/> Gabions                 |
| <input checked="" type="checkbox"/> Sediment Trap                 | <input type="checkbox"/> Slope Mattress          |
| <input type="checkbox"/> Temporary Pipe Slope Drain               | <input type="checkbox"/> Retaining Walls         |
| <input checked="" type="checkbox"/> Temporary Sediment Basin      | <input type="checkbox"/> Slope Walls             |
| <input type="checkbox"/> Temporary Stream Crossing                | <input type="checkbox"/> Concrete Revetment Mats |
| <input checked="" type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders         |
| <input checked="" type="checkbox"/> Turf Reinforcement Mats       | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Permanent Check Dams                     | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Permanent Sediment Basin                 | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Aggregate Ditch                          | <input type="checkbox"/> Other (specify)         |
| <input type="checkbox"/> Paved Ditch                              | <input type="checkbox"/> Other (specify)         |

Describe how the structural practices listed above will be utilized during construction:

The Perimeter Erosion Barrier was installed in phase 1 of the project and shall be maintained so it continues to prevent sediment from leaving the site. The Temporary Ditch Check was installed just upstream of the outlet pipe during phase 1 construction. It will continue to remove sediment from the water that exits the JC Pond through the 12" diameter outlet pipe. The proposed temporary cofferdam system near proposed stone riffle #2 and the existing dam will effectively aid in creating a sediment basin at the downstream end of the first phase and second phase of construction of this project respectively. The water that enters the cofferdammed areas will be pumped out of those areas and outletted through a filter bag to trap sediments that do not settle out prior to entering the sump pit. Stabilized Construction Exits that were constructed during phase 1 of the project will be utilized during this phase of construction to prevent tracking or flow of sediment on public roads. Construction entrances may be top dressed as necessary to maintain proper function. Turf Reinforcement Mat and Riprap will be placed during construction to protect the channel from erosion.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Disturbed areas of the upper part of the creek channel slopes will be protected by permanent seeding and turf reinforcement mat. The lower part of the creek channel slopes will be protected by riprap. These measures will provide permanent protection against the erosive velocity of the flowing water in the creek. All other structural practices will be removed at completion of construction.

3. **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.

a. Such practices may include but are not limited to: 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 Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

b. 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:

As stated above, the proposed channel side slopes will be lined with riprap on the lower part of the slope and grass reinforced with Turf Reinforcement Mat on the upper part of the slope. Tree riffle structures will also be constructed in the channel to provide protected/controlled drops in the channel bottom and thus aid in the reduction of the velocity of the flowing water.

4. **Approved State or Local Laws:** 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. 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, site permits, 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 the 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:

n/a

5. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
- a. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
- Approximate duration of the project, including each stage of the project
  - Rainy season, dry season, and winter shutdown dates
  - Temporary stabilization measures to be employed by contract phases
  - Mobilization timeframe
  - Mass clearing and grubbing/roadside clearing dates
  - Deployment of Erosion Control Practices
  - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
  - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
  - Paving, saw-cutting, and any other pavement related operations
  - Major planned stockpiling operations
  - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
  - Permanent stabilization activities for each area of the project
- b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
  - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
  - Stockpile Management – Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
  - Waste Disposal – Discuss methods of waste disposal that will be used for this project.
  - Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
  - Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
  - Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
  - Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Additional measures indicated in the plan.

### III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured

BMPs which are to be installed and maintained per manufacture's specifications.

#### **IV Inspections:**

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm that is 0.5 inch or greater or equivalent snowfall.

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 shall notify the appropriate IEPA Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA 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 non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance 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

#### **V. Failure to Comply:**

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.5 of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Project Blackberry Creek Dam Removal and Channel Restoration Phase 2  
 City Yorkville, Illinois Project No. FR-433  
 County Kendall Year 2012

This certification statement is a part of the SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in the SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

Print Name	Signature
Title	Date
Name of Firm	Telephone
Street Address	City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.5. of the SWPPP:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

## Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

*This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.*

For Office Use Only

### OWNER INFORMATION

Permit No. ILR10 \_\_\_\_\_

Company/Owner Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Owner Type (select one) \_\_\_\_\_

### CONTRACTOR INFORMATION

MS4 Community:  Yes  No

Contractor Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

### CONSTRUCTION SITE INFORMATION

Select One:  New  Change of information for: ILR10 \_\_\_\_\_  
Project Name: \_\_\_\_\_ County: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ IL Zip: \_\_\_\_\_  
Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range  
Approximate Construction Start Date \_\_\_\_\_ Approximate Construction End Date \_\_\_\_\_

Total size of construction site in acres: \_\_\_\_\_  
If less than 1 acre, is the site part of a larger common plan of development?  
 Yes  No

Fee Schedule for Construction Sites:  
Less than 5 acres - \$250  
5 or more acres - \$750

### STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?  Yes  No  
(Submit SWPPP electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov))

Location of SWPPP for viewing: Address: \_\_\_\_\_ City: \_\_\_\_\_  
SWPPP contact information: \_\_\_\_\_ Inspector qualifications: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Project inspector, if different from above \_\_\_\_\_ Inspector qualifications: \_\_\_\_\_  
Inspector's Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

**TYPE OF CONSTRUCTION (select one)**

Construction Type \_\_\_\_\_

SIC Code: \_\_\_\_\_

Type a detailed description of the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE**

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency     Yes     No

Endangered Species                 Yes     No

**RECEIVING WATER INFORMATION**

Does your storm water discharge directly to:     Waters of the State    or     Storm Sewer

Owner of storm sewer system: \_\_\_\_\_

Name of closest receiving water body to which you discharge: \_\_\_\_\_

Mail completed form to: Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610  
FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

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.

**Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))**

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM**

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

***This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:***

Illinois Environmental Protection Agency  
 Division of Water Pollution Control  
 Permit Section  
 Post Office Box 19276  
 Springfield, Illinois 62794-9276  
 or call (217) 782-0610  
 FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

**Reports must be typed or printed legibly and signed.**

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line; changes of information or permit renewal notifications do not require a fee.

**NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.**

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov) When submitting electronically, use Project Name and City as indicated on NOI form.

Illinois Department of Natural Resources

Project Code  
**1204290**

**COMPREHENSIVE ENVIRONMENTAL REVIEW PROCESS**

Project Title: Blackberry Creek Dam Removal

Site Name: Blackberry Creek Dam Proposed Start Date: Summer 2012

Contact Person: Loren Wobig PH#: 217-782-9130 County: Kendall

Township: 37 N Range: 7 E Section: 32, 29

Project Description:

DEPARTMENT OF  
NATURAL RESOURCES

OCT 12 2011

**OREP**

This project includes the modification or removal of the Blackberry Creek Dam, including stream stabilization and/or sediment excavation in the areas shown on the attached Exhibit 1.

Funding Source: IDNR Capital Y Heavy Equipment Y Force Account \_\_\_\_\_  
Other Agency \_\_\_\_\_ Federal Program \_\_\_\_\_

Approval by Site Superintendent: (for all NON-CAPITAL projects, e.g., heavy equipment, force account, leases)

Site Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**CERP Staff Only:  
REVIEWS PERFORMED**

	Approved	Approved with Restrictions	Comments
Threatened & Endangered Species Natural Areas/Nature Preserves	<u>X</u>	_____	_____
Wetlands	_____	<u>X</u>	• wetland mitigation approved • HABS study of the dam to be completed and reviewed before demolition
Cultural Resources	_____	<u>X</u>	
Other	<u>N/A</u>	_____	
<u>Rich Lewis</u> Rich Lewis, Manager CERP (217)785-5500	_____	<u>12-20-11</u> Date	

☞ This CERP review must be reopened if the proposed action is modified after OREP sign-off ☞

## ENGINEER'S FIELD OFFICE TYPE B SPECIAL

Revise Article 670.04 of the Standard Specifications to read:

**“670.04 Engineer’s Field Office Type B.** Type B field offices shall have a minimum ceiling height of 7 ft (2m) and a minimum floor space of 380 sq ft (35 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Adequate all weather parking shall be available to accommodate a minimum of six vehicles.

In addition, the following equipment and furniture meeting the approval of the Engineer shall be furnished.

- (a) Four desks with a minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and four non-folding chairs with upholstered seat and back.
- (b) One free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (c) One four post drafting table with minimum top size of 37 ½ x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two folding chairs.
- (e) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office to prevent theft of the entire cabinet.
- (f) A minimum of three communication paths The configuration shall include:
  - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
  - (2) Telephone lines. Two separate telephone lines.
  - (3) One cellular phone with a minimum of 1000 anytime calling minutes per month for exclusive use by the Engineer.
- (g) One electric desk type tape printing calculator.
- (h) One first-aid cabinet fully equipped.

- (i) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (j) One plain paper fax machine with paper.
- (k) One telephone, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (l) A portable toilet meeting Federal, State, and local health department requirements stocked with lavatory and sanitary supplies at all times.
- (m) One electric water cooler dispenser.
- (n) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.”

Revise the last sentence of the first paragraph of article 670.07 of the Standard Specifications to read:

“This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance and monthly local telephone bills that, when combined, exceed \$150 and the additional cost, if any, for cell phone use over the minimum required allotment of anytime calling minutes stated above.”

## **TEMPORARY COFFERDAM SYSTEM**

Description. This work shall consist of furnishing all labor, materials and equipment necessary to construct, maintain and subsequently remove a Temporary Cofferdam System as required to construct the project. This system may include multiple cofferdams and or relocation of cofferdams.

Construction Requirements. The Contractor shall submit drawings and design calculations for the temporary cofferdam system showing the proposed design, method of construction, removal, as well as other details left open to the option of the Contractor. The Contractor is fully responsible for the design of the cofferdam and may propose systems including prefabricated dams, inflatable dams, etc... The selected cofferdam system must be shown to meet state floodplain regulations and local floodplain ordinances. In addition it shall not damage sensitive flood receptors upstream of the work.

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

Basis of Payment. This work will be paid for at the lump sum price for TEMPORARY COFFERDAM SYSTEM, which payment shall constitute full compensation for all labor, equipment, materials, maintenance, cleanup and restoration in the event of cofferdam failure or

overtopping, the removal and disposal of all materials, and all other items necessary to complete this work.

## **6" TOPSOIL PLACEMENT**

Description. This work shall be in accordance with section 211 of the standard Specifications except wherever the words "topsoil excavation and placement" occur they shall be replaced with "6" topsoil placement". Sufficient topsoil to complete the work has already been excavated and stockpiled at locations shown in the plans. These stockpiles shall be used to construct the 6" topsoil placement where topsoil is required.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for 6" TOPSOIL PLACEMENT.

## **SEEDING, MULCHING AND FERTILIZING**

Description. This work shall consist of preparing the seed bed, and furnishing, transporting, and placing fertilizer, seed, and mulch (unless heavy duty erosion control blanket or turf reinforcement mat is called for), 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.

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.

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

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 Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.

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.

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

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

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

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

The mulch shall be applied uniformly at the rate of approximately 2 tons per acre on seeded areas. The exact rate to be specified by the Engineer. The mulch shall be loose enough to permit air to circulate but compact enough to reduce erosion. If baled mulch material is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material. Mulching shall be anchored by pressing the straw or hay into the soil to a 2 inch depth using a serrated straight disk.

Areas that are shown on the plans to receive seeding and fertilizing and heavy duty erosion control blanket or turf reinforcement mat shall not be mulched, but shall be seeded and fertilized in accordance with this special provision. The heavy duty erosion control blanket or turf reinforcement mat shall be in accordance with the applicable requirements of the Standard Specifications.

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

Basis of Payment. This work will be paid at the contract unit price per acre as measured above for SEEDING, MULCHING, AND FERTILIZING, or SEEDING AND FERTILIZING measured as specified. Any re-seeding required as directed by the Engineer that is not required elsewhere in this special provision, shall be measured and paid for at the contract unit price for SEEDING, MULCHING, AND FERTILIZING or SEEDING AND FERTILIZING.

## **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.

## **WOOD INFORMATION SIGNS**

Description. This work shall consist of furnishing, fabricating, installing and subsequent removal and disposal of the wood information signs at the locations shown in the plans or as directed by the Engineer.

General Requirements. The posts shall be installed in a vertical hole not exceeding 12 inches in diameter and not less than three feet deep. The posts shall be centered in the holes and then backfilled with CA6 thoroughly tamped in 12 inch lifts. The post material shall be according to the details shown in the plans and as described in Article 1007.05 of the Standard Specifications.

The signs shall be plumb at all times throughout the duration of the project and readjusted as directed by the Engineer.

Method of Measurement. Wood information signs will be measured for payment per each.

Basis of Payment. This work will be paid for at the contract unit price per each for WOOD INFORMATION SIGNS.

## **MASONRY REMOVAL AND DISPOSAL OR STOCKPILING**

Description. This work shall consist of the removal and disposal or stockpiling of the existing masonry dam to the lines and grade shown on the plans and as directed by the Engineer.

Requirements. The dam shall be left in place as long as possible to aid in the slowing and removal of sediment in the event of a flood or cofferdam overtopping. The dam is also to remain in place until Fever River Research has had an opportunity to document the existing structure as stated in the Construction Procedures special provision. Stones in satisfactory condition/quality are to be removed from the dam and stockpiled at the location shown in the plans. Masonry determined to be of poor quality/condition per the Engineer shall be removed and disposed of.

Method of measurement. The Contractor shall thoroughly document the existing surface of the existing dam prior to removal so that accurate quantities may be obtained. The total volume of masonry removed shall be calculated as the volume between the existing dam and the proposed removal line shown in the plans. Payment will not be made for any removal beyond the lines shown in the plan. The method of determining the amount of masonry that was removed and stockpiled and the amount of the masonry removed and disposed of as well as the final quantities of each shall be approved by the Engineer.

Basis of Payment. This work will be paid at the contract unit price per cubic yard as measured above for MASONRY REMOVAL AND DISPOSAL or MASONRY REMOVAL AND STOCKPILE. The anticipated total removal volume for the project is shown for each of the masonry removal pay items. The Contractor will be paid for the actual volume of each removal item that is performed.

## **CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)**

Effective: April 1, 2009

Revised: January 2, 2012

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall certify that only ULSD will be used in all jobsite equipment. The certification shall be presented to the Department prior to the commencement of the work.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

80237

## **CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)**

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

80239

## **DIGITAL TERRAIN MODELING FOR EARTHWORK CALCULATIONS (BDE)**

Effective: April 1, 2007

Revise the first and second paragraphs of Article 202.07(b) of the Standard Specifications to read:

“(b) Measured Quantities. Earth and rock excavation will be measured in cubic yards (cubic meters) in their original positions. The volumes will be computed by the method of average end areas using before and after cross sections; or by the method of digital terrain modeling using before and after total station surveys. The volume of any unstable or unsuitable material removed will be measured for payment in cubic yards (cubic meters).

In rock excavation, the Contractor shall strip ledge rock of overburden so that necessary survey shots for measurement may be taken. Vertical measurements shall extend from the surface of the rock to an elevation not more than 6 in. (150 mm) below the subgrade of the proposed pavement structure, as shown on the plans, or to the bottom of the rock where that point is above the subgrade of the proposed pavement structure. Horizontal measurements shall extend not more than 6 in. (150 mm) beyond the slope lines fixed by the Engineer for the work. Boulders and rocks 1/2 cu yd (0.5 cu m) or more in volume will be measured individually and the volume computed from average dimensions taken in three directions.”

Revise the first paragraph of Article 204.07 of the Standard Specifications to read.

“**204.07 Method of Measurement.** Borrow excavation will be measured in cubic yards (cubic meters) in its original position. The volume will be computed by the method of average end areas using before and after cross sections; or by the method of digital terrain modeling using before and after total station surveys.”

Revise the embankment definition of Article 204.07(b) of the Standard Specifications to read:

“Embankment = the volume of fill in its final position computed by the method of average end areas or digital terrain modeling. Both methods will be based upon the existing ground line as shown on the plans, except as noted in (1) and (2) below;”

Revise Article 207.04 of the Standard Specifications to read:

“**207.04 Method of Measurement.** This work will be measured for payment in tons (metric tons) according to Article 311.08(b), or in cubic yards (cubic meters) compacted in place and the volume computed by the method of average end areas or digital terrain modeling by total station measurement.”

Revise the second sentence of the second paragraph of Article 211.07(b) of the Standard Specifications to read:

“The volume will be computed by the method of average end areas or digital terrain modeling by total station measurement.”

80177

## ERRATA FOR THE 2012 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2012

Revised: August 1, 2012

Page 182 Article 354.12. In the second line of the first paragraph change “Article 353.12” to “Article 353.13”.

Page 183 Article 355.10. In the second line of the first paragraph change “Article 353.12” to “Article 353.13”.

Page 185 Article 356.10. In the second line of the first paragraph change “Article 353.12” to “Article 353.13”.

Page 337 Article 505.04. Revise the subparagraph “(i) Match Making.” to “(i) Match Marking.”.

Page 360 Article 506.07. In the first line of the second paragraph change “AASHTO/AWS D1.5/D1.5:” to “AASHTO/AWS D1.5M/D1.5:”.

Page 361 Article 506.08. In the third line of the sixth paragraph change “506.08(a)” to “506.08(b)”.

Page 531 Article 609.07. In the first paragraph delete “TYPE B, C, or D INLET BOX STANDARD 609001 or”.

Page 601 Article 701.18(h). In the first line of the first paragraph change “Standard 701426.” to “Standard 701426 and 701427.”.

Page 609 Article 703.05. In the first line of the second paragraph delete “or Type II”.

Page 989 Article 1083.02(a). In the seventh line of the first paragraph change “Table 14.7.5.2-2” to “Table 14.7.5.2-1”.

Page 1019 Article 1095.01(b)(1)e. In the table for daylight reflectance for the color yellow, change “75 % min.” to “45 % min.”.

80296

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

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

## **PAYROLLS AND PAYROLL RECORDS (BDE)**

Effective: January 2, 2012

Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

### **“IV. COMPLIANCE WITH THE PREVAILING WAGE ACT**

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department; the Department of Labor; and Federal, State or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box (“No Work”, “Suspended”, or “Complete”) checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.”

80290

## PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2012

Revised: August 1, 2012

Revise the second sentence of Article 253.01 of the Standard Specifications to read:

“This work shall consist of furnishing, transporting, and planting woody plants such as trees, shrubs, evergreens, vines, and seedlings.”

Revise Article 253.02(a) of the Standard Specifications to read:

“(a) Trees, Shrubs, Evergreens, Vines and Seedlings ..... 1081.01”

Revise the first sentence of Article 253.08(a) of the Standard Specifications to read:

“(a) Excavation for Deciduous Trees and Evergreen Trees.”

Revise the first sentence of Article 253.08(b) of the Standard Specifications to read:

“(b) Excavation for Deciduous Shrubs, Evergreen Shrubs, Vines, and Seedlings.”

Revise the first sentence of Article 253.13 of the Standard Specifications to read:

“All deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8 ft (2.5 m) in height shall require three 6 ft (2 m) long steel posts so placed that they are equidistant from each other and adjacent to the outside of the ball.”

Revise the first sentence of the second paragraph of Article 253.14 of the Standard Specifications to read:

“This period of establishment for the plants shall not delay acceptance of the entire project and final payment due if the contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities subject to this period of establishment, multiplied by their contract unit prices.”

Revise the third sentence of Article 253.16 of the Standard Specifications to read:

“Trees, shrubs, evergreens, and vines will be measured as each individual plant.”

Revise Article 253.17 of the Standard Specifications to read:

“**253.17 Basis of Payment.** This work will be paid for at the contract unit price per each for TREES, SHRUBS, EVERGREENS, or VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

(a) Initial Payment. Upon completion of planting, mulch covering, wrapping, and bracing, 90 percent of the pay item(s) will be paid.

(b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining ten percent of the pay item(s) will be paid.”

Revise the first paragraph of Article 1081.01 of the Standard Specifications to read:

“**1081.01 Trees, Shrubs, Evergreens, Vines, and Seedlings.** Trees, shrubs, evergreens, vines, and seedlings shall be according to the current standards adopted by the ANLA.”

80278

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

Effective: April 2, 2005

Revised: April 1, 2011

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 according to 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.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

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

80143

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

Effective: January 1, 2012

Revise the first paragraph of Article 280.04(f) of the Standard Specifications to read:

“(f) Temporary Erosion Control Seeding. This system consists of seeding all erodible/bare areas to minimize the amount of exposed surface area. Seed bed preparation will not be required if the surface of the soil is uniformly smooth and in a loose condition. Light disking shall be done if the soil is hard packed or caked. Erosion rills greater than 1 in. (25 mm) in depth shall be filled and area blended with the surrounding soil. Fertilizer nutrients will not be required.”

Delete the last sentence of Article 280.08(e) of the Standard Specifications.

80286

## **TRACKING THE USE OF PESTICIDES (BDE)**

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

80301

## UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revised: January 1, 2012

Revise Article 105.07 of the Standard Specifications to read:

**“105.07 Cooperation with Utilities.** The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer.”

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

“When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply.”

Revise Article 107.31 of the Standard Specification to read:

**“107.31 Reserved.”**

Add the following four Articles to Section 107 of the Standard Specifications:

**“107.37 Locations of Utilities within the Project Limits.** All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.
- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction, unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

**107.38 Adjustments of Utilities within the Project Limits.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When

utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

**107.39 Contractor’s Responsibility for Locating and Protecting Utility Property and Services.** At points where the Contractor’s operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

<b>Utility Service</b>	<b>Color</b>
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

**107.40 Conflicts with Utilities.** Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

(a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:

- (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or

(2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

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

(1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.

(2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.

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

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

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

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

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

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

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

(d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

80270

## **TEST BORING LOGS**

The test boring logs that follow are provided for the Contractor's use in assessing subsurface conditions. These data were prepared for the exclusive use of the Department for use in the design of this project; no other warranty, expressed or implied, is made. It remains the Contractor's responsibility to thoroughly acquaint himself with the site's subsurface conditions as they relate to his work by whatever means he judges appropriate.

# Geotechnical Engineering Report

**Blackberry Creek Dam Removal**

**Yorkville, Illinois**

June 15, 2012

Terracon Project No. 11125016

**Prepared for:**

Illinois Department of Natural Resources  
Springfield, Illinois

**Prepared by:**

Terracon Consultants, Inc.  
Naperville, Illinois

Offices Nationwide  
Employee-Owned

Established in 1965  
[terracon.com](http://terracon.com)

**Terracon**

June 15, 2012

Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, Illinois 62764

Attention: Mr. Wes Cattoor, P.E., CFM

Re: Geotechnical Engineering Report  
Blackberry Creek Dam Removal  
Yorkville, Illinois  
Terracon Project No. 11125016

Dear Mr. Cattoor:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above referenced project. This study was performed in accordance with our proposal dated February 24, 2012. This report presents the findings of the subsurface exploration and provides geotechnical recommendations regarding the earthwork for the proposed dam removal project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,

**Terracon Consultants, Inc.**



Kole C. Berg, P.E.  
Illinois No. 062-060554  
Renews 11-30-2013



Matthew E. Ribordy, P.E.  
Office Manager / Principal

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### **APPENDIX A – FIELD EXPLORATION**

Exhibit A-1	Field Exploration Description
Exhibit A-2	Boring Location Diagram
Exhibit A-3	Diagram of Originally Requested Boring Locations
Exhibits A-4 to A-14	Boring Logs

### **APPENDIX B – LABORATORY TESTING**

Exhibit B-1	Laboratory Testing
Exhibit B-2	Triaxial Test Results
Exhibit B-3	Analytical Laboratory Results

### **APPENDIX C – SUPPORTING DOCUMENTS**

Exhibit C-1	General Notes
Exhibit C-2	General Notes – Sedimentary Rock Classification
Exhibit C-3	Unified Soil Classification
Exhibit C-4	Embankment Stability Analysis Results

**GEOTECHNICAL ENGINEERING REPORT  
BLACKBERRY CREEK DAM REMOVAL  
YORKVILLE, ILLINOIS**

Terracon Project No. 11125016  
June 15, 2012

**1.0 INTRODUCTION**

Terracon Consultants, Inc. (Terracon) has completed a subsurface exploration for the proposed Blackberry Creek Dam Removal project in Yorkville, Illinois. Eleven (11) borings were performed at the site to depths of approximately 2 to 14 feet below existing grades. Boring logs and a Boring Location Plan are included in Appendix A. This report describes the subsurface conditions encountered at the boring locations, presents the test data, and provides geotechnical engineering recommendations regarding the following items:

- site preparation and earthwork
- slope stability analysis of the embankment cross section near Borings S-8 and S-9
- IBC seismic site class

**2.0 PROJECT INFORMATION**

**2.1 Project Description**

ITEM	DESCRIPTION
<b>Site layout</b>	See Appendix A, Exhibit A-2 Boring Location Diagram
<b>Project Background</b>	The Blackberry Creek Dam has long been a state-owned dam prior to a land transfer to the Yorkville Bristol Sanitary District (YBSD) that included the dam. As an impediment to fish passage in the Blackberry Creek watershed, the dam was targeted for removal by the Rock Island District, US Army Corps of Engineers (USACE) as part of their Illinois River Ecosystem Restoration 519 Project in conjunction with the Illinois Department of Natural Resources (IDNR). Recently, the west abutment of the 1834 vintage dam developed a large diagonal crack that has allowed movement of this abutment such that failure of the dam and city-owned bridge is imminent. The United City of Yorkville, the YBSD, and the IDNR have decided to expedite and proceed with removal of the dam for public safety and ecosystem benefits.

## 2.2 Site Location and Description

ITEM	DESCRIPTION
Location	The site is located along Blackberry Creek upstream of the Blackberry Creek Dam, which is just upstream of the River Road bridge over Blackberry Creek (approximately 700 feet upstream of the stream's confluence with the Fox River) in Yorkville, Illinois. The nearest address is 304 River Road, Yorkville, Illinois. The entire site is owned by the Yorkville-Bristol Sanitary District (YBSD).
Existing topography	A site topographic plan was not provided. Based on our observations, the site is relatively flat.

## 3.0 SUBSURFACE CONDITIONS

### 3.1 Typical Profile

Subsurface conditions at each boring location are described on the individual boring logs in Appendix A. The stratification boundaries shown on the boring logs represent the approximate depths where changes in material types occur. In-situ, transitions between material types can be more gradual. Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Description	Approximate Depth from Ground Surface to Bottom of Stratum	Material Encountered	Consistency/Density
Stratum 1 <sup>1</sup>	5 to 8 inches	Topsoil	N/A
Stratum 2 <sup>2</sup>	2 to 9 feet	Organic silt/clay with variable amounts of sand, gravel and roots	Very soft to medium stiff
Stratum 3 <sup>3</sup>	2 to 11 feet	Silty clay with sand, trace gravel	Very soft to hard
Stratum 4 <sup>4</sup>	9 to 11 feet	Sand and gravel with variable amounts of silt and clay	Loose to very dense
Stratum 5 <sup>5</sup>	Undetermined; extended to the boring termination depths (approximately 5 to 14 feet) at Borings E-1, E-2 and S-8 through S-11	Weathered limestone bedrock	N/A

1. Topsoil was encountered at the surface of Borings E-1 through E-4, S-10 and S-11.

2. Stratum 1 was encountered in Borings E-4 through E-7 and S-8 through S-11. The hand auger borings (Borings E-5, E-6 and E-7) were terminated in Stratum 1 at depths of about 2 to 2½ feet due to collapse of the borehole sidewalls.
3. Stratum 2 was encountered in Borings E-1 through E-4 and S-9.
4. Stratum 3 was encountered in Borings E-3, E-4, S-8, S-10 and S-11. Borings E-3 and E-4 were terminated in Stratum 3 at a depth of approximately 10 feet.
5. Borings E-1, E-2, and S-8 through S-11 were terminated upon encountering auger refusal in Stratum 4 at depths ranging from about 5 to 14 feet.

### 3.2 Water Level Observations

The borings were observed during and after the completion of drilling for the presence and level of water. The subsurface water levels observed at these times are indicated on the boring logs in Appendix A and are summarized in the following table.

Boring Number	Total Boring Depth (feet)	Observed Water Depth (feet) <sup>1</sup>	
		While Drilling	After Drilling
E-1	5	None	None
E-2	5½	None	None
E-3	10	5½	3
E-4	10	6½	3
E-5	2½	1	1
E-6	2½	1	1
E-7	2	1	1
S-8	13	6½	5½
S-9	14	6½	5½
S-10	11½	6½	2
S-11	11½	5	4

<sup>1</sup> Below existing grade

The absence of water at a boring location does not necessarily mean that the boring terminated above the groundwater table. A relatively longer period of time may be required for groundwater to develop and stabilize in a borehole. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Water levels may fluctuate due to seasonal variations in the amount of rainfall, runoff, Blackberry Creek level, and other factors not evident at the time the borings were performed.

Water level fluctuations (including the potential for flooding) should be considered when developing design and construction plans and specifications for the project.

## **4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION**

### **4.1 Geotechnical Considerations**

Organic clay soils and silty clay soils with high moisture contents were encountered within the upper few feet of the soil profile at the boring locations. Many of the soils also had lower strengths (as indicated by very soft to medium stiff consistencies). Soils with high organic contents, high moisture contents and lower strengths will be sensitive to disturbance from construction activities, particularly if further wetted by surface water or seepage. Therefore, subgrades will likely become unstable during construction operations. Some undercutting or stabilization of the subgrade should be anticipated to facilitate compaction of new engineered fill. The amount of stabilization required would be highly dependent upon weather conditions during construction and drainage measures implemented during mass grading and construction. Methods of subgrade stabilization are discussed in the “Earthwork” section of this report.

We expect that silty clay and sand soils removed from cut areas during site grading will be suitable for use as fill within the proposed embankment. However, the organic clays will likely not be suitable for use in embankments; these soils would have a higher potential for excessive settlement when placed in fill sections, and handling/compaction of these soils could be difficult due to the large amount of moisture they retain. The silty clay soils encountered at several boring locations had relatively high moisture contents. Although these soils would be suitable for use in fill sections, the standard Proctor optimum moisture content for silty clay soils is well below their current moisture contents. Therefore, significant drying (if weather conditions are favorable) will likely be required to dry the soils so they can be properly compacted in new fill sections. If weather conditions are unfavorable to allow scarification and drying of the soils, incorporation of a chemical modifier (such as lime or Class C fly ash) could be used to dry the soils and facilitate compaction.

### **4.2 Earthwork**

Earthwork on the project should be observed and evaluated by Terracon. Recommendations for site preparation, excavation, subgrade preparation and placement of engineered fill for the project are provided below.

#### **4.2.1 Site Preparation**

Vegetation, topsoil and any loose, soft, or otherwise unsuitable materials should be removed from proposed construction areas. Following removal of surface materials and prior to placing new engineered fill, the exposed soils should be observed and tested by Terracon. Where

practical, the exposed soils should be proofrolled. Proofrolling can be accomplished using a loaded tandem-axle dump truck with a gross weight of at least 25 tons, or similarly loaded equipment. Areas that display excessive deflection (pumping) or rutting during proofroll operations should be improved by scarification and compaction or by removal and replacement with an approved gradation of crushed stone aggregate or low plasticity cohesive soils. In areas where proofrolling is not practical, a Terracon representative should observe and test the subgrade.

### 4.2.3 Engineered Fill Material Requirements

Engineered fill should meet the following material property requirements:

Fill Type <sup>1</sup>	USCS Classification	Acceptable Location for Placement
Cohesive <sup>2,3</sup>	CL, CL-ML, CH, ML, MH	Embankments
Granular	GW, GP, GM, GC SW, SP, SM, SC	Embankments
Unsuitable	OL, OH, PT	Non-structural locations

1. Engineered fill should consist of approved materials that are free of debris. To achieve the assumed strength parameters assumed in our embankment slope stability analyses, we recommend that soils used as fill within the embankment have an organic content of 10 percent or less; soils with higher organic content could be used as fill to shape final grades outside the berm areas. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to Terracon for evaluation prior to use on this site.
2. Based on visual and tactile examination of recovered soil samples and the results of the laboratory tests, the on-site silty clay and sand soils (except for the organic soils) would meet the criteria for engineered fill. However, any organic materials, rock fragments larger than 3 inches, and other unsuitable materials should be removed prior to use of the existing fill materials in new fill sections.

### 4.2.3 Fill Placement and Compaction Requirements

Item	Description
<b>Fill Lift Thickness</b>	9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used. 4 to 6 inches in loose thickness when hand-guided equipment (i.e., a jumping jack or plate compactor) is used.
<b>Minimum Compaction Requirement <sup>1,2</sup> Embankments</b>	95% of the material's standard Proctor maximum dry density (ASTM D 1557)
<b>Moisture Content of Cohesive Soil</b>	-2% to +3% of standard Proctor optimum (ASTM D 1557)

Item	Description
<b>Moisture Content of Granular Material</b> <sup>3</sup>	Workable moisture levels

1. We recommend that each lift of fill be tested by Terracon for moisture content and compaction prior to the placement of additional fill or concrete. If the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
2. If granular material is a coarse sand or gravel, is of a uniform size, or has a low fines content, compaction comparison to relative density (ASTM D 4253/4254) may be more appropriate.
3. The gradation of a granular material affects its stability and the moisture content required for proper compaction. Moisture levels should be maintained to achieve compaction without bulking during placement or pumping when proofrolled.

#### **4.2.4 Earthwork Construction Considerations**

Terracon should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation, proofrolling, placement and compaction of compacted engineered fills, backfilling of excavations, and just prior to construction of building floor slabs.

Organic clay soils and silty clay soils with high moisture contents were encountered within the upper few feet of the soil profile at the boring locations. Many of the soils also had lower strengths (as indicated by very soft to medium stiff consistencies). Soils with high organic contents, high moisture contents and lower strengths will be sensitive to disturbance from construction activities, particularly if further wetted by surface water or seepage. Therefore, subgrades will likely become unstable during construction operations. The amount of stabilization required would be highly dependent upon weather conditions during construction and drainage measures implemented during mass grading and construction.

Some means of subgrade stabilization may be required to facilitate construction. In general (weather permitting), scarifying, drying and recompacting the exposed subgrades is expected to be the most economical means of improving these soils prior to placing new fill. However, this option is typically less effective where soft/wet soils are thicker than about one foot, and this method is also dependent on weather conditions. Alternatives for subgrade stabilization could include undercutting unsuitable (wet, low strength, and/or disturbed) soils followed by the addition of crushed stone aggregate (typically on the order of 12 to 18 inches) to improve subgrade stability, or the incorporation of a chemical additive such as lime, Class C fly ash or portland cement. It should be noted that chemical stabilization may not be effective in soils with a significant organic content. A geosynthetic (i.e., a geogrid or high-modulus geotextile) overlain with crushed stone could be used in some areas to reduce undercut depths and to develop stable subgrades for fill placement or new construction. The need for stabilization and most appropriate type of stabilization will be dependent upon soil, groundwater and weather conditions, as well as

## Geotechnical Engineering Report

Blackberry Creek Dam Removal ■ Yorkville, Illinois  
June 15, 2012 ■ Terracon Project No. 11125016



the proposed grading plan, the construction schedule and methods of construction that will be used. Terracon should be retained during construction to help provide recommendations as needed.

Since the proposed embankment construction area is near the existing river level, and relatively shallow groundwater levels were encountered in the borings, seepage should be expected during excavation and site grading for this project. The contractor is responsible for employing appropriate dewatering methods to control seepage and facilitate construction. In our experience, dewatering of excavations in clay soils can typically be accomplished using sump pits and pumps. Where sand layers are encountered, a more extensive dewatering system will likely be required.

Care should be taken to avoid disturbance of prepared subgrades. Unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. New fill compacted above optimum moisture content or that accumulates water during construction can also become disturbed under construction equipment. Construction traffic over the completed subgrade should be avoided to the extent practical. If the subgrade becomes saturated, desiccated, or disturbed, the affected materials should either be scarified and compacted or be removed and replaced. Subgrades should be observed and tested by Terracon prior to construction of slabs.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, state, and federal safety regulations. The contractor should be aware that slope height, slope inclination, and excavation depth should in no instance exceed those specified by these safety regulations. Flatter slopes than those dictated by these regulations may be required depending upon the soil conditions encountered and other external factors. These regulations are strictly enforced and if they are not followed, the owner, contractor, and/or earthwork and utility subcontractor could be liable and subject to substantial penalties. Under no circumstances should the information provided in this report be interpreted to mean that Terracon is responsible for construction site safety or the contractor's activities. Construction site safety is the sole responsibility of the contractor who shall also be solely responsible for the means, methods, and sequencing of the construction operations.

During construction, grades should be developed to direct surface water flow away from or around the site. Exposed subgrades should be sloped to provide positive drainage so that saturation of subgrades is avoided. Surface water should not be permitted to accumulate on the site.

### 4.3 Slope Stability Analysis – Proposed Embankment

Terracon performed a limited slope stability analyses of the proposed embankment cross section planned near Borings S-8 and S-9 (northwest of the existing dam, along the south/west bank of Blackberry Creek). The stability analyses were based on the planned embankment and channel configuration shown on the cross section provided by IDNR plans and on a generalized subsurface soil stratigraphy from the attached boring logs. A maximum embankment height of 5½ feet was indicated on the cross section.

We used the computer program Slide 5.0 to perform the analyses. The parameters assigned to the soil layers are indicated on Exhibit C-4. In our experience, a minimum slope stability safety factor of 1.3 is commonly considered acceptable for the type of project proposed for this site. The stability analysis resulted in safety factors greater than 1.3. The Slide 5.0 program allowed us to analyze hundreds of potential failure surfaces based on the soil stratigraphy and proposed embankment/channel topography. Exhibit C-4 shows the cross section with the lowest calculated minimum safety factor (1.75). It should be noted that slopes steeper than about 3:1 are generally difficult to maintain.

### 4.4 Seismic Site Class

Code	Site Class
2009 International Building Code (IBC) <sup>1</sup>	C

1. In general accordance with Table 1613.5.2 of the IBC.
2. The 2009 IBC requires a site soil profile determination extending a depth of 100 feet for seismic site classification. The maximum depth explored during our subsurface exploration was approximately 13 feet, with most of the borings terminating upon encountering auger refusal in weathered limestone bedrock. Based on the conditions encountered at the boring locations and the information presented in IBC Section 1613.5.2, Site Class C is recommended for design of the proposed project at this site. We can perform deeper borings and/or a site-specific seismic evaluation using geophysical methods to provide additional information on seismic site class, upon request.

## 5.0 LIMITED ENVIRONMENTAL ANALYTICAL EVALUATION

### 5.1 Subsurface Sampling and Testing

During the geotechnical investigation, a Terracon environmental professional screened soil samples collected from a total of seven environmental borings. Soil samples were screened with a photo-ionization detector (PID), calibrated with isobutylene, to identify the relative

presence/absence of volatile organic compounds (VOCs) in the soil sample headspace. A portion of the soil from each sample interval was placed into a sealed plastic bag and allowed to stabilize for 20 minutes. After 20 minutes, the PID was inserted into the bag to evaluate if VOCs were present in the sample headspace. Field screening indicated PID measurements generally less than 5 parts per million (ppm), which was identified within the surficial soil (0-0.5 ft) at boring E-7 located along the northern bank of Blackberry Creek. Specific PID readings at each boring location are provided on the boring logs.

Soil samples were collected for analytical testing from four of the seven environmental boring locations. Samples were selected for analytical testing based on the highest detected PID readings in the borehole or, if PID readings were below 1 ppm, above the water table. The soil samples were placed in laboratory supplied glassware and transported on ice to First Environmental Laboratories of Naperville, Illinois under standard Chain-of-Custody procedures for analysis. Samples were submitted for Target Compound List (TCL) constituents outlined in Title 35 of the Illinois Administrative Code (IAC) Section Part 740 Appendix A including Volatile Organic Compounds (VOCs), Semivolatile Organic Compounds (SVOCs), Pesticides and Inorganics. Soil analytical results are provided in Appendix B (Exhibit B-3).

## **5.2 Analytical Laboratory Results**

Analytical results from the soil sampling were compared to Illinois Environmental Protection Agency Soil Remediation Objectives (SROs) outlined in the Tiered Approach to Corrective Action (TACO). Results of the evaluation indicate that concentrations of VOC, SVOC and Pesticide constituents were not identified above their respective method detection limits. Inorganic constituents detected were identified at concentrations below the Tier 1 SROs.

## **6.0 GENERAL COMMENTS**

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, embankment construction and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

## **Geotechnical Engineering Report**

Blackberry Creek Dam Removal ■ Yorkville, Illinois  
June 15, 2012 ■ Terracon Project No. 11125016



This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

**APPENDIX A**  
**FIELD EXPLORATION**

## Geotechnical Engineering Report

Blackberry Creek Dam Removal ■ Yorkville, Illinois  
June 15, 2012 ■ Terracon Project No. 11125016



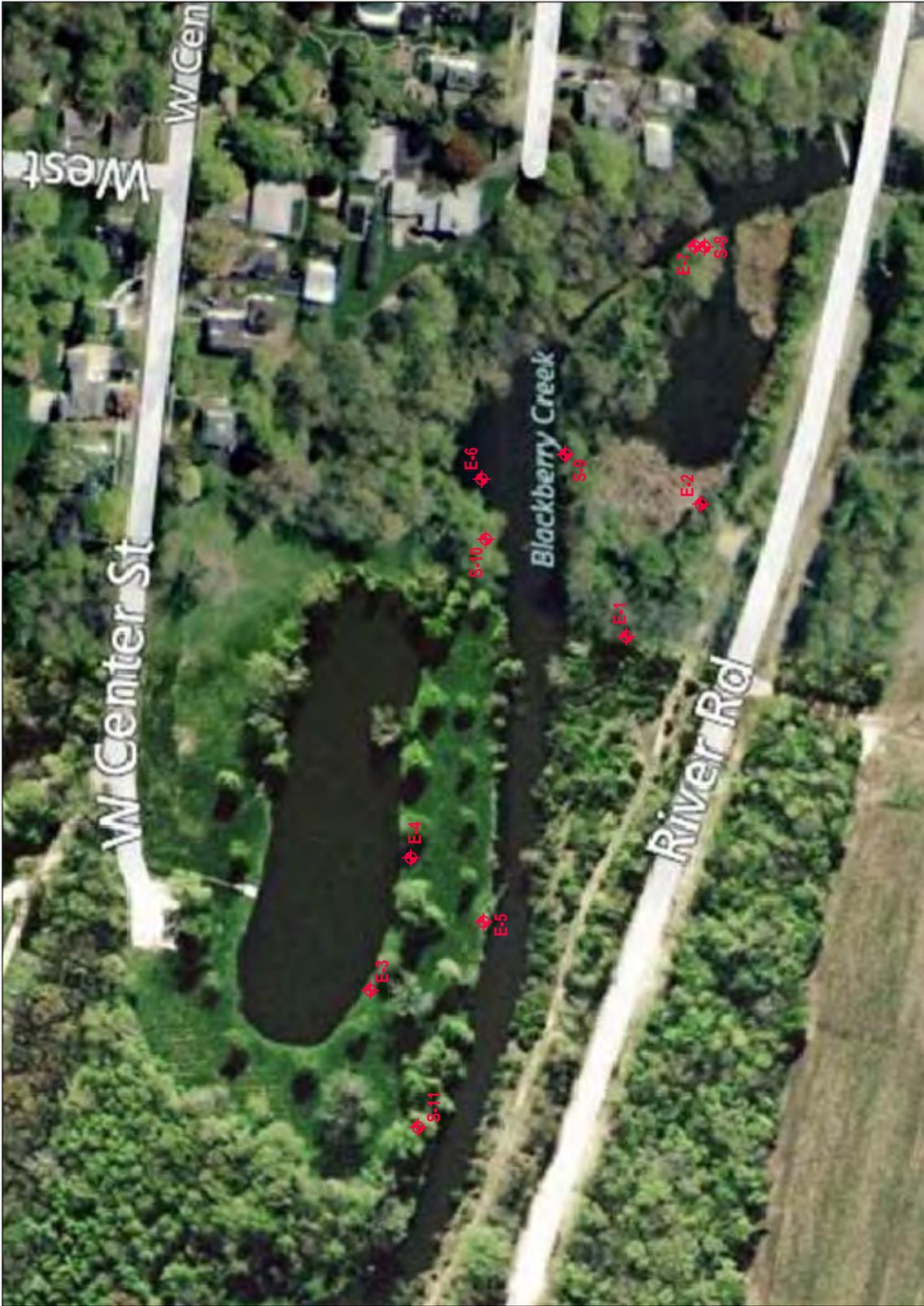
### Field Exploration Description

The borings were drilled near the locations indicated on the attached Boring Location Plan (Exhibit A-2). As noted in Terracon's proposal no. P11120095, dated February 24, 2012, boring locations shown within the creek were actually performed as close as possible to the indicated locations, along the edges of the creek.

Terracon personnel laid out the borings in the field by estimating distances and right angles from available reference features. The locations of the borings should be considered accurate only to the degree implied by these methods. Following completion of our fieldwork, the boring locations and elevations were surveyed by others, and the client provided this information to Terracon.

Borings E-5 through E-7 were drilled with a hand auger, and soil samples were obtained from the auger cuttings at approximately 6-inch depth intervals. Borings E-1 through E-4 and S-8 through S-11 were drilled with a track-mounted, rotary drill rig using continuous flight, hollow-stemmed augers to advance the boreholes. The soil samples from the environmental borings (E-1 to E-7) were screened in the field with a photo-ionization detector (PID) to estimate the presence of volatile organic compounds, and the PID results are indicated on the boring logs. For the borings performed with the drill rig, soil samples were obtained using both thin-walled tube and split-barrel sampling procedures. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge is pushed hydraulically into the ground to obtain samples of cohesive or moderately cohesive soils. In the split-barrel sampling procedure, a standard 2-inch (outside diameter) split-barrel sampling spoon is driven into the ground with a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. These values, also referred to as SPT N-values, are an indication of soil strength and are provided on the boring logs at the depths of occurrence. The samples were sealed and transported to the laboratory for testing and classification.

The drill crew prepared a field log of each boring. These logs included visual classifications of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples. The boring logs included with this report represent the engineer's interpretation of the field logs and include modifications based on laboratory observation and tests of the samples.



**LEGEND**



APPROXIMATE BORING  
LOCATION

Project Mgr:	KCB
Drawn By:	MRF
Checked By:	KCB
Approved By:	KCB

Project No.	11125016
Scale:	AS SHOWN
File No.	GEO11125016-2a
Date:	JUNE 2012

**Terracon**  
Consulting Engineers and Scientists

135 Ambassador Drive  
Naperville, Illinois 60540  
(630) 717-4263

1106 60540  
(630) 357-9489

**BORING LOCATION DIAGRAM**  
**GEOTECHNICAL ENGINEERING REPORT**  
**BLACKBERRY CREEK DAM REMOVAL**  
 NORTH OF RIVER ROAD & WEST OF KING STREET  
 YORKVILLE, ILLINOIS

**EXHIBIT**  
**A-2**

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

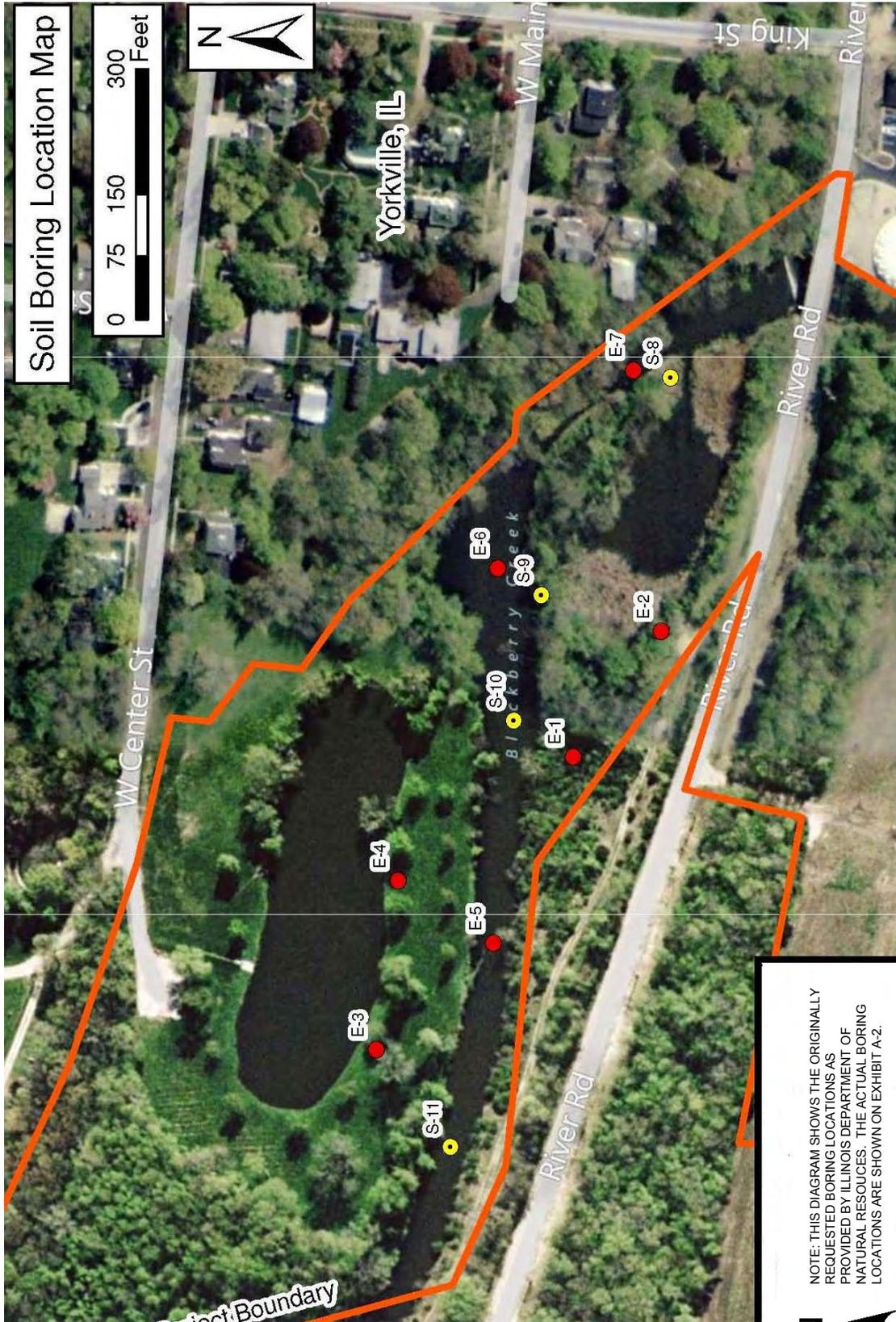


EXHIBIT  
**A-3**

**ORIGINALLY REQUESTED BORING LOCATIONS**  
 BLACKBERRY CREEK DAM REMOVAL  
 NORTH OF RIVER ROAD & WEST OF KING STREET  
 YORKVILLE, ILLINOIS

**Terracon**  
 Consulting Engineers & Scientists  
 135 Ambassador Drive Naperville, Illinois 60540  
 PH. (630) 717-4263 FAX. (630) 357-9489

Project No.	11125016
Scale:	N.T.S.
File Name:	11125016_EXA-3
Date:	June 2012

Project Manager:	KCB
Drawn by:	KCB
Checked by:	MER
Approved by:	KCB

NOTE: THIS DIAGRAM SHOWS THE ORIGINALLY REQUESTED BORING LOCATIONS AS PROVIDED BY ILLINOIS DEPARTMENT OF NATURAL RESOURCES. THE ACTUAL BORING LOCATIONS ARE SHOWN ON EXHIBIT A-2.



# LOG OF BORING NO. E-1

CLIENT <b>Illinois Department of Natural Resources</b>					PROJECT <b>Blackberry Creek Dam Removal</b>																	
SITE <b>North of River Road &amp; West of Yorkville, Illinois</b>					PROJECT <b>Blackberry Creek Dam Removal</b>																	
GRAPHIC LOG	DESCRIPTION				DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS											
	Approx. Surface Elev.: 586.054 ft						NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	PID (ppm)								
	0.5 <b>Approx. 6" Topsoil</b> <b><u>SILTY CLAY WITH SAND, TRACE GRAVEL</u></b> , light brown, stiff to hard														GL-ML 1	SS	2	14	8		4000**	***ND
															GL-ML 2	SS	8	50/2"	11		9000+*	***ND
5 <b>BOTTOM OF BORING</b>  Practical Auger Refusal on apparent weathered limestone at about 5 feet.  ***ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).					HS																	
				GL-ML 3	SS	5	50/2"	10		9000+*	***ND											
				5		HS																

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	∇ NONE	WD	∇ NONE AB
WL	∇		∇
WL	Exhibit A-4		



BORING STARTED		3-27-12	
BORING COMPLETED		3-27-12	
RIG	68	FOREMAN	JA
APPROVED	KCB	JOB #	11125016

BORE1 11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. E-2

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
			NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	PID (ppm)
Approx. Surface Elev.: 584.733 ft										
0.5	584	CL-ML	1	SS	16	9	20 16	3000*	***ND	
<b>Approx. 6" Topsoil</b> <b><u>SILTY CLAY WITH SAND, TRACE GRAVEL</u></b> , light brown, stiff to hard										
		CL-ML	2	SS	13	68	9	9000+*	1.0	
		CL-ML	3	SS HS	2	50/5"	11	9000+*	1.6	
5.5	579	BOTTOM OF BORING								
Practical Auger Refusal on apparent weathered limestone at about 5½ feet.										
***ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).										

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ NONE	WD	▽ NONE
		AB	
WL	▽		▽
WL	Exhibit A-5		



BORING STARTED	3-27-12
BORING COMPLETED	3-27-12
RIG	68
FOREMAN	JA
APPROVED	KCB
JOB #	11125016

BORE1 11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. E-3

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			PID (ppm)
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
Approx. Surface Elev.: 584.726 ft											
0.4	<b>Approx. 5" Topsoil</b> <b>SILTY CLAY, TRACE SAND, GRAVEL AND ORGANICS</b> , dark brown/dark gray, very soft to stiff	584.5	CL-ML	1	SS	12	14	24			***ND
	▼			2	SS	NR	4				
			CL-ML	3	SS	14	6	28	<500*		***ND
5.5		579	SM								
6	<b>SILTY FINE TO MEDIUM SAND, TRACE GRAVEL</b> , gray, loose <b>SANDY FINE TO COARSE GRAVEL, WITH SILT AND CLAY</b> , brown and gray, medium dense	578.5	GP-GM	4	SS	11	11	19			***ND
			GP-GM	5	SS	11	18	10			***ND
10		574.5									
BOTTOM OF BORING											
***ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).											

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▼ 5.5	WD	▼ 3 AB
WL	▼	WD	▼
WL	Exhibit A-6		



BORING STARTED	3-27-12
BORING COMPLETED	3-27-12
RIG	68 FOREMAN JA
APPROVED	KCB JOB # 11125016

BORE1 11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. E-4

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
			NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	PID (ppm)
Approx. Surface Elev.: 584.881 ft										
0.4	584.5	CL-ML	1	SS	16	6	23		2000*	***ND
<b>Approx. 5" Topsoil</b> <b>SILTY CLAY, TRACE SAND GRAVEL AND ORGANICS</b> , dark brown, medium stiff										
2	583	OL/OH	2	SS	10	4	53		<500*	***ND
<b>ORGANIC CLAY, TRACE SAND, GRAVEL AND ROOTS</b> , dark brown/dark gray, very soft to medium stiff										
		OL/OH	3	SS	11	5	31		<500*	***ND
6.5	578.5	GP	4	SS	1	23	5			***ND
<b>GRAVELLY FINE TO COARSE SAND, WITH SILT</b> , brown and gray, medium dense										
		SP-SM	5	SS	11	23	12			***ND
10	575									
BOTTOM OF BORING  ***ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).										

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 6.5	WD	▽ 3 AB
WL	▽	WD	▽
WL	Exhibit A-7		



BORING STARTED	3-27-12
BORING COMPLETED	3-27-12
RIG	68 FOREMAN JA
APPROVED	KCB JOB # 11125016

BORE1\_11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. E-5

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 583.576 ft									
2.5	<p><b><u>ORGANIC SILT/CLAY, TRACE SAND, GRAVEL AND ROOTS, OCCASIONAL SAND SEAMS</u></b>, dark brown/dark gray ▼</p> <p>trace shells</p>	581		OL/OH 1	HA			43		2.7
				OL/OH 2	HA			73		3.6
				OL/OH 3	HA			63		2.4
				OL/OH 4	HA			73		1.6
				OL/OH 5	HA			56		1.4
	<p><b>BOTTOM OF BORING</b></p> <p>Boring terminated at about 2½ feet due to collapse of borehole sidewalls.</p> <p>***ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).</p>									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▼ 1	WD	▼ 1 AB
WL	▼	WD	▼
WL	Exhibit A-8		



BORING STARTED	3-27-12
BORING COMPLETED	3-27-12
RIG	68 FOREMAN JA
APPROVED	KCB JOB # 11125016

BORE1\_11125016.GPJ TERRACON.GDT 6/18/12



# LOG OF BORING NO. E-7

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
	Approx. Surface Elev.: 581.838 ft									
2	<u><b>ORGANIC SILT/CLAY, TRACE SAND, GRAVEL AND ROOTS, OCCASIONAL SAND SEAMS</b></u> , dark brown/dark gray ▼	580		OL/OH 1	HA			53		5.0
				OL/OH 2	HA			80		***ND
				OL/OH 3	HA			81		1.7
				OL/OH 4	HA			78		***ND
	BOTTOM OF BORING  Boring terminated at about 2 feet due to collapse of borehole sidewalls.  ***ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▼ 1	WD	▼ 1 AB
WL	▼	WD	▼
WL	Exhibit A-10		



BORING STARTED		3-27-12	
BORING COMPLETED		3-27-12	
RIG	68	FOREMAN	JA
APPROVED	KCB	JOB #	11125016

BORE1 11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. S-8

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	ORGANIC CONTENT, %
Approx. Surface Elev.: 583.280 ft											
9	<b><u>ORGANIC CLAY, TRACE SAND, GRAVEL AND ROOTS</u></b> , dark brown/dark gray, very soft to medium stiff	5	OL/OH	1	ST	9		63		500*	4.8
								72	53	1000*	8.3
								71		<500*	
	Sample 4: with sand seams							83		<500*	
9		5						66		<500*	
11	<b><u>SILTY SAND WITH GRAVEL</u></b> , dark brown to gray, loose	10	SM								
11					HS						
13	<b><u>WEATHERED LIMESTONE</u></b> ***, light brown/light gray										
13											
BOTTOM OF BORING Practical Auger Refusal at about 13 feet.											
***Classification of rock materials based on drilling characteristics and observation of disturbed samples. Core samples and petrographic analysis may indicate other rock types.											

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 6.5	WD	▽ 5.5
		AB	
WL	▽	WL	▽
WL	Exhibit A-11		



BORING STARTED	3-27-12
BORING COMPLETED	3-27-12
RIG	68
FOREMAN	JA
APPROVED	KCB
JOB #	11125016

BORE1 11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. S-9

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG  
  
DESCRIPTION  
  
Approx. Surface Elev.: 584.249 ft

DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
		NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	ORGANIC CONTENT, %
	OL/OH	1	ST	12		42	66	<500*	4.8
	OL/OH	2	ST	14		59	60	1000*	8.6
	OL/OH	3	ST	19		63		<500*	
5	CL-ML						95	1000*	
	CL-ML	4	SS	18	4	25			
	CL-ML	5	SS	16	4	22		<500*	
10			HS						
		6	SS	NR	50/1"				
			HS						

**ORGANIC CLAY, TRACE SAND, GRAVEL AND ROOTS**, dark brown/dark gray, very soft to medium stiff

5.5 ▼ 578.5

**SILTY CLAY WITH SAND, TRACE GRAVEL**, dark gray to brown/gray, very soft to medium stiff

11 ▽

**WEATHERED LIMESTONE \*\*\***, light brown/light gray

14 573

BOTTOM OF BORING

Practical Auger Refusal at about 14 feet.

\*\*\*Classification of rock materials based on drilling characteristics and observation of disturbed samples. Core samples and petrographic analysis may indicate other rock types.

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual. \*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 6.5	WD	▽ 5.5 AB
WL	▽	WD	▽
WL	Exhibit A-12		



BORING STARTED	3-27-12		
BORING COMPLETED	3-27-12		
RIG	68	FOREMAN	JA
APPROVED	KCB	JOB #	11125016

BORE1\_11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. S-10

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

DESCRIPTION

Approx. Surface Elev.: 582.812 ft

DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS		
		NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, pcf
0.7		1	SS	NR	4			
		2	SS	18	WOH	78		<500*
4		3	SS	22	2	36		<500*
6.5		4	SS	11	24	30		
9		5	SS	NR AS HS	50/0"	26		

**Approx. 8" Topsoil**  
ORGANIC CLAY, TRACE SAND, GRAVEL AND ROOTS, dark brown/dark gray, soft to very soft

**SILTY CLAY, TRACE SAND, GRAVEL AND ORGANICS**, dark brown/dark gray, soft to very soft

**SILTY FINE TO COARSE SAND, WITH GRAVEL**, gray/brown, medium dense to very dense  
Sample 5: sampler refusal; no sample recovery, obtained auger sample

**WEATHERED LIMESTONE \*\*\***, light brown/light gray

**BOTTOM OF BORING**

Practical Auger Refusal at about 11½ feet.

\*\*\*Classification of rock materials based on drilling characteristics and observation of disturbed samples. Core samples and petrographic analysis may indicate other rock types.

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual. \*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 6.5	WD	▽ 2 AB
WL	▽	WD	▽
WL	Exhibit A-13		



BORING STARTED	3-27-12		
BORING COMPLETED	3-27-12		
RIG	68	FOREMAN	JA
APPROVED	KCB	JOB #	11125016

BORE1 11125016.GPJ TERRACON.GDT 6/18/12

# LOG OF BORING NO. S-11

CLIENT  
**Illinois Department of Natural Resources**

SITE  
**North of River Road & West of Yorkville, Illinois**

PROJECT  
**Blackberry Creek Dam Removal**

GRAPHIC LOG

DESCRIPTION

Approx. Surface Elev.: 584.678 ft

DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS		
		NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf
0.7		1	SS	10	6	32	1000*	
	OL/OH							
	OL/OH	2	SS	8	5	30	420	
	OL/OH	3	SS	14	5	48	1000*	
5.5								
6	SP-SM					21		
	SM	4	SS	10	13	20		
		5	SS HS	NR	50/1"			
9								
11.5								

**Approx. 8" Topsoil**  
ORGANIC CLAY, TRACE SAND, GRAVEL AND ROOTS, dark brown/dark gray, very soft to medium stiff

5.5

**FINE TO MEDIUM SAND, WITH SILT**, brown  
SILTY SAND, TRACE GRAVEL, dark gray/brown, medium dense to very dense

9

**WEATHERED LIMESTONE \*\*\***, light brown/light gray

**BOTTOM OF BORING**

Practical Auger Refusal at about 11½ feet.

\*\*\*Classification of rock materials based on drilling characteristics and observation of disturbed samples. Core samples and petrographic analysis may indicate other rock types.

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

\*Pocket Penetrometer  
\*\*140 Lbs Automatic SPT Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 5	WD	▽ 4 AB
WL	▽	WD	▽
WL	Exhibit A-14		



BORING STARTED	3-27-12
BORING COMPLETED	3-27-12
RIG	68 FOREMAN JA
APPROVED	KCB JOB # 11125016

BOREI\_11125016.GPJ TERRACON.GDT 6/18/12

**APPENDIX B**  
**LABORATORY TESTING**

## Geotechnical Engineering Report

Blackberry Creek Dam Removal ■ Yorkville, Illinois  
June 15, 2012 ■ Terracon Project No. 11125016



### Laboratory Testing

The soil samples obtained from the borings were tested in the laboratory to measure their natural water contents. A pocket penetrometer was used to help estimate the approximate unconfined compressive strength of selected native cohesive samples. Organic content tests were performed on selected samples. These test results are provided on the boring logs in Appendix A. Consolidated undrained (CU) triaxial shear tests were performed on samples from Borings S-8 and S-9. These test results are provided as Exhibit B-2.

The soil samples were classified in the laboratory based on visual observation, texture, plasticity, and the limited laboratory testing described above. The soil descriptions presented on the boring logs for native soils are in accordance with the enclosed General Notes (Exhibit C-1) and Unified Soil Classification System (USCS). The estimated USCS group symbols for native soils are shown on the boring logs, and a brief description of the USCS (Exhibit C-3) is included with this report.

The rock materials encountered in the borings were classified in accordance with the appended General Notes – Sedimentary Rock Classification (Exhibit C-2) on the basis of drilling characteristics and observation of disturbed samples and core samples. Petrographic analysis may indicate other rock types.

**Terracon**

**Consolidated Undrained Triaxial Test (ASTM D4767)**

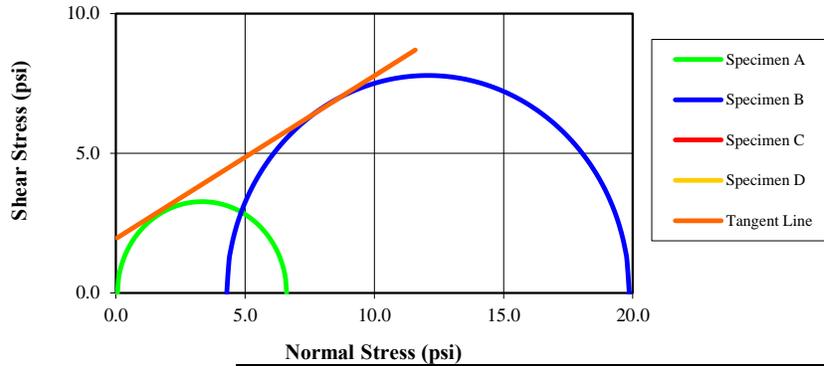
Date: 4/25/2012

Checked By: KCB

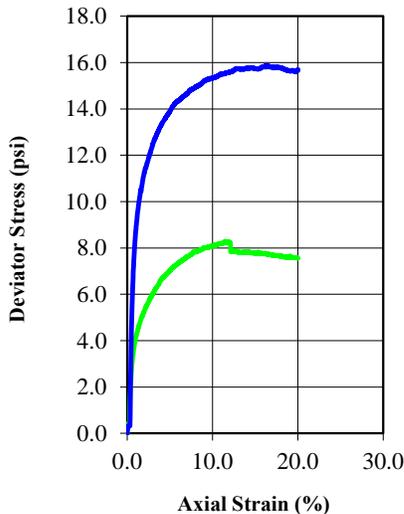
Date: 4/25/2012

Tested By: Pradip Tailor

**Mohr Stress Circles at Maximum Principal Stress Ratio Criterion**



**Deviator Stress Vs. Axial Strain**



	Specimen				
	Initial	A	B	C	D
Water Content (%)	30.9	62.0			
Dry Density (pcf)	84.9	60.9			
Saturation (%)	91.98	99.12			
Void Ratio	0.834	1.559			
Diameter (in)	2.813	2.757			
Height (in)	5.458	5.754			
Specific Gravity	2.50	2.50			
Liquid Limit	N/A	61			
Plastic Limit	N/A	43			
	A	B	C	D	
After Consolidation					
B-Value	0.97	0.99			
Water Content (%)	30.2	48.7			
Dry Density (pcf)	87.05	60.53			
Saturation (%)	100.00	100.00			
Void Ratio	0.793	1.578			
Effective Stress (psi)	4.3	19.7			
Back Press. (psi)	50.7	50.3			
Rate of Strain	0.00102	0.00102			

Maximum Principal Stress Ratio Criterion		After Shear			
		A	B	C	D
C (psi)	1.7	$\sigma'1$ at Failure (psi)	6.60	19.86	
$\phi$ (deg)	12.8	$\sigma'3$ at Failure (psi)	0.06	4.29	

<b>Project:</b>	Blackberry Creek Restoration Project			
<b>Location:</b>	Yorkville, Illinois			
<b>Project Number:</b>	11125016	Failure Photographs		
<b>Boring Number:</b>	B-8 & B-9			
<b>Sample Number:</b>	Sample 3			
<b>Depth:</b>	4'-6'			
<b>Sample Type:</b>	Undisturbed			
<b>Description:</b>	Organic Clay, Trace sand			
<b>Test Type</b>	Consolidated Undrained			
<b>Remarks</b>				

**Table 1**  
**Summary of Analytical Laboratory Results**  
**Blackberry Creek - Terracon Project No. 11125016**

Sample Location/Identification Sample Depth (feet)	Date Collected	E-2 2-4	E-4 2-4	E-5 0.5-1.0	E-6 0.0-0.5	E-7 0.0-0.5	Tier 1 Soil Remediation Objectives for Residential Properties				Tier 1 Soil Remediation Objectives for Industrial/Commercial Properties				Soil Component of the Groundwater Ingestion Route Values	
							Occupants		Construction Workers		Occupants		Construction Workers		Class I	Class II
							Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation		
<b>Volatile Organic Analytical Parameters</b>																
74-87-3	Chloromethane	0.01	0.01	0.01	0.01	0.01	310	110	1.1	8200	170	820	1.1	0.14	0.68	
74-83-9	Bromomethane	0.01	0.01	0.01	0.01	0.01	110	10	3.9	2900	15	1000	3.9	0.2	1.2	
75-01-4	Vinyl Chloride	0.01	0.01	0.01	0.01	0.01	0.46	0.28	---	7.9	1.1	170	1.1	0.01	0.07	
75-00-3	Chloroethane	0.01	0.01	0.01	0.01	0.01	31000	1500	94	820000	1500	82000	94	15	70	
75-09-2	Methylene Chloride	0.02	0.02	0.02	0.02	0.02	85	13	---	760	24	12000	34	0.02	0.2	
67-64-1	Acetone	0.1	0.1	0.1	0.1	0.1	70000	100000	---	---	100000	---	100000	25	25	
75-15-0	Carbon Disulfide	0.005	0.005	0.005	0.005	0.005	7800	720	9	200000	720	20000	9	32	160	
75-35-4	1,1-Dichloroethane	0.005	0.005	0.005	0.005	0.005	3900	290	3	100000	470	10000	3	0.06	0.3	
75-34-3	1,1-Dichloroethane	0.005	0.005	0.005	0.005	0.005	7800	1300	130	200000	1700	200000	130	23	110	
156-59-2	cis-1,2-Dichloroethane	0.005	0.005	0.005	0.005	0.005	780	1200	---	20000	1200	20000	---	0.4	1.1	
156-60-5	trans-1,2-Dichloroethane	0.005	0.005	0.005	0.005	0.005	1600	3100	---	41000	3100	41000	---	0.7	3.4	
67-66-3	Chloroform	0.005	0.005	0.005	0.005	0.005	100	0.3	---	940	0.54	2000	0.76	0.6	2.9	
107-06-2	1,2-Dichloroethane	0.005	0.005	0.005	0.005	0.005	7	0.4	---	63	0.7	1400	0.99	0.02	0.1	
78-99-3	2-Butanone	0.1	0.1	0.1	0.1	0.1	47000	25000	710	1000000	25000	120000	710	17	17	
71-55-6	1,1,1-Trichloroethane	0.005	0.005	0.005	0.005	0.005	---	1200	---	---	1200	---	1200	2	9.6	
56-23-5	Carbon Tetrachloride	0.005	0.005	0.005	0.005	0.005	5	0.3	---	44	0.64	410	0.9	0.07	0.33	
75-27-4	Bromodichloromethane	0.005	0.005	0.005	0.005	0.005	10	3000	---	92	3000	2000	3000	0.6	0.6	
78-87-5	1,2-Dichloropropane	0.005	0.005	0.005	0.005	0.005	9	15	0.5	84	23	1800	0.5	0.03	0.15	
542-75-6	1,3-Dichloropropane (cis + trans)	0.004	0.004	0.004	0.004	0.004	6.4	1.1	0.39	57	2.1	1200	0.39	0.004	0.02	
79-01-6	Trichloroethene	0.005	0.005	0.005	0.005	0.005	58	5	---	520	8.9	1200	12	0.06	0.3	
124-48-1	Dibromochloromethane	0.005	0.005	0.005	0.005	0.005	1600	1300	---	41000	1300	41000	1300	0.4	0.4	
79-00-5	1,1,2-Trichloroethane	0.005	0.005	0.005	0.005	0.005	310	1800	---	8200	1800	8200	1800	0.02	0.3	
71-43-2	Benzene	0.005	0.005	0.005	0.005	0.005	12	0.8	---	100	1.6	2300	2.2	0.03	0.17	
75-25-2	Bromoform	0.005	0.005	0.005	0.005	0.005	81	53	---	720	100	16000	140	0.8	0.8	
1634-04-4	Methyl Tertiary-Butyl Ether	0.005	0.005	0.005	0.005	0.005	780	8800	140	20000	8800	2000	140	0.32	0.32	
108-10-1	4-Methyl-2-pentanone	0.01	0.01	0.01	0.01	0.01	---	3100	340	---	3100	---	340	---	---	
591-78-6	2-Hexanone	0.01	0.01	0.01	0.01	0.01	3100	70	0.72	82000	110	8200	0.72	1.3	1.3	
127-18-4	Tetrachloroethene	0.005	0.005	0.005	0.005	0.005	12	11	---	110	20	2400	28	0.06	0.3	
108-88-3	Toluene	0.005	0.005	0.005	0.005	0.005	16000	650	42	410000	650	410000	42	12	29	
79-34-5	1,1,2,2-Tetrachloroethane	0.005	0.005	0.005	0.005	0.005	4700	2000	---	120000	2000	120000	2000	3.3	3.3	
108-90-7	Chlorobenzene	0.005	0.005	0.005	0.005	0.005	1600	130	1.3	41000	210	41000	1.3	6.5	6.5	
100-41-4	Ethylbenzene	0.005	0.005	0.005	0.005	0.005	7800	400	58	200000	400	200000	58	13	19	
100-42-5	Styrene	0.005	0.005	0.005	0.005	0.005	16000	1500	430	410000	1500	410000	430	4	18	
8026-09-3	Xylenes (total)	0.005	0.005	0.005	0.005	0.005	16000	320	5.6	410000	320	410000	5.6	150	150	
<b>Semivolatile Organic Analytical Parameters</b>																
108-95-2	Phenol	0.33	0.33	0.33	0.33	0.33	23000	---	---	610000	---	61000	---	100	100	
111-44-4	bis(2-Chloroethyl) ether	0.33	0.33	0.33	0.33	0.33	0.6	0.2	---	5	0.47	75	0.66	0.0004	0.0004	
95-57-8	2-Chlorophenol	0.33	0.33	0.33	0.33	0.33	390	53000	---	10000	53000	10000	53000	4	4	
95-50-1	1,2-Dichlorobenzene	0.33	0.33	0.33	0.33	0.33	7000	560	310	180000	560	180000	310	17	43	
541-73-1	1,3-Dichlorobenzene	0.33	0.33	0.33	0.33	0.33	70	570	---	1800	570	180	570	0.2	1	
106-46-7	1,4-Dichlorobenzene	0.33	0.33	0.33	0.33	0.33	---	11000	340	---	17000	---	340	2	11	
95-48-7	2-Methylphenol	0.33	0.33	0.33	0.33	0.33	3900	---	---	100000	---	100000	---	15	15	
108-60-1	2,2'-oxybis (1-chloropropane)	0.33	0.33	0.33	0.33	0.33	3100	1300	---	82000	1300	82000	1300	2.4	2.4	
84989-04-8	4-Methylphenol	0.33	0.33	0.33	0.33	0.33	390	---	---	10000	---	10000	---	0.2	0.2	
621-64-7	N-Nitroso-di-n-propylamine	0.09	0.09	0.09	0.09	0.09	0.09	---	---	0.8	---	18	---	0.00005	0.00005	
67-72-1	Hexachloroethane	0.33	0.33	0.33	0.33	0.33	78	---	---	2000	---	2000	---	0.5	2.6	
98-95-3	Nitrobenzene	0.26	0.26	0.26	0.26	0.26	39	92	9.4	1000	140	1000	9.4	0.1	0.1	
78-59-1	Isophorone	0.33	0.33	0.33	0.33	0.33	15600	4600	---	410000	4600	410000	4600	8	8	
88-75-5	2-Nitrophenol	1.6	1.6	1.6	1.6	1.6	---	---	---	---	---	---	---	---	---	
105-67-9	2,4-Dimethylphenol	0.33	0.33	0.33	0.33	0.33	1600	---	---	41000	---	41000	---	9	9	
111-91-1	bis(2-Chloroethoxy) methane	0.33	0.33	0.33	0.33	0.33	---	---	---	---	---	---	---	---	---	
120-83-2	2,4-Dichlorophenol	0.33	0.33	0.33	0.33	0.33	230	---	---	6100	---	6100	---	1	1	

Notes:  
1. Concentrations of constituents not detected are shown in *italics* at the laboratory reporting limit

**Table 1**  
**Summary of Analytical Laboratory Results**  
**Blackberry Creek - Terracon Project No. 11125016**

Sample Location/Identification Sample Depth (feet)	Date Collected	E-2 2-4	E-4 2-4	E-5 0.5-1.0	E-6 0.0-0.5	E-7 0.0-0.5	Tier 1 Soil Remediation Objectives for Residential Properties				Tier 1 Soil Remediation Objectives for Industrial/Commercial Properties				Soil Component of the Groundwater Ingestion Route Values	
							Occupants		Construction Workers		Occupants		Construction Workers		Class I	Class II
							Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion		
120-82-1	mg/kg	0.33	0.33	0.33	0.33	0.33	780	3200	920	20000	3200	2000	920	5	53	
91-20-3	mg/kg	0.33	0.33	0.33	0.33	0.33	1600	170	1.8	41000	270	4100	1.8	12	18	
106-47-8	mg/kg	0.33	0.33	0.33	0.33	0.33	310	820	180	820	820	820	180	0.7	0.7	
87-68-3	mg/kg	0.33	0.33	0.33	0.33	0.33	16	1000	180	410	1000	410	180	2.9	15	
59-50-7	mg/kg	0.33	0.33	0.33	0.33	0.33	5500	310	1.1	14000	820	41000	820	24	120	
91-57-6	mg/kg	0.33	0.33	0.33	0.33	0.33	310	820	1.1	14000	16	14000	820	7.2	36	
77-47-4	mg/kg	0.33	0.33	0.33	0.33	0.33	550	10	1.1	14000	16	14000	1.1	400	2200	
88-06-2	mg/kg	0.33	0.33	0.33	0.33	0.33	58	200	1.1	11000	390	11000	540	0.2	0.77	
95-95-4	mg/kg	0.33	0.33	0.33	0.33	0.33	7800	200000	200000	200000	200000	200000	200000	270	1400	
91-58-7	mg/kg	0.33	0.33	0.33	0.33	0.33	6300	160000	160000	160000	160000	160000	160000	49	240	
88-74-4	mg/kg	1.6	1.6	1.6	1.6	1.6	230	35	3.6	610	56	610	3.6	0.14	0.14	
131-11-3	mg/kg	0.33	0.33	0.33	0.33	0.33	780000	1300	1000000	1000000	1000000	1000000	1300	380	380	
208-96-8	mg/kg	0.33	0.33	0.33	0.33	0.33	2300	61000	61000	61000	61000	61000	85	420	420	
606-20-2	mg/kg	0.26	0.26	0.26	0.26	0.26	0.9	8.4	8.4	180	180	180	0.0007	0.0007	0.0007	
99-09-2	mg/kg	1.6	1.6	1.6	1.6	1.6	23	250	26	610	400	61	26	0.01	0.01	
83-32-9	mg/kg	0.33	0.33	0.33	0.33	0.33	4700	120000	120000	120000	120000	120000	570	2900	2900	
51-28-5	mg/kg	1.6	1.6	1.6	1.6	1.6	160	4100	4100	4100	4100	4100	0.2	0.2	0.2	
100-02-7	mg/kg	1.6	1.6	1.6	1.6	1.6	630	16000	16000	16000	16000	16000	6.1	30	30	
132-64-9	mg/kg	0.25	0.25	0.25	0.25	0.25	0.9	8.4	8.4	180	180	180	0.0008	0.0008	0.0008	
121-14-2	mg/kg	0.25	0.25	0.25	0.25	0.25	63000	2000	1000000	2000	1000000	2000	470	470	470	
84-66-2	mg/kg	0.33	0.33	0.33	0.33	0.33	3100	82000	82000	82000	82000	82000	560	2800	2800	
705-72-3	mg/kg	0.33	0.33	0.33	0.33	0.33	3100	82000	82000	82000	82000	82000	560	2800	2800	
86-73-7	mg/kg	1.6	1.6	1.6	1.6	1.6	230	1000	110	6100	1600	610	110	0.1	0.1	
100-01-6	mg/kg	1.6	1.6	1.6	1.6	1.6	7.8	820	200	200	200	820	1.8	5.6	5.6	
534-52-1	mg/kg	1.6	1.6	1.6	1.6	1.6	130	41000	41000	41000	41000	41000	1	5.6	5.6	
86-30-6	mg/kg	0.33	0.33	0.33	0.33	0.33	0.4	1	4	78	78	2	2.6	11	11	
101-55-3	mg/kg	0.33	0.33	0.33	0.33	0.33	0.4	1	4	78	78	2	2.6	11	11	
118-74-1	mg/kg	0.33	0.33	0.33	0.33	0.33	3	24	24	520	520	0.03	0.03	0.03	0.03	
87-86-5	mg/kg	0.33	0.33	0.33	0.33	0.33	2300	61000	61000	61000	61000	61000	200	1000	1000	
85-01-8	mg/kg	0.33	0.33	0.33	0.33	0.33	23000	610000	610000	610000	610000	610000	12000	59000	59000	
120-12-7	mg/kg	0.33	0.33	0.33	0.33	0.33	32	290	290	290	290	0.6	2.8	2.8	2.8	
86-74-8	mg/kg	0.33	0.33	0.33	0.33	0.33	7800	2300	2300	200000	2300	200000	2300	2300	2300	
84-74-2	mg/kg	0.33	0.33	0.33	0.33	0.33	3100	82000	82000	82000	82000	82000	4300	21000	21000	
206-44-0	mg/kg	0.33	0.33	0.33	0.33	0.33	2300	61000	61000	61000	61000	61000	4200	21000	21000	
129-00-0	mg/kg	0.33	0.33	0.33	0.33	0.33	2300	61000	61000	61000	61000	61000	930	930	930	
85-68-7	mg/kg	0.66	0.66	0.66	0.66	0.66	1	13	13	280	280	0.007	0.007	0.007	0.007	
91-94-1	mg/kg	0.33	0.33	0.33	0.33	0.33	0.9	8	8	170	170	2	8	8	8	
56-55-3	mg/kg	0.33	0.33	0.33	0.33	0.33	88	780	780	17000	17000	160	800	800	800	
218-01-9	mg/kg	0.33	0.33	0.33	0.33	0.33	46	31000	31000	4100	4100	31000	3600	31000	31000	
117-81-0	mg/kg	0.33	0.33	0.33	0.33	0.33	1600	10000	10000	41000	41000	10000	10000	10000	10000	
117-84-0	mg/kg	0.33	0.33	0.33	0.33	0.33	0.9	8	8	170	170	5	25	25	25	
205-99-2	mg/kg	0.33	0.33	0.33	0.33	0.33	9	78	78	1700	1700	49	250	250	250	
207-08-9	mg/kg	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	8	8	8	82	82	82	
50-32-8	mg/kg	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.33	170	170	14	69	69	69	
193-39-5	mg/kg	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	17	17	2	7.6	7.6	7.6	
53-70-3	mg/kg	0.33	0.33	0.33	0.33	0.33	2300	61000	61000	61000	61000	27000	130000	130000	130000	
191-24-2	mg/kg	0.33	0.33	0.33	0.33	0.33	0.1	0.8	0.8	0.9	0.9	2.1	0.005	0.005	0.005	
<b>Pesticide and Aroclors Organic Analytical Parameters</b>																
319-84-6	mg/kg	0.002	0.002	0.002	0.002	0.002	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008
319-85-7	mg/kg	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008
319-86-8	mg/kg	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008
58-89-9	mg/kg	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008
76-44-8	mg/kg	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008
309-00-2	mg/kg	0.008	0.008	0.008	0.008	0.008	0.04	3	0.3	6.6	6.1	9.3	0.5	2.5	2.5	2.5

Notes:

1. Concentrations of constituents not detected are shown in *italics* at the laboratory reporting limit

**Table 1**  
**Summary of Analytical Laboratory Results**  
**Blackberry Creek - Terracon Project No. 11125016**

Sample Location/Identification Sample Depth (feet)	Date Collected	Units	E-2		E-4		E-5		E-6		E-7		Tier 1 Soil Remediation Objectives for Industrial/Commercial Properties				Soil Component of the Groundwater Ingestion Route Values	
			3/27/2012		3/28/2012		3/29/2012		3/30/2012		3/31/2012		Occupants		Construction Workers		Class I	Class II
			2-4	0.008	2-4	0.008	0.5-1.0	0.008	0.008	0.008	0.008	0.008	0.07	5	Inhalation	Ingestion		
1024-57-3		mg/kg	0.008	0.008									0.6	9.2	2.7	13	0.7	3.3
115-29-7		mg/kg	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	12000		1200		18	90
60-57-1		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.4	2.2	7.8	3.1	0.004	0.02
72-55-9		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	2		370		54	270
72-20-8		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	23		61		1	5
115-29-7		mg/kg	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	0.008	470		1200		18	90
72-54-8		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	3		520		16	80
115-29-7		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	470		1200		18	90
50-29-3		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	2	1500	100	2100	32	160
72-43-5		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	390		1000		160	780
53494-70-5		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	23		61		1	5
7421-93-4		mg/kg	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	0.016	23		61		1	5
57-74-9		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	1.8	140	100	22	10	48
57-74-9		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	1.8	140	100	22	10	48
8001-35-2		mg/kg	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.6	170	110	240	31	150
12674-11-2		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08						
11104-28-2		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08						
11141-16-5		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08						
53469-21-9		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08						
12672-29-6		mg/kg	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08						
11097-69-1		mg/kg	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16						
11096-82-5		mg/kg	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16						
<b>Inorganic Analytical Parameters</b>																		
7429-90-5		mg/kg	4460	9590	4850	8180	2250	870000	1000000	1000000	1000000	1000000	870000	4100000	4100000	870000		
7440-36-0		mg/kg	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	31	820	82			
7440-38-2		mg/kg	1.3	4.0	4.3	9.2	2.6	Background	750	Background	1200	Background		1200	61	25000		
7440-39-3		mg/kg	16.0	120	67.1	143	24.2	5500	690000	910000	140000	140000		910000	14000	870000		
7440-41-7		mg/kg	0.4	0.6	0.5	0.5	0.2	160	1300	2100	410	410		2100	410	44000		
7440-43-9		mg/kg	0.9	2.2	1.4	2.0	0.6	78	1800	2000	2000	2000		2800	200	59000		
7440-70-2		mg/kg	94400	49600	54300	52900	50500											
7440-47-3		mg/kg	5.6	14.3	7.0	13.3	4.0	230	270	420	6100	4100		420	4100	690		
7440-48-4		mg/kg	4.4	7.3	4.9	6.9	3.2	4700							12000			
7440-50-8		mg/kg	7.2	12.5	13.8	11.6	3.5	2900							8200			
7439-89-6		mg/kg	9380	21900	11800	19900	6020	55000	1000000	1000000	1400000	1400000			1400000			
7439-92-1		mg/kg	4.2	10.8	7.8	265	4.0	400							700			
7439-95-4		mg/kg	44600	14900	15500	15300	20300	325000							730000			
7439-96-5		mg/kg	385	523	431	616	217	1600	69000	8700	41000	41000		91000	4100	8700		
7439-97-6		mg/kg	0.05	0.05	0.05	0.08	0.05	23	10	16	610	61		16	61	0.1		
7440-02-0		mg/kg	12.6	13.5	8.3	12.1	4.6	1600	13000	21000	41000	41000		21000	4100	440000		
7440-09-7		mg/kg	3130	1080	647	1040	370											
7782-49-2		mg/kg	0.2	0.2	0.2	0.2	0.2	390							1000			
7440-22-4		mg/kg	0.1	0.1	0.1	0.1	0.1	390							1000			
7440-23-5		mg/kg	351	444	374	357	277								1000			
7440-28-0		mg/kg	1.0	1.0	1.0	1.0	1.0	6.3							160			
7440-62-2		mg/kg	6.6	22.2	15.1	20.4	9.2	550							14000			
7440-66-6		mg/kg	12.8	60.1	42.2	55.6	22.5	23000							61000			
57-12-5		mg/kg	0.10	0.10	0.10	0.10	0.10	1600							41000			

Notes:  
1. Concentrations of constituents not detected are shown in *italics* at the laboratory reporting limit

**APPENDIX C**  
**SUPPORTING DOCUMENTS**

# GENERAL NOTES

## DRILLING & SAMPLING SYMBOLS:

SS: Split Spoon – 1- <sup>3</sup> / <sub>8</sub> " I.D., 2" O.D., unless otherwise noted	HS: Hollow Stem Auger
ST: Thin-Walled Tube - 2" O.D., unless otherwise noted	PA: Power Auger
RS: Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA: Hand Auger
DB: Diamond Bit Coring - 4", N, B	RB: Rock Bit
BS: Bulk Sample or Auger Sample	WB: Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

## WATER LEVEL MEASUREMENT SYMBOLS:

WL: Water Level	WS: While Sampling	N/E: Not Encountered
WCI: Wet Cave in	WD: While Drilling	
DCI: Dry Cave in	BCR: Before Casing Removal	
AB: After Boring	ACR: After Casing Removal	

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

**DESCRIPTIVE SOIL CLASSIFICATION:** Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

### CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	0-1	Very Soft
500 – 1,000	2-3	Soft
1,001 – 2,000	4-8	Medium Stiff
2,001 – 4,000	8-15	Stiff
4,001 – 8,000	15-30	Very Stiff
8,000+	>30	Hard

### RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Ring Sampler (RS) Blows/Ft.</u>	<u>Relative Density</u>
0 – 3	0-6	Very Loose
4 – 9	7-18	Loose
10 – 29	19-58	Medium Dense
30 – 49	59-98	Dense
50+	99+	Very Dense

### RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other Constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 – 29
Modifier	> 30

### GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

### RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other Constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 – 12
Modifiers	> 12

### PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

# GENERAL NOTES

## Sedimentary Rock Classification

### DESCRIPTIVE ROCK CLASSIFICATION

Sedimentary rocks are composed of cemented clay, silt and sand sized particles. The most common minerals are clay, quartz and calcite. Rock composed primarily of calcite is called limestone; rock of sand size grains is called sandstone, and rock of clay and silt size grains is called mudstone or claystone, siltstone, or shale. Modifiers such as shaly, sandy, dolomitic, calcareous, carbonaceous, etc. are used to describe various constituents. Examples: sandy shale; calcareous sandstone.

LIMESTONE	Light to dark colored, crystalline to fine-grained texture, composed of $\text{CaCO}_3$ , reacts readily with HCl.
DOLOMITE	Light to dark colored, crystalline to fine-grained texture, composed of $\text{CaMg}(\text{CO}_3)_2$ , harder than limestone, reacts with HCl when powdered.
CHERT	Light to dark colored, very fine-grained texture, composed of micro-crystalline quartz ( $\text{SiO}_2$ ), brittle, breaks into angular fragments, will scratch glass.
SHALE	Very fine-grained texture, composed of consolidated silt or clay, bedded in thin layers. The unlaminated equivalent is frequently referred to as siltstone, claystone or mudstone.
SANDSTONE	Usually light colored, coarse to fine texture, composed of cemented sand size grains of quartz, feldspar, etc. Cement usually is silica but may be such minerals as calcite, iron-oxide, or some other carbonate.
CONGLOMERATE	Round rock fragments of variable mineralogy varying in size from near sand to boulder size but usually pebble to cobble size ( $\frac{1}{2}$ inch to 6 inches). Cemented together with various cementing agents. Breccia is similar but composed of angular, fractured rock particles cemented together.

### DEGREE OF WEATHERING

SLIGHT	Slight decomposition of parent material on joints. May be color change.
MODERATE	Some decomposition and color change throughout.
HIGH	Rock highly decomposed, may be extremely broken.

**Classification of rock materials has been estimated from disturbed samples.**

**Core samples and petrographic analysis may reveal other rock types.**

# UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification		
				Group Symbol	Group Name <sup>B</sup>	
<b>Coarse Grained Soils:</b> More than 50% retained on No. 200 sieve	<b>Gravels:</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels:</b> Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>	
		<b>Gravels with Fines:</b> More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GP	Poorly graded gravel <sup>F</sup>	
			Fines classify as CL or CH	GM	Silty gravel <sup>F,G,H</sup>	
		<b>Sands:</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GC	Clayey gravel <sup>F,G,H</sup>
	$Cu < 6$ and/or $1 > Cc > 3$ <sup>E</sup>			SW	Well-graded sand <sup>I</sup>	
	<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>		Fines classify as ML or MH	SP	Poorly graded sand <sup>I</sup>	
			Fines Classify as CL or CH	SM	Silty sand <sup>G,H,I</sup>	
	<b>Fine-Grained Soils:</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays:</b> Liquid limit less than 50	<b>Inorganic:</b>	$PI > 7$ and plots on or above "A" line <sup>J</sup>	CL	Lean clay <sup>K,L,M</sup>
$PI < 4$ or plots below "A" line <sup>J</sup>				ML	Silt <sup>K,L,M</sup>	
<b>Organic:</b>			Liquid limit - oven dried	< 0.75	OL	Organic clay <sup>K,L,M,N</sup>
			Liquid limit - not dried		OH	Organic silt <sup>K,L,M,O</sup>
<b>Silts and Clays:</b> Liquid limit 50 or more			<b>Inorganic:</b>	PI plots on or above "A" line	CH	Fat clay <sup>K,L,M</sup>
				PI plots below "A" line	MH	Elastic Silt <sup>K,L,M</sup>
		<b>Organic:</b>	Liquid limit - oven dried	< 0.75	OH	Organic clay <sup>K,L,M,P</sup>
			Liquid limit - not dried		OH	Organic silt <sup>K,L,M,Q</sup>
<b>Highly organic soils:</b>		Primarily organic matter, dark in color, and organic odor			PT	Peat

<sup>A</sup> Based on the material passing the 3-in. (75-mm) sieve

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

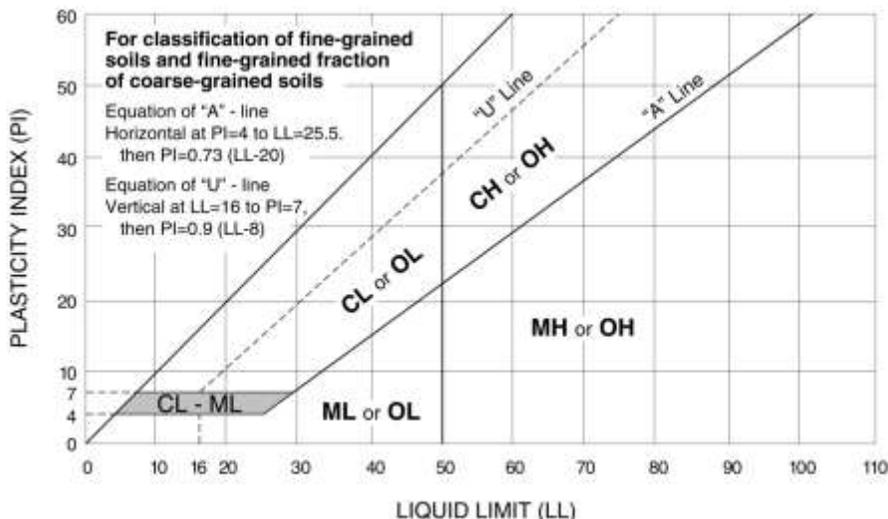
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

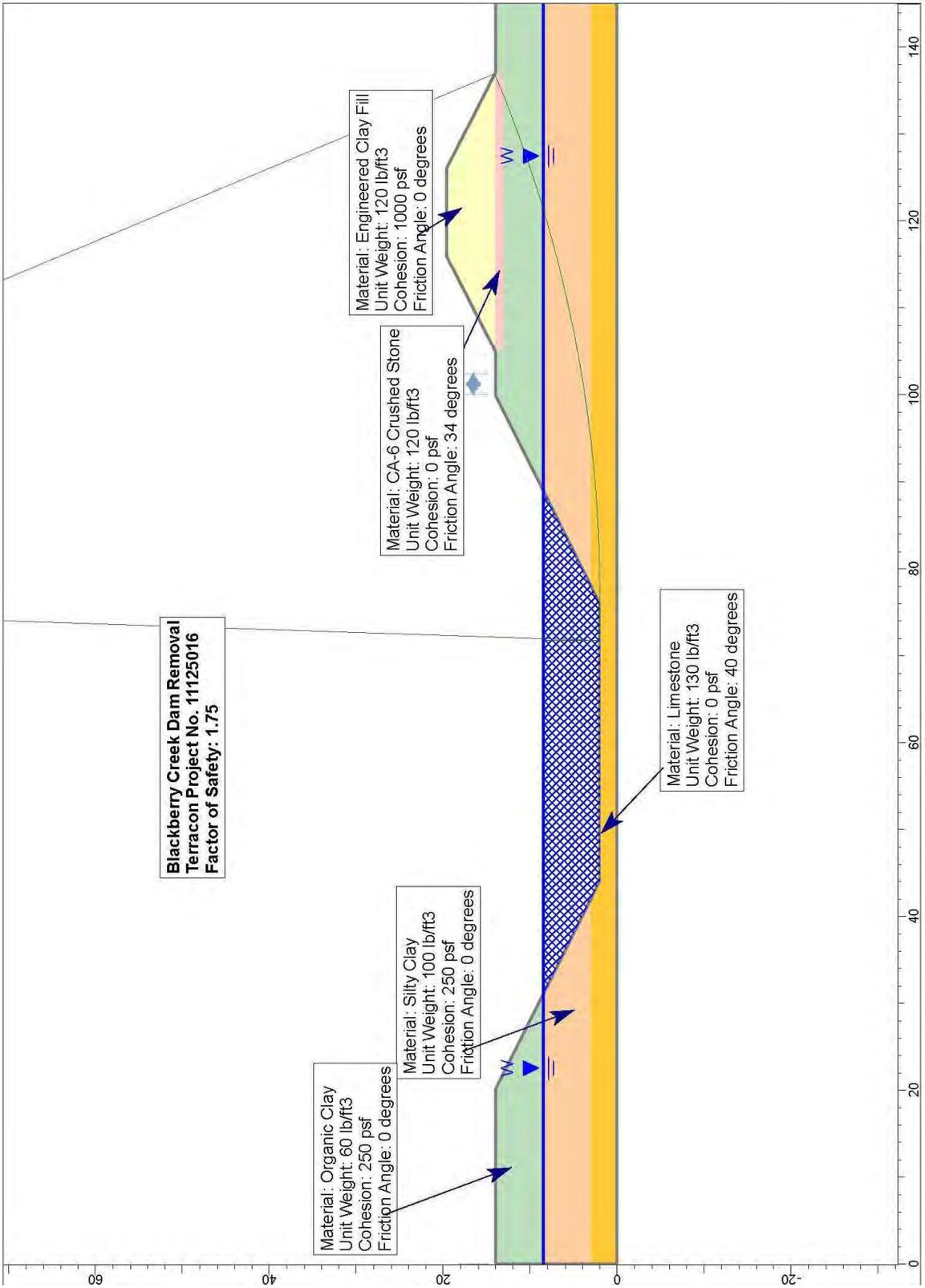
<sup>N</sup>  $PI \geq 4$  and plots on or above "A" line.

<sup>O</sup>  $PI < 4$  or plots below "A" line.

<sup>P</sup> PI plots on or above "A" line.

<sup>Q</sup> PI plots below "A" line.





**Blackberry Creek Dam Removal**  
**Terracon Project No. 11125016**  
**Factor of Safety: 1.75**

EXHIBIT  
**C-4**

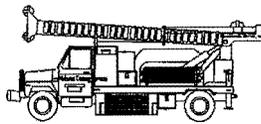
**EMBANKMENT STABILITY ANALYSIS**  
**BLACKBERRY CREEK DAM REMOVAL**  
 NORTH OF RIVER ROAD & WEST OF KING STREET  
 YORKVILLE, ILLINOIS

**Terracon**  
 Consulting Engineers & Scientists  
 135 Ambassador Drive Naperville, Illinois 60540  
 PH. (630) 717-4263 FAX. (630) 357-9489

Project No.	11125016
Scale:	N.T.S.
File Name:	11125016_C-4
Date:	April 2012

Project Manager:	KCB
Drawn by:	KCB
Checked by:	MER
Approved by:	KCB

J. E. Safranski, P.E.



Business Phone: 815-223-6696

Fax Phone: 815-223-6659

E-Mail: mts37@comcast.net

**Midwest Testing Services, Inc.**

3705 Progress Boulevard  
Peru, Illinois 61354

June 21, 2011

- 2987 -

6

DD  
NH

Mr. Gregg Mounts  
Hutchison Engineering, Inc.  
605 Rollingwood Drive  
Shorewood, IL. 60404

**RECEIVED**  
JUN 27 2011  
HUTCHISON ENGINEERING, INC.

CC: TO J. HUTCHISON

RE: Structure Borings  
Section 08-00036-00-EG  
River Road Over Blackberry Creek  
City of Yorkville  
Kendall County, Illinois

Dear Gregg,

Enclosed are logs for two structure borings taken for design of the referenced project.

The borings revealed the presences of bedrock at a depth of approximately 22.5-feet on the west side and 17-feet on the east side. The bedrock was penetrated with a rock bit to a maximum investigative depth of 35-feet. The bedrock consists of shale with Limestone Stringers of varying thickness.

I have enclosed a copy of the well log for the Yorkville Sewage Treatment Plant located adjacent to the site. Approximately 45-feet of shale and limestone overlying massive limestone was logged by the driller.

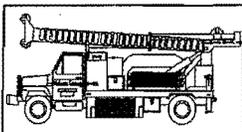
We also completed a 6 foot continuously sampled soil boring on the east and west approaches. IBV, Grain size and Atterburg limit testing results will be submitted shortly.

If you have any questions or concerns, please contact me at your convenience.

Respectfully submitted,

Joseph E. Safranski, P.E.

JS/jlh



**Midwest Testing Services, Inc.**

3705 Progress Blvd.  
Peru, IL 61354

**BORING LOG**

Sheet 1 of 2

Phone: 815-223-6696  
Fax: 815-223-6659  
e-mail: mts37@comcast.net

Client: Hutchison Engineering, Inc.  
Project Name: Section 08-00036-00-EG River Road Over  
Project Site: Blackberry Creek  
Yorkville, IL.

Boring No. B-1  
Surface Elev. 587.50  
Auger Depth 35' Rotary Depth NA  
Start Date 06/13/11 Finish Date 06/13/11

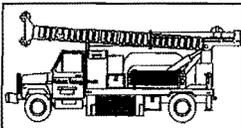
Location: 5' Right of Station 99+43

SAMPLES								DRILLED BY	
Sample No.	Sample Type	Qu (TSF)	N Value (Blows)	Bulge / Shear	Moisture (%)	Dry Density (PCF)	Randy Safranski Diedrich D-120		
1	SS	---	10	---	9		REMARKS		
2	SS	1.2	5	S	20				
3	SS	---	4	---	12				
4	SS	---	5	---	17				
5	SS	---	7	---	16				
6	SS	---	12	---	16				
7	SS	---	12	---	22				
8	SS	---	100 3"	---	---				

(DEPTH) *ELEV.	DESCRIPTION OF MATERIALS	Graphic Log	Depth in feet
587.50			
586.50	4.5" Bituminous Over 15' Gravel Base		1
585.50	Stiff Brown Gravely Loam To Sandy Clay (Fill)		2
584.50		3	
583.50		4	
582.50		5	
581.50		6	
580.50		Very Loose To Loose Brown Sand & Gravel (Fill)	
579.50	8		
578.50	9		
577.50	10		
576.50	Loose Brown Gravely Loam		11
575.50		12	
574.50		13	
573.50	Medium Brownish Gray Sandy Loam		14
572.50		15	
571.50		16	
570.50		17	
569.50		18	
568.50		19	
567.50		20	
	Very Dense Coarse Gravel & Cobbles		

Groundwater Data: Static water level after auger removal - elevation 570.5.

Comments:



**Midwest Testing Services, Inc.**

3705 Progress Blvd.  
Peru, IL 61354

**BORING LOG**

Sheet 2 of 2

Phone: 815-223-6696

Fax: 815-223-6659

e-mail: mts37@comcast.net

Client: Hutchison Engineering, Inc.  
Project Name: Section 08-00036-00-EG River Road Over  
Project Site: Blackberry Creek  
Yorkville, IL

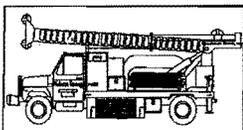
Boring No. B-1  
Surface Elev. 587.50  
Auger Depth 35' Rotary Depth NA  
Start Date 06/13/11 Finish Date 06/13/11

Location: 5' Right of Station 99+43

(DEPTH) ELEV.	DESCRIPTION OF MATERIALS	Graphic Log	Depth in feet	SAMPLES						DRILLED BY	
				Sample No.	Sample Type	Qu (TSF)	N Value (Blows)	Bulge / Shear	Moisture (%)	Dry Density (PCF)	REMARKS
566.50											
565.50	Very Dense Coarse Gravel & Cobbles		22								
564.50			23	9	SS	--	100 5"	--	13		
563.50			24								
562.50			25								
561.50			26								
560.50			27								
559.50	Very Dense Gray Shale With Limestone Thicker Limestone Stringers Below 30' Depth (Penetrated With Rock Bit)		28								
558.50			29								
557.50			30								
556.50			31								
555.50			32								
554.50			33								
553.50			34								
552.50			35								
551.50			36								
550.50			37								
549.50			38								
548.50			39								
547.50			40								
546.50			41								

Groundwater Data: Static water level after auger removal - elevation 570.5.

Comments:



**Midwest Testing Services, Inc.**

3705 Progress Blvd.

Peru, IL 61354

**BORING LOG**

Sheet 1 of 2

Phone: 815-223-6696

Fax: 815-223-6659

e-mail: mts37@comcast.net

Client: Hutchison Engineering, Inc.  
 Project Name: Section 08-00036-00-EG River Road Over  
 Project Site: Blackberry Creek  
Yorkville, IL.

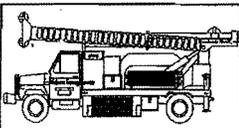
Boring No. B-2  
 Surface Elev. 587.70  
 Auger Depth 35' Rotary Depth NA  
 Start Date 06/13/11 Finish Date 06/13/11

Location: 5' Left of Station 100+58

(DEPTH) *ELEV.	DESCRIPTION OF MATERIALS	Graphic Log	Depth in feet	SAMPLES						DRILLED BY
				Sample No.	Sample Type	Qu (TSF)	N Value (Blows)	Bulge / Shear	Moisture (%)	Dry Density (PCF)
587.70										Randy Safranski Diedrich D-120
586.70	3" Bituminous Over 27" Gravel Base		1							
585.70			2							
584.70			3	1	SS	--	16	--	10	
583.70			4							
582.70	Medium Brown Coarse Sand And Gravel		5							
581.70			6	2	SS	--	12	--	8	
580.70			7							
579.70			8	3	SS	--	15	--	16	
578.70			9							
577.70	Medium Brown Gravely Clay		10							
576.70			11	4	SS	--	26	--	18	
575.70			12							
574.70			13	5	SS	--	35	--	15	
573.70	Very Dense Brown Gravely Clay		14							
572.70			15							
571.70			16	6	SS	--	43	--	17	
570.70			17							
569.70			18	7	SS	--	100 7"	--	15	
568.70	Very Dense Gray Shale		19							
567.70			20	8	SS	--	100 2"	--	12	

Groundwater Data: Static water level after auger removal - elevation 570.5.

Comments:



**Midwest Testing Services, Inc.**

3705 Progress Blvd.  
Peru, IL 61354

**BORING LOG**

Sheet 2 of 2

Phone: 815-223-6696  
Fax: 815-223-6659  
e-mail: mts37@comcast.net

Client: Hutchison Engineering, Inc.  
Project Name: Section 08-00036-00-EG River Road Over  
Project Site: Blackberry Creek  
Yorkville, IL

Boring No. B-2  
Surface Elev. 587.70  
Auger Depth 35' Rotary Depth NA  
Start Date 06/13/11 Finish Date 06/13/11

Location: 5' Left of Station 100+58

SAMPLES							DRILLED BY	
							Randy Safranski	
							Diedrich D-120	

(DEPTH) ELEV.	DESCRIPTION OF MATERIALS	Graphic Log	Depth in feet	Sample No.	Sample Type	Qu (TSF)	N Value (Blows)	Bulge / Shear	Moisture (%)	Dry Density (PCF)	REMARKS
566.70											
565.70			22								
564.70			23								
563.70			24								
562.70			25								
561.70			26								
560.70	Very Dense Gray Shale With Limestone Thicker Limestone Stringers Below 30' Depth (Penetrated With Rock Bit)		27								
559.70			28								
558.70			29								
557.70			30								
556.70			31								
555.70			32								
554.70			33								
553.70			34								
552.70			35								
551.70			36								
550.70		37									
549.70		38									
548.70		39									
547.70		40									
546.70		41									

Bottom of Boring

Groundwater Data: Static water level after auger removal - elevation 570.5.  
Comments:

120930001700  
Kendall

Yorkville Sewage Tre  
Layne Western Co., Inc.

32-37N-7E  
1000'N line, 650'E line,

Well Status: WATER - Water Well

Compdate: 11/01/1957

Plugdate:

TD: 439

Elevation: 573' GL

Permit #:

Permit Date:

Latitude: 41.644932

Longitude: -88.449508

Pumping Level: 39 ft. when pumping at 15 gpm for 2 hours.

Logs Run: Driller's Log

Driller's Log:	0 - 10	topsoil
	10 - 17	sand and gravel
	17 - 62	shale and limestone
	62 - 403	limestone
	403 - 439	sandstone

# NOTICE: Prevailing Wage Rates

The Illinois Prevailing Wage Act (820 ILCS 130/) requires payment of prevailing wages on State of Illinois public works projects.

As required by this Act, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing abandoned mined lands reclamation work work under the Contract.

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

Abandoned mined lands reclamation projects are federally funded public works projects, therefore they are also subject to the provisions of the federal Davis-Bacon Act including its wage and benefit determinations. Please see the U.S. Department of Labor website at: <http://www.dol.gov/whd/contracts/dbra.htm> for assistance with compliance with this Act.

# Kendall County Prevailing Wage for September 2012

(See explanation of column headings at bottom of wages)

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.500		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000
ASBESTOS ABT-MEC 0.720		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000
BOILERMAKER 0.350		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000
BRICK MASON 0.970		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000
CARPENTER 0.530		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
CEMENT MASON 0.500		ALL		41.550	43.550	2.0	1.5	2.0	9.500	13.76	0.000
CERAMIC TILE FNSHER 0.610		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000
COMMUNICATION TECH 1.090		BLD		36.390	38.490	1.5	1.5	2.0	10.02	10.19	0.000
ELECTRIC PWR EQMT OP 0.270		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000
ELECTRIC PWR GRNDMAN 0.210		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000
ELECTRIC PWR LINEMAN 0.320		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000
ELECTRIC PWR TRK DRV 0.220		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000
ELECTRICIAN 1.310		BLD		43.560	47.920	1.5	1.5	2.0	10.02	12.20	0.000
ELEVATOR CONSTRUCTOR 0.000		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910
FENCE ERECTOR 0.400		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
GLAZIER 0.840		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000
HT/FROST INSULATOR 0.720		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000
IRON WORKER 0.400		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
LABORER 0.500		ALL		36.200	36.950	1.5	1.5	2.0	12.52	9.280	0.000
LATHER 0.530		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
MACHINIST 0.000		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850
MARBLE FINISHERS 0.620		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000
MARBLE MASON 0.730		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000
MATERIAL TESTER I 0.500		ALL		26.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000
MATERIALS TESTER II 0.500		ALL		31.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000
MILLWRIGHT 0.530		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
OPERATING ENGINEER 1.250		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900

OPERATING ENGINEER 1.250	HWY 2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900
OPERATING ENGINEER 1.250	HWY 7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900
ORNAMNTL IRON WORKER 0.400	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
PAINTER 1.250	ALL	40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000
PAINTER SIGNS 0.000	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000
PILEDRIIVER 0.530	ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000
PIPEFITTER 1.660	BLD	41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000
PLASTERER 0.550	BLD	40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000
PLUMBER 1.660	BLD	41.000	43.000	1.5	1.5	2.0	10.75	14.59	0.000
ROOFER 0.430	BLD	38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000
SHEETMETAL WORKER 0.780	BLD	41.660	43.660	1.5	1.5	2.0	9.540	11.57	0.000
SPRINKLER FITTER 0.450	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000
STEEL ERECTOR 0.400	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000
STONE MASON 0.970	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000
TERRAZZO FINISHER 0.400	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000
TERRAZZO MASON 0.550	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000
TILE MASON 0.710	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000
TRUCK DRIVER 0.250	ALL 1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	ALL 2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	ALL 3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TRUCK DRIVER 0.250	ALL 4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000
TUCKPOINTER 0.940	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000

Legend: RG (Region)  
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
 OSA (Overtime (OT) 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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please

check with IDOL.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS TECHNICIAN

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

#### MARBLE FINISHER

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

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.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; 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; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; 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; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; 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; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall .

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. 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, Tower Cranes of all types: Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; 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 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; 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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; 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; Low Boys; 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.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### 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.

#### 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 217-782-1710 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.