IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)))
Plaintiff,)
)
v.) Civil Action No. 16-1057
KEYSTONE CONSOLIDATED INDUSTRIES, INC. d/b/a KEYSTONE STEEL AND WIRE COMPANY,)))
Defendant.))
)

CONSENT DECREE

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I. BACKGROUND

WHEREAS, Plaintiff, the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), has filed a complaint in this action pursuant to 42 U.S.C. § 7413(b) concurrently with the lodging of this Consent Decree alleging that Defendant Keystone Consolidated Industries ("Keystone") violated: (1) the Prevention of Significant Deterioration of Air Quality ("PSD") provisions of the Clean Air Act ("CAA" or "Act"), 42 U.S.C. §§ 7470–7492; (2) the Illinois State Implementation Plan ("Illinois SIP"), which incorporates by reference the federal PSD implementing regulations set forth at 40 C.F.R. § 52.21; (3) CAA Title V, 42 U.S.C. §§ 7661–7661f; (4) the implementing regulations for CAA Title V set forth at 40 C.F.R. Part 70; and (5) the Illinois Environmental Protection Act, 415 Ill. Comp. Stat. 5/39.5, through which the State of Illinois administers its Clean Air Act Program Permit ("CAAPP") pursuant to 42 U.S.C. §§ 7661–7661c;

WHEREAS, the Complaint alleges that the violations described in the preceding Paragraph occurred at a steel mini-mill (the "Facility") located at 7000 Southwest Adams Street in Peoria, Peoria County, Illinois, which at all times relevant to this Complaint has been owned and operated by Defendant;

WHEREAS, on June 1, 2000, Illinois Environmental Protection Agency ("IEPA") issued to Keystone a "Construction Permit-PSD Approval" that, among other things, limited the maximum "steel production" in the Defendant's Arc Shop to "115,000 hot metal tons per month and 1,200,000 hot metal tons per year." On February 14, 2008, Keystone submitted an application for the renewal of its Title V Permit issued on November 23, 2003, that, among other things, requested a limit of 820,000 hot metal tons of steel per year produced in the Arc Shop. For purposes of this Decree, Keystone represents that the limit of 820,000 hot metal tons per year Page 1 of 40

is the limit applicable to steel production in the Arc Shop and/or that it has submitted all applicable applications to ensure that such limit is applicable to production in its Arc Shop;

WHEREAS, the Parties recognize, and the Court by entering this Decree finds, that the Parties negotiated this Consent Decree in good faith, that the Consent Decree will avoid prolonged and complex litigation among the parties, and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. OBJECTIVES

1. The objective of this Consent Decree is to further the intent of the CAA, as well as federal and State statutes, regulations and permits issued or promulgated pursuant to the Act. All obligations in this Decree shall have the objective of causing the Defendant to be, and remain, in full compliance with the CAA, the regulations issued pursuant to that Act, as well as State and local laws, regulations, and permits authorized pursuant to that Act.

III. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and 42 U.S.C. § 7413(b), and over the Parties. Venue lies in this judicial district pursuant to 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1395 because the violations alleged in the Complaint are alleged to have occurred in this district and Defendant conducts business in this district. For purposes of this Decree, or any action to enforce this

Decree, Defendant consents to the Court's jurisdiction to enter and enforce this Decree and Defendant also consents to venue in this judicial district.

3. For purposes of this Consent Decree, the Defendant agrees that the Complaint states cognizable claims under Section 113 of the CAA, 42 U.S.C. § 7413.

IV. APPLICABILITY

- 4. The obligations of this Consent Decree apply to and are binding upon the United States and upon Defendant, and any successors, assigns, or other entities or persons otherwise bound by law. Any change in ownership, corporate status, or other legal status of Defendant shall in no way alter the Defendant's responsibilities under this Consent Decree.
- 5. No transfer of ownership or operation of the Facility shall relieve the Defendant of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer of ownership or operation, the Defendant shall provide a copy of this Consent Decree to the transferee and shall simultaneously provide a written notice of the prospective transfer to EPA Region 5 and the United States Department of Justice, in accordance with Section XVII (Notices and Submissions) of this Decree.
- 6. Defendant shall provide a copy of this Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Consent Decree, as well as the relevant portions to any contractor(s) retained to take any actions necessary to comply with the provisions of this Decree.

V. **DEFINITIONS**

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to, or authorized by, the Act shall have the meanings assigned to them in

the Act or such regulations unless otherwise provided in this Decree. Terms that are defined in the Defendant's Title V Permit shall have the meanings assigned to them in that permit unless otherwise provided in the Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. "Arc Shop" means a unit or a portion of the Defendant's Facility that is described in Section 7.0 of Defendant's Title V Permit and that contains, among other equipment and facilities, the electric arc furnace and the ladle metallurgical furnace.
- b. "Baghouse" or "Baghouses" means air pollution control equipment in the Arc Shop that utilizes fabric filter bags to which emissions from the EAF are captured and ducted.
- c. "Baghouse Inlet" means the upstream, pre-filtered air side of the fabric filter bags of a Baghouse.
- d. "Baghouse Outlet" means the downstream, clean air side of the fabric filter bags of a Baghouse.
- e. "CEMS" or "Continuous Emissions Monitoring System" means the total equipment and software required to sample, analyze, and record concentrations and/or quantities of SO₂ in gases emitted from each Baghouse.
 - f. "Complaint" means the complaint filed by the United States in this action.
- g. "Consent Decree" or "Decree" means this Consent Decree, and any attachments or appendices to it, and any modifications of it.
- h. "Date of Lodging" means the date on which this Consent Decree is filed for lodging with the Clerk of the Court for the Central District of Illinois.

- i. "Day" means a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.
- j. "Defendant" means Keystone Consolidated Industries, Inc. d/b/a Keystone Steel and Wire Company.
- k. "EAF" or "Electric Arc Furnace" means the electric arc furnace in the Arc Shop.
- l. "Effective Date" means the date of entry of this Consent Decree by the Court, after satisfaction of the public notice and comment procedures set forth in Section XXI (Public Notice and Comment) of this Consent Decree and 28 C.F.R. § 50.7: (1) as recorded on the Court docket or; (2) if the Court instead issues an order approving this Consent Decree, the date such order is recorded on the Court docket.
- m. "EPA" means the United States Environmental Protection Agency and any successor agency.
- n. "Extended Duration Heat" means any Heat of which the total duration is longer than one hundred and fifty (150) minutes.
- o. "Facility" means the Defendant's steel mini-mill located at 7000 Southwest Adams Street in Peoria, Peoria County, Illinois.
- p. "Flowmeter" means a device used to measure flow in the duct work prior to the baghouses, in actual cubic feet per minute.
- q. "Heat" means a steel production cycle that begins with the charging of materials into the EAF and ends with the tapping/transfer of molten steel to the EAF to the ladle.

- r. "IEPA" means Illinois Environmental Protection Agency and any successor agency.
- s. "Paragraph" means a portion of this Consent Decree identified by an Arabic numeral.
 - t. "Parties" means the United States of America and the Defendant.
 - u. "Plaintiff" means the United States of America.
- v. "PSD Permit" means Construction Permit-PSD Approval No. 99020046 issued to the Defendant by IEPA on June 1, 2000 and incorporated into the Title V Permit as Attachment 7.
- w. "Root Cause Failure Analysis" or "RCFA" means an assessment described in, and conducted pursuant to, Paragraph 12 (Root Cause Failure Analysis) of this Consent Decree which is triggered upon the conclusion of any Extended Duration Heat.
- x. "Section" means a portion of this Consent Decree identified by a Roman numeral.
- y. "SEP" means the Supplemental Environmental Project described in Section VIII of this Decree.
 - z. "State" means the State of Illinois.
 - aa. "SO₂" means sulfur-dioxide.
- bb. "Title V Permit" means the Title V Clean Air Act Permit Program (CAAPP) Permit and Title I Permit, Application No. 95120288, issued to the Defendant on November 26, 2003, by the Illinois Environmental Protection Agency, Division of Air Pollution, and any subsequent permit issued to Defendant by IEPA under Subchapter V of CAA, 42 U.S.C. §§ 7661-7661f.

cc. "United States" means the United States of America, acting on behalf of EPA.

VI. COMPLIANCE REQUIREMENTS

- 8. <u>Use of Sulfur Dioxide ("SO₂") Continuous Emissions Monitoring System</u> ("CEMS").
- a. Beginning on the Effective Date, Defendant shall install and calibrate a SO₂ CEMS and a flowmeter capable of measuring the SO₂ concentration at each Baghouse Outlet and gas flowrate at each Baghouse Inlet in a manner that complies with 40 C.F.R. Part 60, Appendix B, Performance Specification 2, and the quality assurance/quality control requirements specified in 40 C.F.R. Part 60, Appendix F. Except as provided in Paragraph 8.b, Defendant shall operate the CEMS and flowmeter at all times during the Arc Shop's operation and shall continuously monitor, record, and analyze waste gas to determine gas flowrate, concentrations and/or quantities of SO₂ in gases emitted from the EAF and other process units connected to the Baghouses. In addition to the requirements listed in Section X (Reporting Requirements) of this Decree, Defendant shall maintain all records generated in the course of such monitoring, recording and analysis in accordance with Section XIV (Information Collection and Retention) of this Decree.
- b. The SO₂ CEMS and the flowmeter shall be in continuous operation, except during CEMS breakdowns, SO₂ analyzer and flowmeter malfunctions, repairs, and required quality assurance or quality control activities (including calibration checks, and required zero and span adjustments), to demonstrate compliance with the applicable SO₂ emission limits established in Paragraph 9 of this Decree. Defendant shall operate and maintain the CEMS in

accordance with best practices and maintain an adequate on-site inventory of manufacturer's recommended spare parts or other supplies necessary to make rapid repairs to the equipment.

- c. If for any reason, including those specified in Paragraph 8.b, at any time, the CEMS is inoperable or data from the CEMS do not conform with requirements specified in 40 C.F.R. Part 60, Appendix B, Performance Specification 2 or 40 C.F.R. Part 60, Appendix F ("CEMS Outage"), then the unquantified SO₂ emissions shall be calculated using the average concentration and flowrate data from the most recent 30-day period, as defined below in Paragraph 9, directly preceding the CEMS Outage. Defendant shall report any such CEMS Outage and estimated SO₂ emissions as part of the semi-annual reports required by Section X (Reporting Requirements).
- 9. Compliance with SO₂ Emissions Limit. Beginning on the Effective Date, at all times during the operation of the Arc Shop, concentrations of SO₂ in the gases emitted from the Arc Shop shall at no time exceed the following limits as monitored, recorded, and analyzed by the SO₂ CEMS in accordance with Paragraph 8. Defendant shall at all times achieve and maintain a rolling average emission rate of no greater than 0.2 pounds of SO₂ per ton of hot metal produced in the Arc Shop (lbs/ton), averaged over a period no greater than 30 days. The rolling average emission rate shall be calculated as follows: (i) calculate either the total pounds of SO₂ emitted from each baghouse outlet on each day on which the Arc Shop is operating and the previous 30 days, or the total pounds of SO₂ emitted from each baghouse outlet during the hours of operation of the Arc Shop when in operation less than a full day; (ii) add the total pounds of SO₂ emitted from each baghouse outlet on those 30 days; and (iii) divide the total number of pounds of SO₂ calculated for all 30 days by the total tons of hot metal produced in the

Arc Shop during the same 30-day period, adjusted for any hours during which the Arc Shop was not in operation.

$$SO_{2} \frac{lbs}{ton \ HM} = \frac{\displaystyle\sum_{i}^{X} \left[SO_{2} \frac{lbs}{day}\right]_{i}}{\displaystyle\sum_{i}^{X} \left[Hot \ Metal \ \frac{tons}{day}\right]_{i}}$$

A new 30-day rolling average emission rate shall be calculated for each day on which the Arc Shop is operating. Each 30-day rolling average emission rate calculation shall include all emissions of SO_2 from the Arc Shop during all days on which the Arc Shop is operating, including emissions during startups, shutdowns, and malfunctions, as these terms are defined in 40 C.F.R § 60.2.

- 10. <u>Fan Modification</u>. Defendant shall modify each baghouse fan motor in accordance with the recommendations of Process Baron, Inc. that resulted from the April 2014 Induced Draft Fan Field Performance Test performed by Cimtec, Inc., in order to ensure that each fan has the potential to achieve 220,000 actual cubic feet per minute (acfm) at each Baghouse Fan Inlet at any time during Arc Shop operation.
- a. By no later than 60 days after the Effective Date and in accordance with Section IX (EPA's Review and Approval of Deliverables), Defendant shall submit to EPA for approval a work plan and associated timeline outlining the engineering, fabrication, and installation schedule for each such fan motor modification, including all related estimates and calculations detailing the increased efficiency and airflow in acfm per fan.

- b. By no later than December 31, 2016, Defendant shall have completed construction, testing, and commencing operation of the modified baghouse fan motors.
- c. By no later than 90 days after the completion of construction, Defendant shall perform a flow review to measure flow, in acfm, over the course of three consecutive heats, at the inlet of each baghouse ("Flow Study").
- d. By no later than 90 days after the completion of the Flow Study,

 Defendant shall submit to EPA for approval, in accordance with Section IX (EPA's Review and

 Approval of Deliverables) of this Consent Decree, the results of the Flow Study and any
 recommendations for improvement, where relevant.
- 11. Preventative Maintenance and Operations ("PMO") Plans. By no later than six (6) months after the Effective Date and in accordance with Section IX (EPA's Review and Approval of Deliverables) of this Consent Decree, Defendant shall submit to EPA for approval a plan to implement enhanced maintenance and operation of the EAF, LMF, ancillary Arc Shop process units, and all associated pollution control equipment. This plan shall be termed the Preventive Maintenance and Operation Plan ("PMO Plan"), incorporate specific plans related to each emission unit and monitoring system within the Arc Shop, and include a CEMS quality assurance and quality control plan ("CEMS QA/QC Plan"), Scrap Management Plan, Low Sulfur Charge Carbon Plan, Malfunction and Breakdown Plan, and Compliance Assurance Monitoring Plan ("CAM Plan"). Each PMO Plan shall be a compilation of the Defendant's approaches for exercising good air pollution control practices and for minimizing emissions from each emission unit in the Arc Shop. Keystone will train each Arc Shop operator on PMO Plan requirements and post the PMO Plan publicly within the Arc Shop so that each operator may be able to refer to the PMO Plan at any time.

- a. The PMO Plan shall provide for continuous operation of the CEMS and each Baghouse, and shall include fan motor amperage requirements and parameters governing acceptable ranges of operation of the CEMS and Baghouse fan motor variable frequency drives, an emissions minimization plan for all periods of operation, including malfunctions and breakdowns, and a protocol detailing selective use of scrap, excluding the use of certain types of scrap by visible identification, and a protocol for selecting and charging low sulfur charge coke in order to minimize SO₂ emissions from the furnaces.
- b. The PMO Plan shall have the goal of minimizing, to the extent practicable, SO₂ emissions from the Arc Shop, eliminating CEMS downtime, and minimizing Baghouse downtime to ensure compliance with Paragraphs 8, 9, and 10. Defendant shall comply with the PMO Plan at all times, including periods of startup, shutdown and malfunction. If Defendant makes changes to the PMO Plan, such changes shall be summarized and reported to EPA pursuant to Section X (Reporting Requirements) of the Consent Decree. Such changes may be implemented immediately, but nonetheless shall be subject to approval under Section IX (EPA's Review and Approval of Deliverables) of this Consent Decree.

12. Root Cause Failure Analysis ("RCFA").

Analyses Applicable to the Period of One Year Following the Effective Date. Beginning after the Effective Date, Defendant shall perform and complete an RCFA within 30 Days of the conclusion of any Extended Duration Heat. Defendants shall gather during the RCFA(s) the information required below, as detailed in Attachment A ("RCFA Template") to this Decree, and submit such information in the semi-annual report required by Section X (Reporting

Requirements). Each RCFA shall set forth the following information concerning the Extended Duration Heat:

- (1) A narrative summary of the Extended Duration Heat, including the date and time that the Extended Duration Heat started and ended;
- (2) Records of CEMS measurements over the period of the Extended Duration Heat, an estimate of the quantity of SO₂ emissions that were emitted during that period, and the calculations that were used to estimate such emissions;
- (3) Identification of the steps taken to minimize SO₂ emissions during the Extended Duration Heat, along with an estimate of the sulfur content of the coke charged into the furnace, a general description of the scrap metal charged into the EAF, and an estimate of the corresponding charge carbon/coke weights associated with each such charge;
- (4) A detailed analysis that sets forth the root cause(s) and all contributing causes of that Extended Duration Heat, to the extent determinable, and the steps, if any, that Defendant took to limit the duration and/or quantity of emissions associated with the Extended Duration Heat;
- (5) An analysis of the measures, if any, that are reasonably available to prevent or reduce the likelihood of a recurrence of the Extended Duration Heat from the same root cause(s) and contributing causes in the future. The analysis shall evaluate: design, operational, and maintenance changes, if any; the probable effectiveness of each such measure; the likely cost of each measure; and whether or not an outside consultant should be retained to assist in the analysis;

- (6) Either a description of corrective action(s) implemented under this Section or, if not already implemented, a schedule for its (their) implementation, including proposed commencement and completion dates, or an explanation that corrective action(s) is (are) not required;
- regarding any Extended Duration Heat are still ongoing on the due date of the report specified in Paragraph 12.a, Defendant shall provide in the report an identification of the anticipated date within 60 Days (or such additional time as EPA allows) of the due date identified in Paragraph 12.a on which Defendant will submit a supplemental RCFA fully conforming to the requirements of this Paragraph 12 and containing all the requirements listed in Paragraph 12.a(1)-(6). Nothing in this Paragraph 12.a(7) shall excuse Defendant from its investigation, reporting, and corrective action obligations under Paragraph 12 for any Extended Duration Heat which occurs after the Extended Duration Heat for which Defendant requests an extension of time under this Paragraph 12.a(7); and
- (8) To the extent that completion of the implementation of corrective action(s) required by Paragraph 12.a(7), if any, is not finalized at the time of the submission of a semi-annual report, Defendant shall supplement such semi-annual report and identify the corrective action(s) taken and the dates of commencement and completion of the implementation by no later than 30 Days after completion of the implementation of corrective action(s).
- b. Requirements Regarding the Contents and Timing of RCFA Summary

 Applicable to the Period Beyond One Year Following the Effective Date. Beginning one year

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after the Effective Date, Defendant shall complete an RCFA Summary, as detailed in Attachment B ("RCFA Summary Template") to this Decree within 30 Days of the conclusion of any Extended Duration Heat. Defendants shall include the completed RCFA Summaries in the semi-annual report required by Section X (Reporting Requirements).

- any Extended Duration Heat other than those referenced in Paragraph 12.a(4), Defendant shall, as expeditiously as possible, implement such interim and/or long-term corrective actions, if any, as are reasonable and consistent with good engineering practices to minimize the likelihood of a recurrence of the root causes and any contributing causes of that Extended Duration Heat.
- 13. If EPA does not notify Defendant in writing within 60 Days of its receipt of a semi-annual report that contains an RCFA, as required by Paragraph 12, that it objects to one or more aspects of Defendant's proposed corrective action(s), if any, and schedule(s) of implementation, if any, then that (those) action(s) and schedule(s) shall be deemed acceptable for purposes of compliance with Paragraphs 12.a and 12.b of this Consent Decree.
- 14. EPA does not, by its agreement to the entry of this Consent Decree or by its failure to object to any corrective action that Defendant may take in the future, warrant or aver in any manner that any of Defendant's corrective actions in the future will result in compliance with the provisions of the CAA, the Illinois Environmental Protection Act, or their implementing regulations. Notwithstanding EPA's review of any plans, reports, corrective actions, or procedures under this Section, Defendant shall remain solely responsible for compliance with the CAA, the Illinois Environmental Protection Act, and their implementing regulations. Nothing in this Paragraph shall be construed as a waiver of EPA's rights under the CAA, the Illinois

Environmental Protection Act, or their regulations for future violations of the CAA or its regulations.

- 15. If EPA does object, in whole or in part, to Defendant's proposed corrective action(s) and/or its schedule(s) of implementation, or, where applicable, to the absence of such proposal(s) and/or schedule(s), it shall notify Defendant of that fact within 60 Days following receipt of a semi-annual report containing an RCFA required by Paragraph 12. If EPA and Defendant cannot agree on the appropriate corrective action(s), if any, to be taken in response to a particular Extended Duration Heat, any Party may invoke the Dispute Resolution provisions of Section XIII of the Consent Decree (Dispute Resolution).
- 16. <u>Permits</u>. Within 90 Days of the Effective Date, Defendant shall submit an application to IEPA to include into the Defendant's Title V Permit all requirements set forth in Paragraphs 8 through 11 of this Decree.

VII. CIVIL PENALTY

17. Defendant shall pay five-hundred-sixty-five-thousand dollars (\$565,000) to the United States as a civil penalty, in two equal payments, together with interest accruing from the Date of Lodging at the rate specified in 28 U.S.C. § 1961. Defendant shall make the first payment of two-hundred-eighty-two-thousand-five-hundred dollars (\$282,500) 30 days after the Effective Date. Defendant shall make the second payment of two-hundred-eighty-two-thousand-five-hundred dollars (\$282,500) 90 days after the Effective Date. Both payments shall be made to the U.S. Department of Justice in accordance with the instructions to be provided to Defendant following the Date of Lodging by the Financial Management Unit of the U.S. Attorney's Office for the Central District of Illinois.

18. At the time of each payment described in Paragraph 17, Defendant shall send to EPA a proof of payment, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Decree in *United States v. Keystone Consolidated Industries, Inc. d/b/a Keystone Steel and Wire Co.* and reference civil action number and DOJ case number 90-5-2-1-09880 by email to cinwd acctsreceivable@epa.gov and by mail to:

EPA Cincinnati Finance Office 26 West Martin Luther King Drive Cincinnati, OH 45268

19. Defendant shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section XI (Stipulated Penalties) in calculating its federal or state or local income tax.

VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

- 20. Defendant shall complete a supplemental environmental project ("SEP") that is designed to protect the environment and public health by closing the Arc Shop roof monitor, thereby reducing particulate matter ("PM"), PM10, opacity, and lead ("Pb") emissions.
 - 21. Defendant shall complete the SEP as follows:
- a. No later than December 31, 2016, Keystone will permanently close the existing roof monitor located at the Arc Shop roof centerline at the north end of the Arc Shop building. Closure of the roof monitor will result in estimated emissions reductions of up to 57 tons of PM and 1.23 tons of lead per year.
- b. Keystone will construct alternative means to release the heat from the Arc Shop building, in accordance with design and construction drawings #23114001.08 and 23114001.16 prepared on the Defendant's behalf and attached to this Decree as Attachment C.

- 22. Defendant shall submit all necessary permit applications regarding the SEP to IEPA.
- 23. Defendant shall spend at least \$320,000 to complete all activities described in Paragraph 21. Defendant shall include documentation of expenditures made in connection with the SEP as part of the SEP Completion Testing Report described in Paragraph 28.
- 24. Upon the completion of the SEP, Defendant shall continuously operate the Arc Shop with a permanently closed roof monitor and comply with any conditions stemming from the project, as specified in the Facility's amended Title V Permit.
 - 25. Defendant hereby certifies as follows:

I certify that Keystone is not required to perform or develop the SEP by any law, regulation, order, or agreement or as injunctive relief as of the date that I am signing this Consent Decree. I further certify that Keystone has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action.

I certify that Keystone is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. I further certify that, to the best of my knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date that I am signing this Consent Decree (unless the project was barred from funding as statutorily ineligible). For purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not expired.

26. By no later than March 31, 2017, Defendant shall evaluate visible emissions at both the roof monitor and the newly constructed caster runout heat release stack in accordance with EPA Method 22 over the course of three consecutive heats, for a minimum of three hours (SEP Completion Testing). Without prejudice, Defendant shall have the right to conduct preliminary testing prior to the satisfactory completion of SEP Completion Testing.

- 27. EPA may inspect the facility at any time to monitor Defendant's compliance with the SEP requirements outlined in this Section.
- 28. Defendant shall submit a SEP Completion Report to EPA by July 31, 2017. This report must contain the following information:
 - a. A detailed description of the SEP as completed and implemented;
- b. A description of any operating problems and the actions taken to correct the problems;
- c. Itemized cost of goods and services used to complete the SEP documented by copies of invoices, purchase orders or cancelled checks that specifically identify and itemize the individual cost of the goods and services;
- d. A certification that Defendant has completed and fully implemented the SEP in compliance with this Consent Decree;
- e. A description of the environmental and public health benefits resulting from the SEP (quantify the benefits and pollution reductions, if feasible); and
- f. A SEP Testing Report, including operating conditions at the Arc Shop and caster during the EPA Method 22 evaluations, and a description of how all parameters required by EPA Method 22 were satisfied.
- 29. Defendant must submit all notices and reports as required by Section XVII of this Consent Decree (Notices and Submissions).
- 30. In each report that Defendant submits, it must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

- 31. Following receipt of the SEP Completion Report described in Paragraph 28, above, the United States shall notify Defendant in writing that:
- a. The Defendant has satisfactorily completed the SEP and the SEP Completion Report; or
- b. There are deficiencies in the SEP as completed or in the SEP Report and provide the Defendant with a grant of 30 days to correct the deficiencies; or
- c. The Defendant has not satisfactorily completed the SEP or submitted the SEP Completion Report, and EPA will seek stipulated penalties under Section XI.
- 32. If the United States exercises option 30.b above, any dispute will be subject to the provisions of Section XIII of this Consent Decree (Dispute Resolution).
- 33. If Defendant violates any requirement outlined in this Section, Defendant must pay stipulated penalties as follows, in addition to any stipulated penalties outlined in Section XI:
- a. Except as provided in subparagraph b, below, if Defendant does not complete the SEP according to the requirements of this Section, Defendant must pay a penalty of \$250,000.
- b. If Defendant does not complete the SEP satisfactorily, but EPA determines that Defendant made good faith and timely efforts to complete the SEP and certified, with supporting documents, that it spent at least 90 percent of the amount set forth in Paragraph 23, Defendant will not be liable for any stipulated penalty under subparagraph a, above.
- c. If Defendant completes the SEP satisfactorily, but spends less than 90 percent of the amount set forth in Paragraph 23, Defendant must pay a penalty of \$32,000.

- d. If Defendant completes the SEP, but visible emissions from the roof monitor or caster runout heat release stack are identified during the SEP Completion Testing described in Paragraph 26, Defendant shall pay \$250,000.
- e. If Defendant does not submit timely the SEP Completion Report,

 Defendant must pay penalties in the following amounts for each day after the report was due until it submits the report:

Penalty per violation per day Period of violation

\$100	1st through 14th day
\$250	15th through 30th day
\$500	31st day and beyond

- 34. The United States' determinations of whether Defendant completed the SEP satisfactorily and whether Defendant made good faith and timely efforts to complete the SEP will bind Defendant.
- 35. Any public statement that Defendant makes referring to the SEP must include the following language: "Keystone Steel & Wire Co./Keystone Consolidated Industries, Inc. undertook this project under the settlement of the United States' enforcement action against it for violations of the Clean Air Act."
- 36. If an event occurs which causes or may cause a delay in completing the SEP as required by this Consent Decree, Defendant will follow the procedures outlined in Section XII of this Consent Decree (Force Majeure).
- 37. For federal income tax purposes, Defendant will neither capitalize into inventory or basis, nor deduct any costs or expenditures incurred in performing the SEP.

IX. EPA'S REVIEW AND APPROVAL OF DELIVERABLES

38. Initial Submissions.

- a. After review of any plan, report, or other deliverable that is required to be submitted for approval pursuant to this Consent Decree, EPA shall: (1) approve, in whole or in part, the submission; (2) approve the submission upon specified conditions; (3) disapprove, in whole or in part, the submission due to material defects or deficiencies in the Defendant's submissions; or (4) any combination of the foregoing. Unless EPA approves upon specified conditions or disapproves the submission within 60 days of EPA's receipt of such submission, the submission shall be deemed approved.
- b. EPA also may modify the initial submission to cure material deficiencies in the submission if: (1) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the work; or (2) previous submissions have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable plan, report, or deliverable.
- 39. Resubmissions. Upon receipt of a notice of disapproval under Paragraph 38.a(3) or (4), or if required by a notice of approval upon specified conditions under Paragraph 38.a(4), Defendant shall, within 15 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. After review of the resubmitted plan, report, or other deliverable, EPA may: (a) approve, in whole or in part, the resubmission; (b) approve the resubmission upon specified conditions; (c) modify the resubmission; (d) disapprove, in whole or in part, the resubmission, requiring Defendant to correct the deficiencies; or (e) any combination of the foregoing. Unless EPA approves upon

specified conditions, modifies, and/or disapproves the resubmission within 60 days of EPA's receipt of such resubmission, the resubmission shall be deemed approved.

- 40. <u>Material Defects</u>. If an initially submitted or resubmitted plan, report, or other deliverable contains a material defect, and the plan, report, or other deliverable is disapproved or modified by EPA under Paragraphs 38.b (2) or 39 due to such material defect, then the material defect shall constitute a lack of compliance for purposes of Section XI (Stipulated Penalties) of this Decree. The provisions of Section XIII (Dispute Resolution) and Section XI (Stipulated Penalties) shall govern the accrual and payment of any stipulated penalties regarding the Defendant's submissions under this Section.
- 41. <u>Implementation.</u> Upon approval, approval upon conditions, or modification by EPA under Paragraph 38 (Initial Submissions) or Paragraph 39 (Resubmissions), of any plan, report, or other deliverable, or any portion thereof: (a) such plan, report, or other deliverable, or portion thereof, shall be incorporated into and enforceable under this Consent Decree; and (b) Defendant shall take any action required by such plan, report, or other deliverable, or portion thereof, subject only to their right to invoke the Dispute Resolution procedures set forth in Section XIII (Dispute Resolution) with respect to the modifications or conditions made by EPA. The implementation of any non-deficient portion of a plan, report, or other deliverable submitted or resubmitted under Paragraphs 38 or 39 shall not relieve Defendant of any liability for stipulated penalties under Section XI (Stipulated Penalties).

X. REPORTING REQUIREMENTS

42. In addition to any other requirement of this Consent Decree, Defendant shall submit to EPA a semi-annual progress report that: (a) describes the actions that have been taken toward achieving compliance with this Consent Decree during the previous six months;

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- (b) includes a summary of all results of sampling and tests and all other data received or generated by the Defendant or its contractors or agents in the previous six-month period;

 (c) identifies all plans, reports, and other deliverables required by this Consent Decree completed and submitted during the previous six-month period; (d) describes all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next six-month period and provide other information relating to the progress of construction; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of any work required by this Section VI (Compliance Requirements) of this Decree, and a description of efforts made to mitigate those delays or anticipated delays; (f) includes any modifications to any relevant work plans.

 Defendant shall submit these progress reports to EPA, beginning on the Date of Lodging, by January 31 of each calendar year for the period between July 1 through December 31 of the previous year, and by July 31 of each calendar year for the period between January 1 and June 30 of that year.
- 43. The reporting requirements of this Decree do not relieve the Defendant of any reporting obligations under the CAA or implementing regulations, or by any other federal, State, or local law, regulation, permit, or other requirement.
- 44. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree or as otherwise provided by law.

XI. STIPULATED PENALTIES

45. Defendant shall be liable to pay to the United States, automatically and without notice or demand, for stipulated penalties in the amounts set forth below, unless excused under Page 23 of 40

Section XII (Force Majeure). "Compliance" by Defendant shall include completion of all payments and activities required under this Decree, or any plan, report, or other deliverable approved under this Decree, in accordance with all applicable requirements of law, this Decree, and any plan report, or other deliverable approved under this Decree, and within the specified time schedules established and approved under this Decree.

- 46. <u>Late Payment of Civil Penalty</u>. If Defendant fails to pay the civil penalty required to be paid under Section VII (Civil Penalty) when due, the Defendant shall pay a stipulated penalty of \$5,000 per day for each day that the civil payment is late.
- 47. <u>Compliance Requirements</u>. For each day that the Defendant fails to complete the work specified in accordance with the applicable schedules developed pursuant to Section VI (Compliance Requirements), and for each day that Defendant fails to submit a report or plan as required by this Consent Decree and the Appendices hereto, Defendant shall be liable for stipulated penalties as follows, per day and per violation:

Violation/Failure to Comply with the Decree	Penalty (per day)
Failure to operate CEMS in accordance with Paragraph 8 a. and b.	\$5,000
Failure to calculate unquantified emissions in accordance with Paragraph 8.c.	\$5,000
Failure to report CEMS outages and estimated unquantified SO ₂ emissions in accordance with Paragraph 8.c.	\$1,000
Failure to comply with SO ₂ limit in accordance with Paragraph 9.	\$5,000

Failure to submit a work plan in accordance with Paragraph 10.a.	\$1,000
Failure to complete construction, perform testing and/or commence operation of modified baghouse fan motors in accordance with Paragraph 10.b	\$5,000
Failure to perform flow review in accordance with Paragraph 10.c.	\$1,000
Failure to submit flow study and recommendations, if any, in accordance with Paragraph 10.d.	\$1,000
Failure to submit a PMO Plan in accordance with Paragraph 11.	\$1,000
Failure to submit a Root Cause Failure Analysis or a supplemental Root Cause Failure Analysis by the deadlines specified in Paragraph 12.a or 12.a(7)	\$1,000
Failure to implement corrective action in accordance with Paragraph 12.c.	\$1,000
Occurrence of any Extended Duration Heat in excess of twenty (20) Extended Duration Heats during any 60-day rolling average period (calculated in accordance with the formula set forth in Paragraph 9) and where all such Extended Duration Heats have the same root cause based on the RCFA performed in accordance with Paragraph 12.	\$1,000
Failure to submit Title V permit application(s) in accordance with Paragraph 16.	\$1,000

Failure to submit a semi-annual progress report in accordance with Section X.	\$1,000
Failure to comply with information collection and retention requirements in accordance with Section XIV	\$1,000

- 48. All stipulated penalties shall begin to accrue on the day after performance is due or a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under Section IX (EPA's Review and Approval of Deliverables), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Defendant of any deficiency; (b) during the period of Dispute Resolution as provided in Section XIII (Dispute Resolution) of this Decree and Paragraph 52 below. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.
- 49. Violations of the SO₂ limit set forth in Paragraph 9 based on 30-day average constitutes 1 Day of violation for each 30-Day rolling average.
- 50. Following EPA's determination that the Defendant has failed to comply with a requirement of this Consent Decree, EPA may give the Defendant written notification of the same and describe the noncompliance. EPA may send the Defendant a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified the Defendant of a violation.

- 51. Defendant shall pay stipulated penalties to the United States within 30 days of a written demand by either EPA or the United States Department of Justice. All payments due under this Section shall indicate that the payment is for stipulated penalties, reference the specific violation(s), and be made in accordance with Paragraph 17.
- 52. Stipulated penalties shall continue to accrue as provided in Paragraph 48, during any dispute resolution period, but need not be paid until the following:
- a. If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court, the Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States within 15 Days of the effective date of the agreement or the receipt of EPA's decision or order;
- b. If the dispute is appealed to the Court and the United States prevails in whole or in part, the Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 days of receiving the Court's decision or order, except as provided in subparagraph c, below; or
- c. If any party appeals the District Court's decision, the Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 days of receiving the final appellate court decision.
- 53. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961 accruing as of the date payment became due. Nothing in this Section shall be construed as prohibiting, altering, or in any way limiting the rights of the United States to seek additional remedies or sanctions, pursuant to other provisions of this Consent Decree or of any applicable statutes and regulations, including seeking injunctive or other relief for Defendant's

failure to implement the injunctive relief provisions of this Consent Decree. Where a violation of this Consent Decree is also a violation of the Act, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

XII. FORCE MAJEURE

- 54. "Force Majeure," for purposes of this Consent Decree, is defined as any event arising from the causes beyond the control of Defendant, its contractors, or any entity controlled by Defendant that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. "Best Efforts" include using best efforts to anticipate any potential force majeure event and to address the effects of any such event (a) as it is occurring and (b) after it has occurred, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Decree.
- obligation under this Consent Decree, Defendant shall provide notice in writing, as provided in Section XVII of this Consent Decree (Notices and Submissions), within 10 Days of the time Defendant first knew of, or by the exercise of due diligence should have known of, the event. Such notification shall include an explanation and description of the reasons for the delay; the anticipated duration of the delay; a description of all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and Defendant's rationale for attributing such delay to a force majeure event. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure. Defendant shall be deemed to know of

any circumstance of which Defendant, its contractors, or any entity controlled by Defendant knew or should have known.

- 56. Defendant shall have the burden of proving that each event described in the preceding paragraph was a force majeure event; that Defendant gave the notice required by the preceding Paragraph; that Defendant used best efforts to prevent or minimize any delay caused by the event; and that any period of delay it claims was attributable to the force majeure event was caused by that event.
- 57. If the United States agrees that Defendant could not have prevented or mitigated any delay, or anticipated delay, attributable to a force majeure event by the exercise of its best efforts, the Parties shall stipulate to an extension of time for Defendant's performance of the affected compliance requirement by a period not exceeding the delay actually caused by such event. In such circumstances, the appropriate modification shall be made pursuant to Section XIX of this Consent Decree (Modification), where the modification is to a term of this Consent Decree. In the event that the Parties cannot agree, the matter shall be resolved in accordance with Section XIII of this Consent Decree (Dispute Resolution). An extension of time for performance of the obligations affected by a force majeure event shall not, of itself, extend the time for performance of any other obligation.

XIII. DISPUTE RESOLUTION

58. Unless otherwise expressly provided for in this Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the Unites States to enforce any obligation of Defendant arising under this Decree.

59. <u>Informal Negotiations Period.</u> Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when one Party sends the other Party a written Notice of Dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

60. Formal Dispute Resolution.

- a. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.
- b. The United States shall serve its Statement of Position within 60 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.
- c. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XVII (Notices and Submissions) of this Consent Decree, a motion requesting judicial resolution of the dispute. The motion must be

filed within 30 Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

d. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

61. Standard of Review.

- a. <u>Disputes Concerning Matters Accorded Record Review.</u> Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 60 pertaining to the adequacy, appropriateness, or implementation procedures of schedules, performance, or any other items requiring approval by EPA under this Consent Decree, and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, the final position of the United States shall be upheld by the Court if supported by substantial evidence in the administrative record.
- b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 60 Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the Objectives of the Consent Decree.
- 62. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with

respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 52. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XI (Stipulated Penalties).

XIV. INFORMATION COLLECTION AND RETENTION

- 63. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into the Facility at all reasonable times, upon presentation of credentials, to:
 - a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain samples taken by Defendant or its representatives, contractors, or consultants;
 - d. obtain documentary evidence, including photographs and similar data; and
 - e. assess Defendant's compliance with this Consent Decree.
- 64. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information retention period, upon request by the United

States or State, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

- 65. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.
- Paragraph, Defendant must notify the United States at least ninety days prior to the destruction of any records or documents subject to the requirements of the preceding Paragraph. Upon request by the United States, Defendant must deliver any such records or documents to EPA. Defendant may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, they must provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege claimed by Defendant. No documents, reports, or other information created or generated pursuant to the requirements of this Consent Decree may be withheld on the grounds that they are privileged.

XV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

67. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging.

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- 68. United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 67. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act, its implementing regulations, or regulations authorized by the Act, or under other federal or state laws, regulations, or permit conditions except as specifically stated in Paragraph 67.
- 69. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Facility or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case.
- 70. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with the provisions of the Act, 42 U.S.C. § 7401 *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits.

- 71. This Decree does not limit or affect the rights of the United States against any third parties not party to this Consent Decree, nor does it limit the rights of third parties not party to this Consent Decree against Defendants, except as otherwise provided by law.
- 72. This Decree shall not be construed to create any rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XVI. COSTS

73. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XVII. NOTICES AND SUBMISSIONS

74. Whenever, under the terms of this Decree, written notice, report or document is required to be sent from one Party to another, it shall be directed to the individuals at the address specified below. All notices and submissions shall be considered effective upon receipt, unless otherwise provided:

To the United States:

Chief, Environmental Enforcement Section Environment and Natural Resources Division U.S. Department of Justice P.O. Box 7611 Washington, D.C. 20044-7611 DJ# 90-5-2-1-09880

To EPA:

Compliance Tracker
U.S. Environmental Protection Agency
Region 5

AE-17J US EPA, Region 5 77 West Jackson Blvd. Chicago, IL 60604

And

Kathleen Schnieders
Office of Regional Counsel, C-14J
US EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

To Defendant:

General Counsel Keystone Consolidated Industries, Inc. 5430 LBJ Freeway, Suite 1700 Dallas, TX 75240-2697

And

Andrew R. Running Kirkland & Ellis LLP 300 North LaSalle Chicago, IL 60654

75. Any Party may, by written notice to the other Party, change its designated notice recipient or notice address provided above.

XVIII. RETENTION OF JURISDICTION

The Court shall retain jurisdiction over both the subject matter of this Decree and the Defendant for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling either of the Parties to apply to the Court at any time for such further order, direction, and relief as may be appropriate for the construction or modifications of this Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIII (Dispute Resolution).

XIX. MODIFICATION

- 77. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all of the parties.
- 78. Material modifications to this Decree shall be in writing, signed by the United States and the Defendant, and effective only upon approval by the Court. Non-material modifications to this Consent Decree shall be in writing and shall be effective when signed by the United States and the Defendant.
- 79. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

XX. TERMINATION

80. This Consent Decree may be terminated when the United States determines that the Defendant has satisfactorily completed performance of its obligations of this Decree, defined as: 1) payment of the civil penalty under Section VII (Civil Penalty) of this Decree; 2) any outstanding stipulated penalties under Section XI (Stipulated Penalties) of this Decree and; 3) any performance required under Section VI (Compliance Requirements) or Section X (Reporting Requirements) of this Decree. The Parties shall file with the Court an appropriate stipulation reciting that the requirements of the Consent Decree have been met and requesting termination of the Decree.

XXI. PUBLIC NOTICE AND COMMENT

81. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent

Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice.

XXII. SIGNATORIES / SERVICE

- 82. Each undersigned representative of Defendant, EPA, and the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.
- 83. Defendant agrees not to oppose entry of this Consent Decree by the Court or to challenge any provisions of the Decree unless the United States has notified the Defendant in writing that it no longer supports the entry of the Decree.
- 84. This Decree may be signed in parts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXIII. APPENDICES/ATTACHMENTS

Attachment A: RCFA Template.

Attachment B: RCFA Summary Template.

Attachment C: Construction Drawings for Caster Run Out Ventilation Project #23114001.08 and 23114001.16.

XXIV. FINAL JUDGMENT

- 85. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties regarding the settlement embodied in this Consent Decree.

 Other than deliverables that are approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.
- 86. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States and the Defendant.

DAY OF	
	DAY OF

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Signature Page for the Consent Decree in *United States v. Keystone Consolidated Industries, Inc. d/b/a Keystone Steel and Wire Co.* (C.D. II.)

FOR THE UNITED STATES OF AMERICA

DATE:		

THOMAS A. MARIANI, JR.

Deputy Section Chief

Environment and Natural Resources Division

U.S. Department of Justice

DATE: 2 12 20/6

IVA ZIZA

Trial Attorney

Environment and Natural Resources Division

U.S. Department of Justice

P.O. Box 7611

Washington D.C. 20044-7611

(202) 514-3211

iva.ziza@usdoj.gov

Signature Page for the Consent Decree in United States v. Keystone Consolidated Industries, Inc. d/b/a Keystone Steel and Wire Co. (C.D. Il.)

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: 12/17/15

SUSAN HEDMAN
Regional Administrator
United States Environmental Protection Agency
Region 5 (R-19J)
77 West Jackson Boulevard
Chicago, IL 60604-3590

DATE: 12-11-2015

Acting TO T. LEVERETT NELSON

Regional Counsel

United States Environmental Protection Agency

Region 5 (R-19J)

77 West Jackson Boulevard

Chicago, IL 60604-3590

DATE: //-/8-15

KATHLEEN KELLY SCHNIEDERS

Associate Regional Counsel

United States Environmental Protection Agency

Region 5 (R-19J)

77 West Jackson Boulevard

Chicago, IL 60604-3590

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Signature Page for the Consent Decree in United States v. Keystone Consolidated Industries, Inc. d/b/a Keystone Steel and Wire Co. (C.D. II.)

FOR KEYSTONE CONSOLIDATED INDUSTRIES, INC.:

DATE:

BERT E. DOWNING, JR.

Vice President and Chief Financial Officer Keystone Consolidated Industries, Inc.

ATTACHMENT ARCFA Template

	ATTACHMENT A-RCFA TEMPLATE	
[A] HEAT DETAILS	B] CHARGE DETAILS	[D] FORM DETAILS
Heat #	Scrap Type	Filled By:
Start of Extended Heat Date/Time	Charge Carbon Qty. (lbs)	Date Completed:
End of Extended Heat Date/Time	Charge Carbon Sulfur (%)	[E] NOTES
	[C] SO ₂ DATA	
Extended Heat Duration (min)	SO ₂ Emissions for Heat (lbs)	
	SO ₂ Emissions Rate (lbs/HMT)	
Hot Metal Tons (HMT)	30-d SO ₂ Rate on Prior Day	
	[F] NARRATIVE OF EVENT	
	IGI SO. MINIMIZATION STEPS	
a. Were there any safety issues precluding reasonal	[G] SO, MINIMIZATION STEPS ble actions to minimize Heat duration? If Yes, discuss.	
	ble actions to minimize Heat duration? If Yes, discuss.	
b. Was energy input to bath minimized, consistent w	ble actions to minimize Heat duration? If Yes, discuss.	
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The state of the s	[H] ROOT (A	AND CONTRIBUTING) CAUSE I	DENTIFICATION	
Root Cause				
Key Location of Failure				
Contributing Cause(s)				
		PREVENTION/REDUCTION ANA	ALYSIS	
Change Type (D/O/M)* Des.	Outside Consultant Reqd.?	Expected Capital Cost (\$)	Expected Annual Cost (\$/yr)	Expected Effectiveness
	J) CORI	RECTIVE ACTIONS TAKEN OR S	SCHEDULED	
If NONE, Explain> If TAKEN, fill-in below.				
Action Description			Responsibility	(Expected) Completion Date
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				1,1,0
How to Prevent Recurrence			, L	
ATTACHMENTS?	Yes/No (Describe, if Yes):		FOLLOW-UP REPORT?	Yes/No

^{*} D=Design; O=Operational; M=Maintenance

ATTACHMENT B

RCFA Summary Template

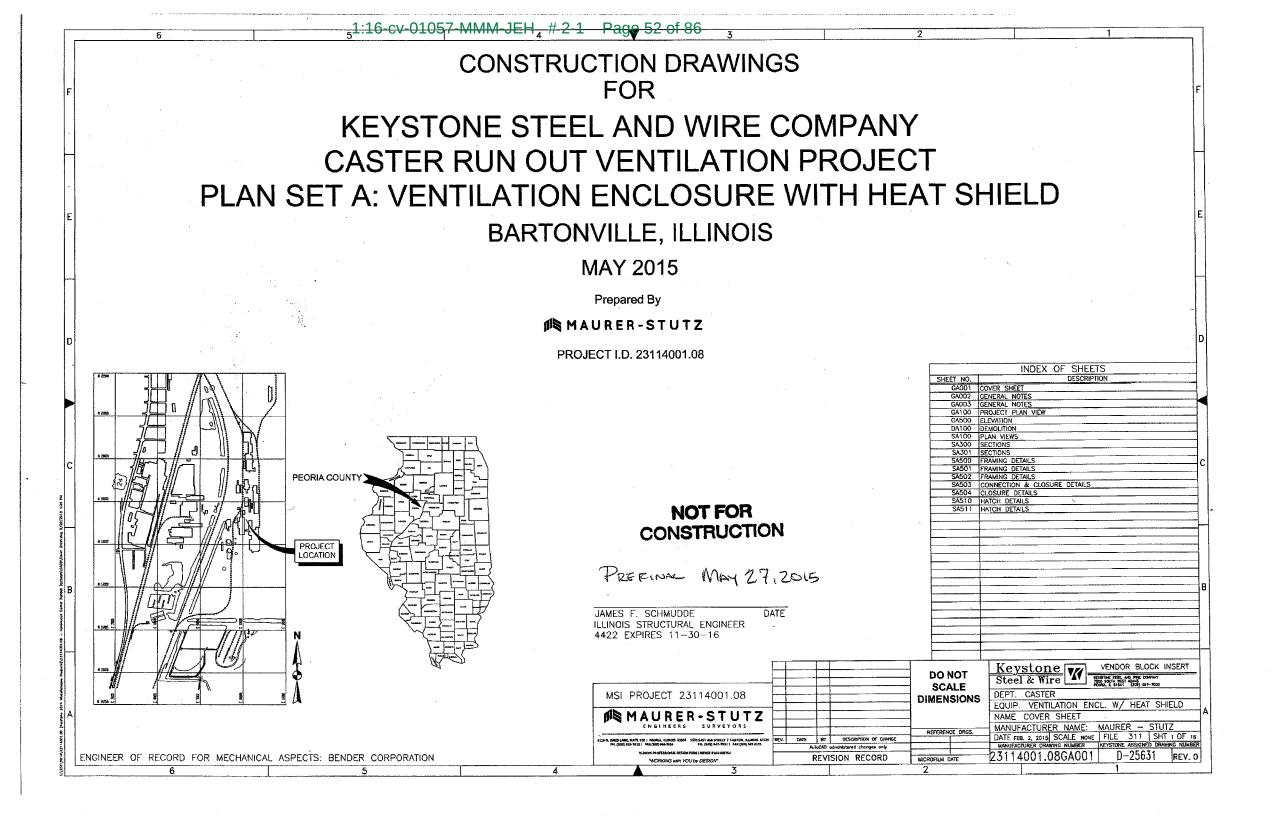
ATTACHMENT B- RCFA SUMMARY TEMPLATE

Consent Decree Between United States of America and Keystone Consolidated Industries, Inc. d/b/a Keystone Steel & Wire

Heat	Date	Start	End	Heat	Steel	Pounds	Average	Current	Reason(s)	Steps	Corrective
Number		of	of	Elapsed	Production-	(lbs) of	Pounds	30-day	For	Taken to	Action(s)
		Heat	Heat	Time	Hot Metal	SO ₂	of SO ₂	Rolling	Extended	Minimize	İ
		Time	Time		Tons		per HTM	Average	Duration	SO ₂	
					(HMT)		(lb/HMT)	(Paragraph	Heat	Emissions	-
								9 of the			
								Decree)			
]			[

ATTACHMENT C

Construction Drawings for Caster Run Out Ventilation Project Project ID #23114001.08 and #23114001.16



- 1.1 FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING CODES AND STANDARDS. IN CASE OF CONFLICT BETWEEN THE APPLICABLE CODES, THE MORE STRINGENT OF THESE CODES SHALL GOVERN
 - 1.1.1 AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL BUILDINGS.
 - 1.1.2 GUIDE FOR THE DESIGN AND CONSTRUCTION OF MILL BUILDINGS ASSOCIATION OF IRON AND STEEL ENGINEERS (AISE) TECHNICAL REPORT #13 - INCLUDING LATEST REVISIONS.
 - 1.1.3 AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS. EXPANSION ANCHORS SHALL BE GALVANIZED STEEL, HILTI "KWIK-BOLT", OR EQUAL.
 - 1.1.4 WELDING AS PER AWS "STRUCTURAL WELDING CODE" D1.1.
- 1.1.5 DESIGN LOADS (PLAN SET A ONLY):

Surfaces That Are Horizontal or Slope Less than 1 ft. per 4 ft.

HEAT SHIFLD Dust Load Process & Utility Load

- 10 Pounds/SF - 5 Pounds/SF 20 Pounds/Si

Live Load **Dust Load** Live Load

- 10 Pounds/\$F - 0 Pounds/SF - 20 Paunds/SF

1.1.5 DESIGN LOADS (PLAN SET B ONLY):

1.1.5.1 Roof Sloping Deck Snow Load UNO

Process & Utility Load

- 30 Lbs/Sq Ft

1.1.5.2 Wind Loads Basic Wind Speed Wind Importance Factor Wind Exposure Internal Pressure Coef

 90 MPH - 1.0 - C - +/-0.5S - Per ASCE 7-05

Design Wind Pressure 1.1.5.3 Earthquake Design Date Selsmic Use Group Spectral Response Coeff Site Class Analysis Procedure

Seismic forces do not govern

1.1.5 DESIGN LOADS (PLAN SET C ONLY): MATCH EXISTING BUILDING DESIGN LOADS

- 1.2 THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING DIMENSIONS, MATERIALS AND CONDITIONS BEFORE FABRICATING OR ORDERING ANY OF THE MATERIALS REQUIRED FOR THIS PROJECT. ADDITIONALLY, THERE ARE ABOVE AND BELOW GROUND UTILITIES THAT ARE IDENTIFIED/UNIDENTIFIED IN THE PLANS THAT MUST BE VERIFIED.
- THE CONTRACTOR IS RESPONSIBLE TO COMPLETE ALL LAYOUT WORK REQUIRED FOR THIS PROJECT.
- 1.4 ALL PROPOSED DIMENSIONS SHOWN ARE TO THE CENTER LINE OF MEMBERS, EXCEPT CHANNELS WHICH ARE DIMENSIONED TO THE FLAT OUTSIDE FACE OF THE WEB, AND ANGLES, WHICH ARE DIMENSIONED TO THE FLAT OUTSIDE FACE OF THE VERTICAL LEG, UNLESS OTHERWISE NOTED ON THE PLANS

2. MATERIALS

2.1 CONCRETE (PLAN SET B ONLY):

CONCRETE WORK FOR THE FOUNDATION MODIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ACI 301 (LATEST EDITION), THE CONCRETE SHALL ACHIEVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSHIN 7 DAYS, ALL CONCRETE SHALL HAVE A MIX DESIGN WITH A MINIMUM CONTENT OF SIX (6) BAGS OF CEMENT PER CUBIC YARD, AND A SLUMP BETWEEN 3 AND 4 INCHES. IN ADDITION, THE CONCRETE FLOOR AND FOUNDATION SHALL HAVE AN ENTRAINED AIR CONTENT BETWEEN 4.5 AND 7.5 PERCENT. THE MIX DESIGNS AND CONCRETE PLACEMENT SHALL ALSO MEET THE REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION

- 2.1.1 REINFORCEMENT BARS SHALL CONFORM TO ASTM 615 OR ASTM 708, GRADE 60.
- 2.2 STRUCTURAL STEEL:
 - 2.2.1 WIDE FLANGE SHAPES ASTM A572 GR. 50 WITH SPECIAL REQUIREMENTS PER AISC TECHNICAL BULLETIN #3, NEW SHAPE MATERIAL, DATED 3/3/97 (LATEST SPEC.). 2.2.2 MISCELLANEOUS SHAPES AND PLATES - ASTM A572 GR. 50 (LATEST SPEC.) OR A36.
- 2.3.1 CONFORM TO THE FOLLOWING:
 - 2.3.1.1 SDI DESIGN MANUAL
 - 2.3.1.2 AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS.
 - 2.3.1.3 CORNER TRIM AND FLASHING SHALL BE MADE OF 24 GAGE COIL STOCK AND THE FINISH SHALL MATCH THE DECKING FINISH UNLESS OTHERWISE NOTED.
- 2.3.2 CONTRACTOR SHALL:
 - 2.3.2.1 SUBMIT SHOP DRAWINGS TO KEYSTONE FOR APPROVAL. SHOP DRAWINGS SHALL INCLUDE MEMBER DETAIL AND ERECTION PLANS
 - 2.3.2.2 FABRICATE DECK TO BE CONTINUOUS OVER 2 OR MORE SPANS WHEN APPLICABLE.

2. MATERIALS (CONTINUED)

2.3.3 WALL DECK (PLAN SET A & B) TYPE: 1.5 B, GA: 24 VULCRAFT

FINISH: GAI VANIZED G90 36 INCHES NET LAY. (INVERTED)

ENDS AND END LAPS SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE, SCREW TO INTERMEDIATE SUPPORTS IN EVERY OTHER FLUTE. PARTIAL SHEETS SHOULD BE ATTACHED TO THE SUPPORTS IN EVERY FLUTE.

END LAPS OCCUR AT SUPPORTS ONLY MINIMUM LAP = 4" SIDE LAPS MUST BE EASTENED TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 24" C/C USING TEK SCREWS. ALL SCREWS N. I. V. C. WITH EPDM 300 °F, MIN RATING OR SERRATED FLG. WASHERS.

2.3.3 ROOF DECK (PLAN SET CONLY)

TYPE: AMERICAN BUILDINGS LÓNG SPAN III, 26 GA - VERIFY - SEE IMPORTANT NOTE BELOW. FINISH: G-90 COATING

ENDS AND END LAPS SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE, SCREW TO INTERMEDIATE SUPPORTS IN EVERY OTHER FLUTE, PARTIAL SHEETS SHOULD BE ATTACHED TO THE SUPPORTS IN EVERY FLUTE.

END LAPS OCCUR AT SUPPORTS ONLY. MINIMUM LAP = 4". SIDE LAPS MUST BE EASTENED TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 24° C/C USING TEK SCREWS: ALL SCREWS N. I. V. C. WITH EPDM 300 °F MIN RATING OR SERRATED FLG.WASHERS

IMPORTANT NOTE:

CONTRACTOR MUST VERIFY THE TYPE LISTED MATCHES THE PROFILE AND GAGE OF THE EXISTING ROOF DECK PRIOR TO ORDERING THE MATERIAL

2.3.4 ROOF DECK (PLAN SET A & B) TYPE: 1.5 B. GA: 20 VULCRAFT

FINISH: GALVANIZED G90

SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE. SCREW TO SUPPORTS IN EVERY OTHER FLUTE. PARTIAL SHEETS SHOULD BE ATTACHED TO THE SUPPORTS IN

END LAPS OCCUR AT SUPPORTS ONLY. MINIMUM LAP = 6". SIDE LAPS MUST BE FASTENED. TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 12" C/C USING TEK SCREWS, LAP SIDES ONE FULL RIB.

2.3.5 SKIRT SIDING (PLAN SET A ONLY)

TYPE: AMERICAN BUILDINGS LONG SPAN III, 26 GA

FINISH: G-90 COATING

ENDS AND END LAPS SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE, SCREW TO INTERMEDIATE SUPPORTS IN EVERY OTHER FLUTE, PARTIAL SHEETS SHOULD BE ATTACHED TO THE SUPPORTS IN EVERY FLUTE.

END LAPS OCCUR AT SUPPORTS ONLY MINIMUM LAP = 4" SIDE LAPS MUST BE EASTENED TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 24" C/C USING TEK SCREWS. ALL SCREWS N. J. V. C. WITH EPDM 300 °F MIN RATING OR SERRATED FLG.WASHERS

2.4 CHECKERED PLATE

RAISED PATTERN FLOOR PLATE SHALL MEET THE REQUIREMENTS OF ASTM A786, WITH REGULAR QUALITY CARBON STEEL (C=0, 15% MAX.) OR ASTM A36, FLOOR PLATE LUGS SHALL BE LARGE PATTERN (0,095 HIGH, 1,25" LONG), WELD FLOOR PLATE TO SUPPORTING BEAMS AND ANGLE STIFFENER WITH TWO INCH (2") LONG FILLET WELDS AT EIGHTEEN INCH (18") SPACING, ALL JOINTS NOT OVER A SUPPORTING BEAM SHALL HAVE BE FULLY SEAM WELDED WITH A 1/2 INCH BACKING BAR OR ANGLE.

2.5 HANDRAIL (PLAN SET A ONLY)

ALL HANDRAIL SHALL BE CAPABLE OF RESISTING A 200 LB, LOAD APPLIED IN ANY DIRECTION. ALL RAILS AND POSTS SHALL BE 1½" DIAMETER EXTRA STRONG (SCH. BO) PIPE (Fy = 35 KS) MINIMUM), MAXIMUM POST SPACING SHALL BE EIGHT FEET (8"), KICK PLATES ARE REQUIRED ON FULL HEIGHT RAILS. THREE SWING GATES ARE REQUIRED AT LOCATIONS SELECTED BY

3. NOT APPLICABLE

4. COATING SYSTEM

4.1 STRUCTURAL STEEL - UNLESS OTHERWISE AUTHORIZED BY KEYSTONE, ALL STEEL SHALL BE PREPARED AND THE COATING SYSTEM APPLIED IN THE SHOP, THE STEEL SHALL BE FREE OF OILS, GREASE AND CHEMICAL CONTAMINANTS, THEN THE SURFACE PREPARED WITH SSPC-SP5 WHITE METAL STANDARD WITH AN ANGULAR ANCHOR PROFILE OF 2 TO 3 MILS. THERE SHALL BE A STRIPE COAT OF PROPOLYMER COATINGS PRO TUFF 225 HIGH PERFORMANCE ALUMINUM EPOXY MASTIC TO ALL SHARP EDGES AND WELDS AT 3 TO 5 MILS DET. THE BASE COAT OF PROPOLYMER PRO TUFF 2225 HIGH PERFORMANCE ALUMINUM EPOXY MASTIC SHALL BE APPLIED TO ALL PROPERLY PREPARED SUBSTRATES TO YIELD 6 TO 8 MILS DET. THE FINISH COAT OF PROPOLYMER PRO TUFF 2225 HIGH PERFORMANCE ALUMINUM EPOXY MASTIC SHALL BE APPLIED TO ALL PROPERLY PREPARED SUBSTRATES TO YIELD 6 TO 8 MILS DFT. TOTAL DRY FILM THICKNESS SHALL 8E 12 TO 16 MILS EXCLUSIVE OF STRIPE COATED AREAS AND 15 TO 21 MILS INCLUSIVE OF STRIPE COATED AREAS. WHEN TOUCHING UP FIELD CONNECTIONS, THREE COATS MAY BE REQUIRED TO OBTAIN SPECIFIED MILEAGE. FIELD PREPARATION WILL NEED TO BE POWER WIRE BRUSH OR GRIND TO SMOOTH WELDS, CLEAN FLASH RUSTING AND ENSURE AN ANGULAR ANCHOR PROFILE IS STILL PRESENT, SCHEDULING OF THE PROJECT MUST INCLUDE 72 HOURS OF CURE TIME AT 75 DEGREES, (SUPPLIER REPRESENTATIVE JAMES MCCADDEN AT 314-550-2801.)

ALTERNATE COATING SYSTEMS USING VINYL ESTER AT A RATE OF 24 TO 30 MILS EXCLUSIVE OF STRIPE COATED AREAS (29 TO 40 MILS INCLUSIVE) WITH SIMILAR PREPARATION ARE ACCEPTABLE, SPECIFIC PRODUCTS INCLUDE PROPOLYMER COATINGS PROLINE 4844S UHT VINYL ESTER (REP. JAMES MCCADDEN) AND TNEMEC SERIES 120 VINYL ESTER (REP. KEITH KENNETT 309-945-2094). PLASITE 4300 BY CARBOLINE AT A HIGHER APPLICATION RATE IS ALSO ACCEPTABLE (REP: 1-888-227-2654)

4.2 SURFACE PREPARATION, THICKNESS OF COATING, AND APPLICATION OF ALL PAINT SHALL BE IN ACCORDANCE WITH PAINT MANUFACTURER'S RECOMMENDATIONS.

5. GROUT

- 5.1 ALL GROUT SHALL BE "MASTER BUILDERS CO." OR APPROVED EQUAL AND INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 5.2 USE "MASTERFLOW 928 GROUT," OR APPROVED EQUAL FOR MAIN COLUMNS, EQUIPMENT SUPPORT COLUMNS, AND MISCELLANEOUS STRUCTURAL SUPPORTS.
- 5.3 TEMPORARY SHIMS SHALL BE REMOVED, AND VOIDS FILLED WITH GROUT.

6. CONNECTIONS

- 6.1 THE STRUCTURAL STEEL DETAILER IS RESPONSIBLE FOR THE DESIGN OF ALL CONNECTIONS. EXCEPT THOSE SPECIFICALLY SHOWN ON THE DESIGN DRAWINGS. CALCULATIONS OF CONNECTIONS DESIGNED MUST BE SUBMITTED TO THE ENGINEER FOR REVIEW.
- BRACING FORCES ON DESIGN DRAWINGS (+) INDICATES COMPRESSION FORCE AND (-) INDICATES TENSILE FORCE. ALLOWANCE SHALL BE MADE FOR "DRAW" AS PER AISC "DETAILING FOR STEEL CONSTRUCTION" - LATEST EDITION, SHOW LOADS ON MEMBERS THAT CONNECTION DESIGN IS REQUIRED.
- 8.3 BEAM CONNECTIONS UNLESS SPECIFICALLY NOTED ON THE DESIGN DRAWINGS, SHALL BE SELECTED TO SUPPORT THE BEAM CAPACITIES GIVEN IN THE ALLOWABLE LOADS ON BEAM TABLES, PART 2 OF THE AISC "MANUAL OF STEEL CONSTRUCTION", FOR THE GIVEN SHAPE
- 6.4 NO FIELD BURNING IS PERMITTED WITHOUT SPECIFIC OWNER AUTHORIZATION PERMIT.
- 6.5 ALL BEAMS TO BE INSTALLED WITH CAMBERS UP. ALL GIRTS TO BE INSTALLED WITH SWEEPS (Y- AXIS CAMBERS) UP.
- 1/4 SAG RODS TO BE SPACED ON GIRTS & PURLINS WHERE SHOWN ON FRAMING ELEVATIONS NOT GREATER THAN 8'-0" C/C. FOUR (4) NUTS & WASHERS TO BE PROVIDED FOR EACH SAG ROD

NOT FOR CONSTRUCTION

Kevstone **V**((VENDOR BLOCK INSERT DO NOT Steel & Wire SCALE MSI PROJECT 23114001.08 DEPT, CASTER DIMENSIONS EQUIP. VENTILATION ENCL. W/ HEAT SHIELD N MAURER-STUTZ NAME GENERAL NOTES SURVEYORS MANUFACTURER NAME: MAURER - STUTZ REFERENCE DRGS SCALE FILE SHT 2 OF REV. DATE BY DESCRIPTION OF CHANGE 124 M. CARELLANE, SURVE (SO) PEONIA, ILLINOIS 61504 2670 EAST NOW STREET | CANTON, BLUNDIS 6255 DIE 7200 EAST, NOVEL EAST NOW COLLEGE KEYSTONE ASSIGNED DRAWING NUMBER AutoCAD administered changes only D-25631 23114001.08GA002 REVISION RECORD WORKING with YOU by DESIGN MICROFILM DATE

STRUCTURAL GENERAL NOTES - CONTINUED (PLAN SETS A. B AND C UNLESS OTHERWISE NOTED)

7. BOLTED CONNECTIONS

- ALL HIGH STRENGTH BOLTED CONNECTIONS SHALL BE BEARING-TYPE, SNUG-TIGHTENED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AISC SPECIFICATION FOR STRUCTURAL JOINTS. STANDARD HOLES SHALL BE PROVIDED FOR THE BOLTED CONNECTIONS UN O
- 7.2 PRIMARY CONNECTIONS FOR ALL STEEL, UNLESS NOTED ON THE DESIGN DRAWINGS, SHALL BE 3/4" (19 mm) DIAMETER BOLTS ASTM A325 GALVANIZED. HEAVY-HEX NUTS SHALL MEET THE REQUIREMENTS OF ASTM A563. HARDENED WASHERS ARE REQUIRED UNDER ANY TURNED ELEMENT. HARDENED WASHERS SHALL MEET THE REQUIREMENTS OF ASTM F436. NUTS AND WASHERS TO BE GALVANIZED PER SAME TYPE AS BOLTS.
- 7.3 BOLTED CONNECTIONS SHALL HAVE A MINIMUM OF 2 BOLTS.
- 7.4 THE FABRICATOR SHALL FURNISH ALL FIELD BOLTS, NUTS, AND WASHERS NECESSARY, PLUS
- 7.5 HAND TIGHTEN AND TACK WELD NUTS FOR ALL BOLTS IN SLOTTED HOLES PROVIDED FOR EXPANSION OR UNI-DIRECTIONAL FORCE APPLICATIONS.

8. WELDED CONNECTIONS

- 8.1 WELDS SHALL BE IN ACCORDANCE WITH THE STRUCTURAL WELDING CODE AWS D1.1. LATEST EDITION. WELD RODS E70-XX OR E70-ET MINIMUM (U.N.O.).
- WHERE FIELD WELD IS SPECIFIED THE FABRICATOR SHALL DETAIL, FABRICATE AND FURNISH NECESSARY ERECTION CLIPS AND BOLTS.
- 8.3 ALL GUSSET PLATES AND CLIP ANGLES SHALL HAVE A MINIMUM THICKNESS OF 3/8" (8 mm) UNO.
- 8.4 PRE & POST HEAT PRACTICE FOR JUMBO SECTION WELDS TO BE PER ASW CODE.

9. INSPECTION AND TESTING (SHOP)

- 9.1 THE ENGINEER RESERVES THE RIGHT TO INSPECT THE MATERIALS AND FABRICATION AT ANY TIME TO ASSURE THAT THE MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH APPLICABLE CODES AND SPECIFICATIONS.
- 9.2 ALL WELDS SHALL BE SUBJECT TO VISUAL INSPECTION ACCORDING TO THE PROCEDURES AND ACCEPTANCE CRITERIA OUTLINED IN AWS D1.1.
- A WRITTEN REPORT SUMMARIZING THE RESULTS OF THE VISUAL INSPECTIONS SHALL BE SUBMITTED TO THE OWNER WITHIN SEVEN (7) DAYS OF THE DATE OF THE INSPECTION.
- WELDS WHICH SHOW DEFECTS OR INDICATE FLAWS IN THE WORKMANSHIP WILL BE REJECTED. REJECTION OF A PARTICULAR WELD OR PART OF A WELD WILL NOT RECESSARILY CONSTITUTE REJECTION OF THE ENTIRE MEMBER BUT SUCH REJECTION WILL BE CAUSE FOR REWORK IN ACCORDANCE WITH THE STANDARDS OF AWS D1.1. REPAIR AND CORRECTION OF REJECTED WELDS WILL BE DONE AT THE EXPENSE OF THE FABRICATOR

10. INSPECTION AND TESTING (FIELD)

- 10.1 THE OWNER RESERVES THE RIGHT TO INSPECT THE ERECTION OF THE STRUCTURAL STEEL AT ANY TIME TO ASSURE THAT THE MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS AND CODES.
- 10.2 ALL FIELD WELDS WILL BE SUBJECT TO VISUAL INSPECTION ACCORDING TO THE PROCEDURES AND ACCEPTANCE CRITERIA OUTLINED IN AWS D1.1.
- 10.3 A WRITTEN REPORT SUMMARIZING THE RESULTS OF THE VISUAL INSPECTIONS SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WITHIN THREE (3) DAYS OF THE DATE OF THE INSPECTION.
- 10.4 WELDS WHICH SHOW DEFECTS OR INDICATE FLAWS IN THE WORKMANSHIP WILL BE REJECTED. REJECTION OF A PARTICULAR WELD OR PART OF A WELD WILL NOT NECESSARILY CONSTITUTE REJECTION OF THE ENTIRE MEMBER BUT SUCH REJECTION WILL BE CAUSE FOR REWORK IN ACCORDANCE WITH THE STANDARDS OF AWS D1.1. REPAIR AND CORRECTION OF REJECTED WELDS WILL BE DONE AT THE EXPENSE OF THE CONTRACTOR.
- 10.5 THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS RELATED TO CONCRETE TESTING, A MINIMUM OF SIX (6) CYLINDERS FROM EACH TRUCK IS REQUIRED. PAIRS OF CYLINDERS SHALL BE TESTED ON DAY 3 AND 7, FIELD AIR ENTRAINMENT AND SLUMP TESTS ARE NOT REQUIRED AS LONG AS TICKETS INDICATE AN AIR ENTRAINMENT ADMIXTURE IS INCLUDED IN THE MIX. NO WATER CAN BE ADDED TO THE CONCRETE MIXING DRUM ONSITE.

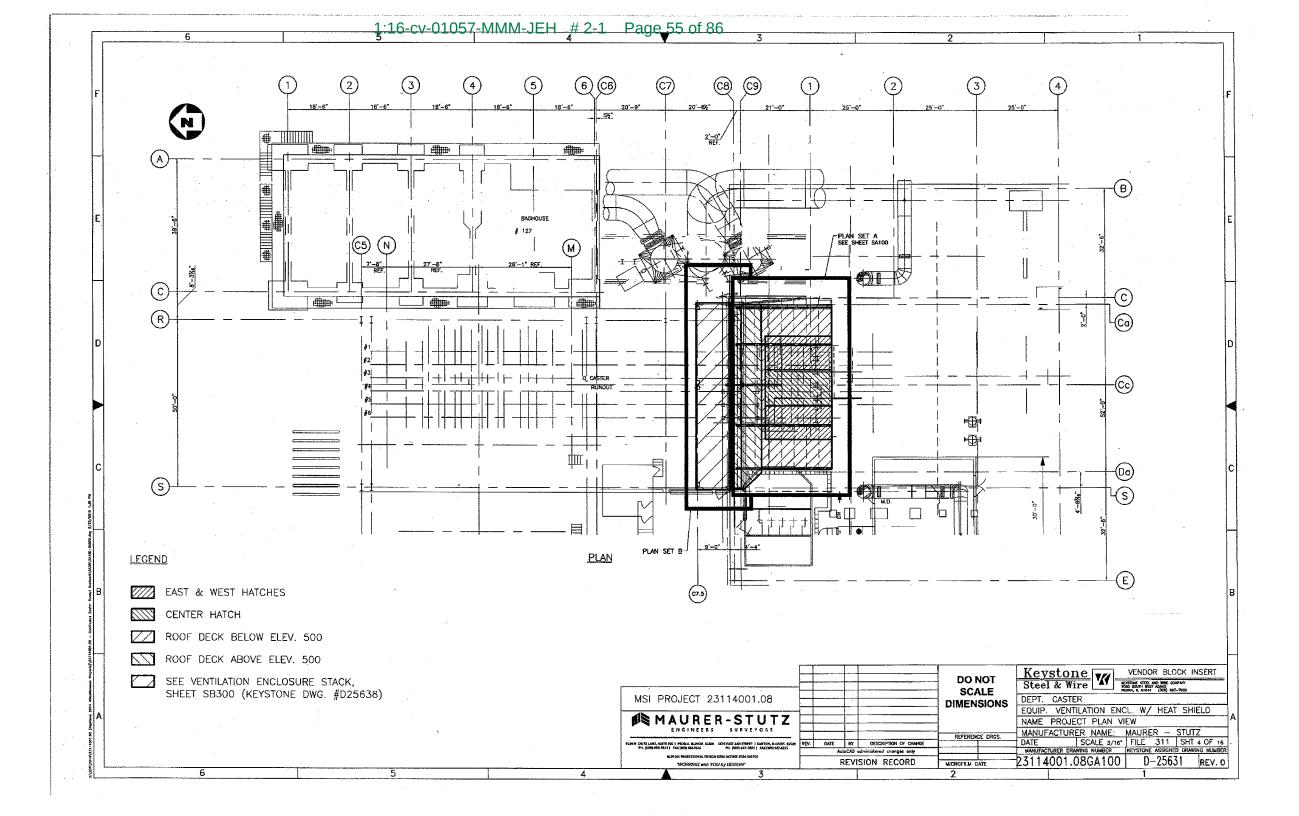
11. STAGING AND MATERIAL STORAGE

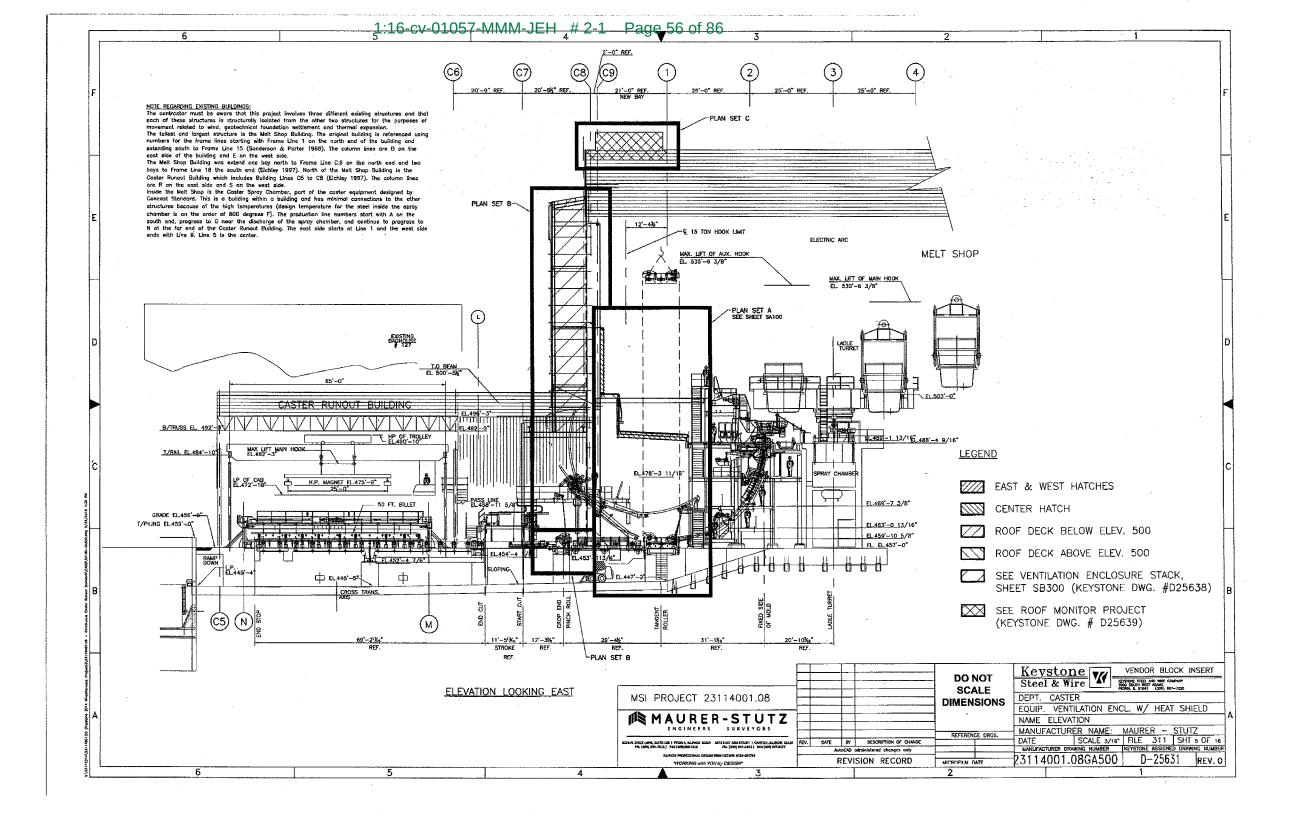
- 11.1 THE BRIDGE CRANE IN THE MELT SHOP CAN BE USED TO MOVE MATERIALS TO THE SITE. ADDITIONALLY, THE CONTRACTOR IS REQUIRED TO USE THIS CRANE TO PLACE THE ROOF HATCHES, THE 7.5 TON HOOK CAN BE USED BY THE CONTRACTOR, BUT WITH THE FOLLOWING RESTRICTIONS:
 - ONLY KEYSTONE PERSONNEL MAY OPERATE THE CRANE.
 - USE OF THE CRANE MUST BE REQUESTED IN WRITING TO KEYSTONE A MINIMUM OF 8 HOURS IN ADVANCE FOR USE BETWEEN 7 AM AND 4 PM ON WEEK DAYS: WRITTEN NOTICE IS REQUIRED 30 HOURS IN ADVANCE FIR USE OF CRANE BETWEEN 4 PM AND 1 AM ON WEEK DAYS OR ANYTIME SATURDAY; WRITTEN NOTICE IS REQUIRED 48 HOURS IN ADVANCE FOR USE ON SUNDAY

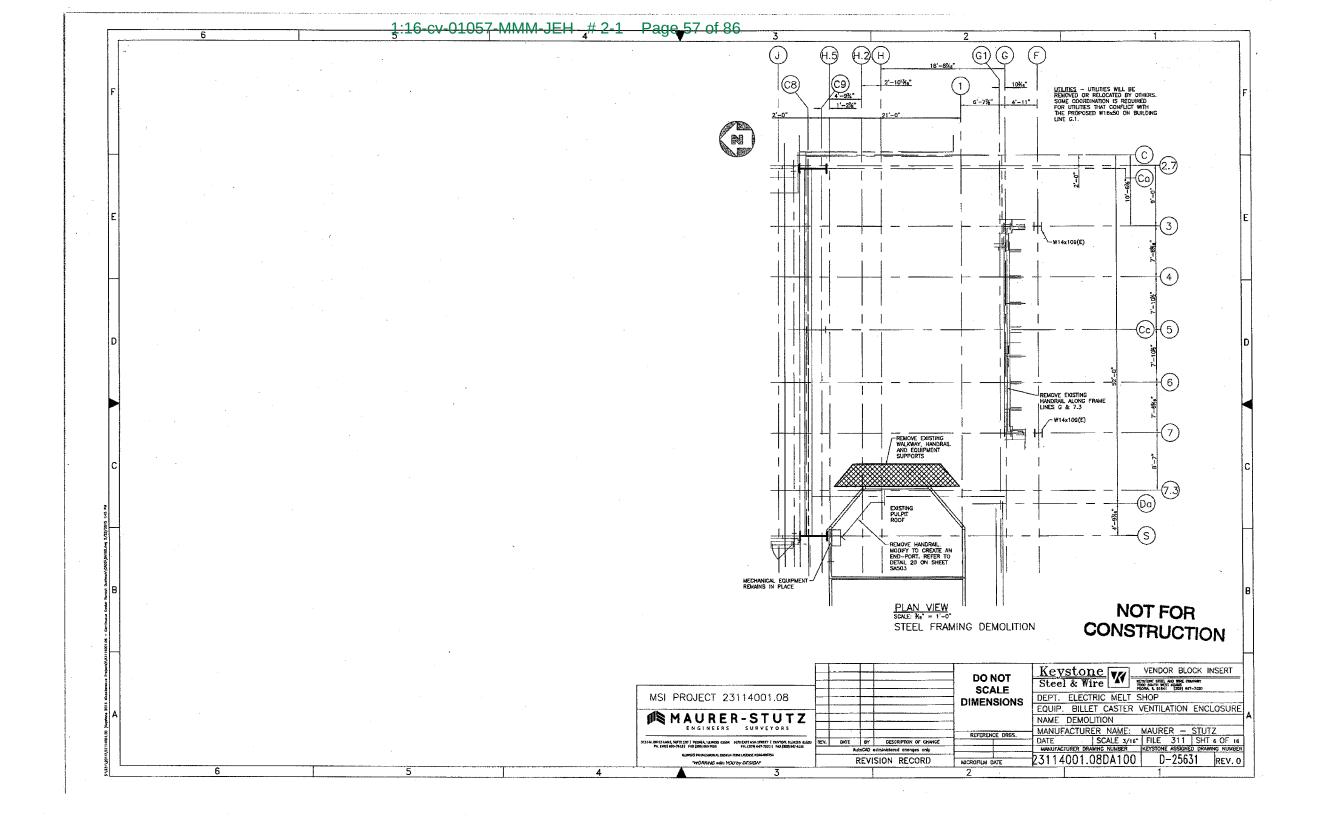
DELAYS RELATED TO SCHEDULED CRANE USAGE OF UP TO TWO HOURS ARE ROUTINE DUE TO THE DEMANDS ON THE CRANE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE (EXCLUSIVE TO THE CRANE ITSELF) INCIDENTAL TO ITS USE THAT OCCURS WHILE THE BRIDGE CRANE IS UNDER HIS DIRECTION EVEN IF THE PROBLEM IS RELATED TO OPERATOR FRROR

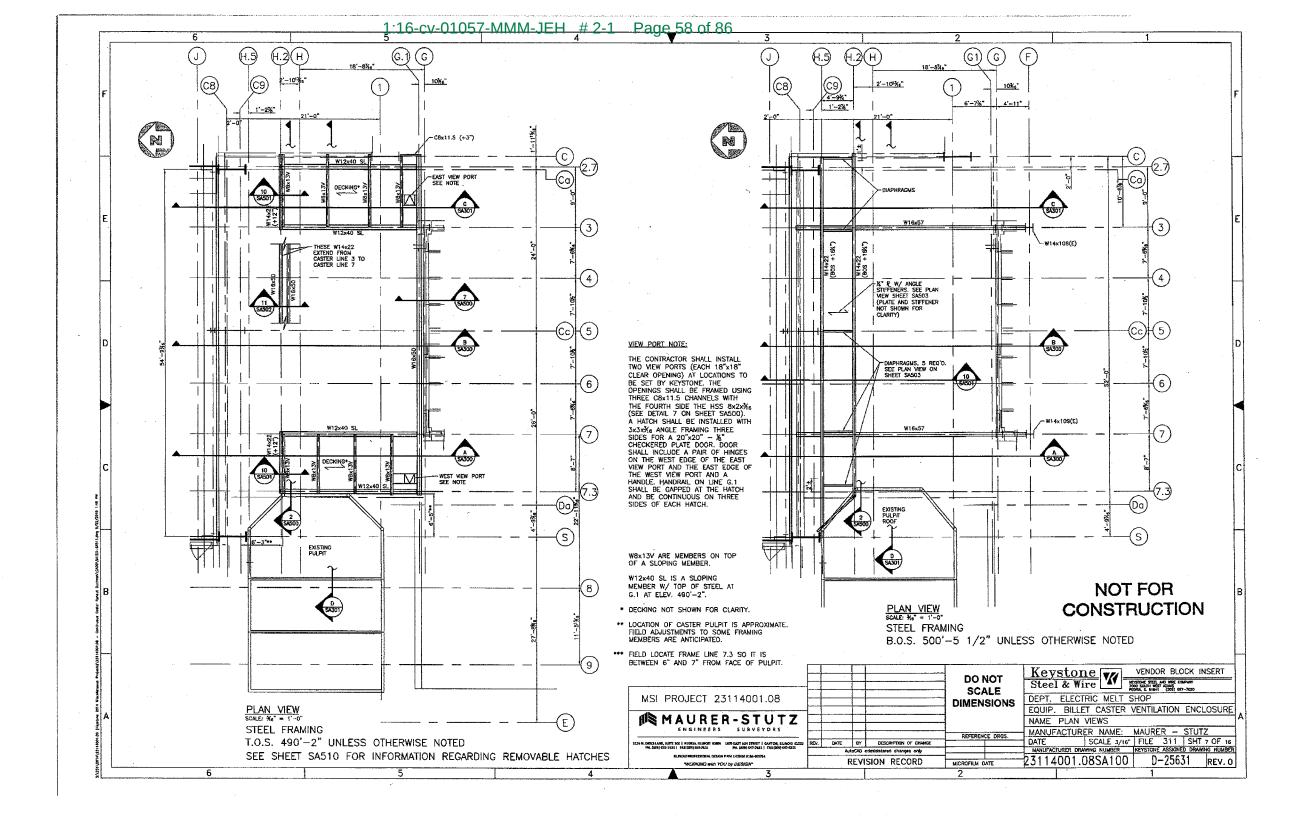
- 11.2 THERE ARE OTHER PROJECTS SCHEDULED FOR THE SAME SHUT DOWN THAT WILL BE IN THE VICINITY OF THIS PROJECT. THE OTHER PROJECT(S) SHALL NOT BE ALLOWED TO LOCATE A CRANE OR STORE MATERIAL ON THE WEST SIDE OF THE CASTER RUNOUT BUILDING, FOR THIS PROJECT, THE CRANE OR CONSTRUCTION MATERIAL MAY NOT BE LOCATED ON THE EAST SIDE OF THE CASTER RUNOUT BUILDING.
- 11.3 THE MAJORITY OF THE WORK ON THIS PROJECT SHALL BE DONE DURING THE SHUT DOWN AS OUTLINED IN THE BID DOCUMENTS. ANY WORK DONE BEFORE OR AFTER THE SHUT DOWN MUST BE APPROVED BY KEYSTONE PRIOR TO THE START OF ANY ON-SITE ACTIVITY, IT IS ANTICIPATED THAT THE HATCHES WILL NOT BE DELIVERED DURING THE SHUT DOWN. THE FINAL INSTALL OF THE HATCHES SHALL BE WITHIN AN EIGHT (8) WEEK PERIOD AFTER THE

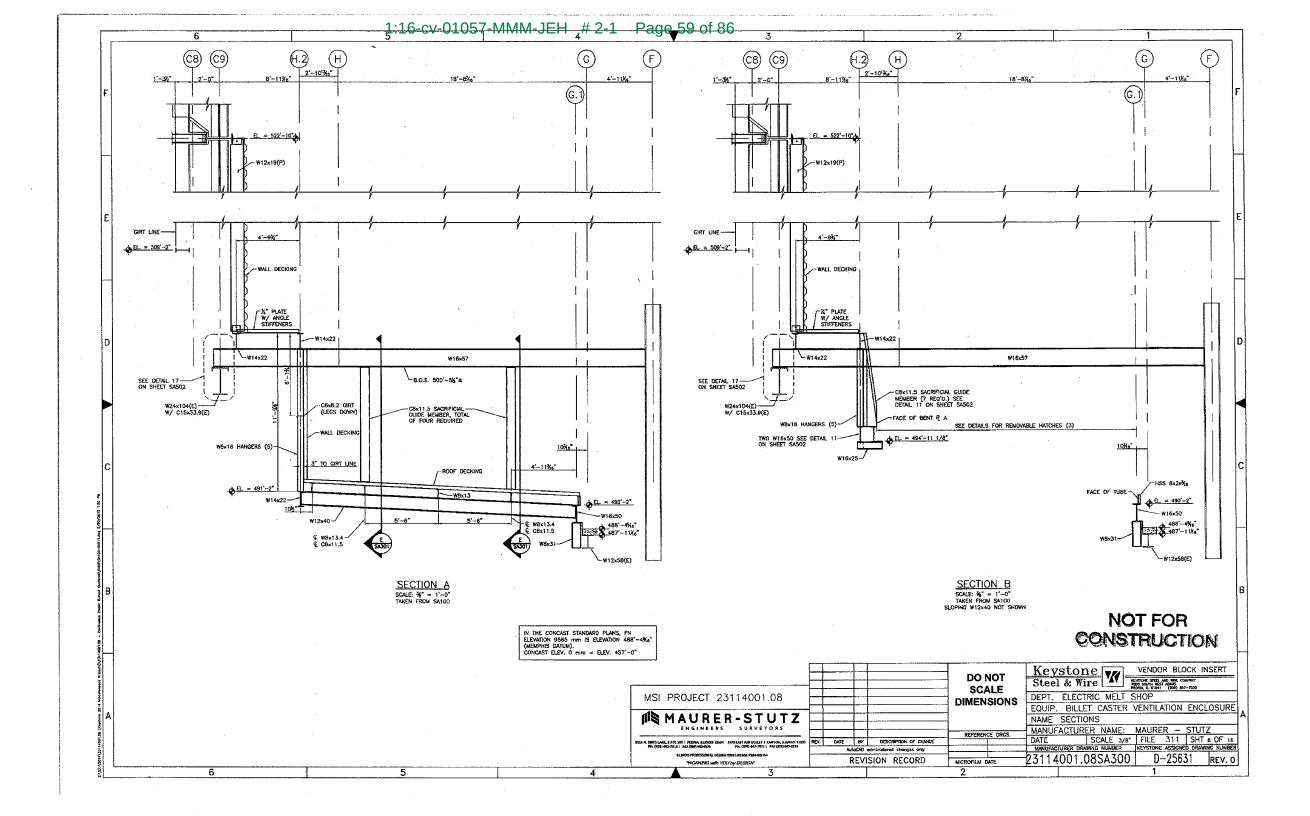
Keystone W VENDOR BLOCK INSERT DO NOT Steel & Wire SCALE MSI PROJECT 23114001.08 DEPT, CASTER **DIMENSIONS** EQUIP. VENTILATION ENCL. W/ HEAT SHIELD #ISMAURER-STUTZ NAME GENERAL NOTES MANUFACTURER NAME: MAURER - STUTZ REFERENCE DRO SCALE FILE SHT 3 OF DATE BY DESCRIPTION OF CHANCE lane, satte son i pedria, illinois eseoa. Seto bast aux statet i chatton, illinois eseo 29 erb-7ess (fax (100) erb-7em (fax (100) eft-7em (fax (100) eft-458) KEYSTONE ASSIGNED DRAWING NUMBER MANUFACTURER DRAWING NUMBER istered changes on 23114001.08GA003 D-25631 REVISION RECORD TYORKING with YOU by DESIGN" MICROFILM DATE

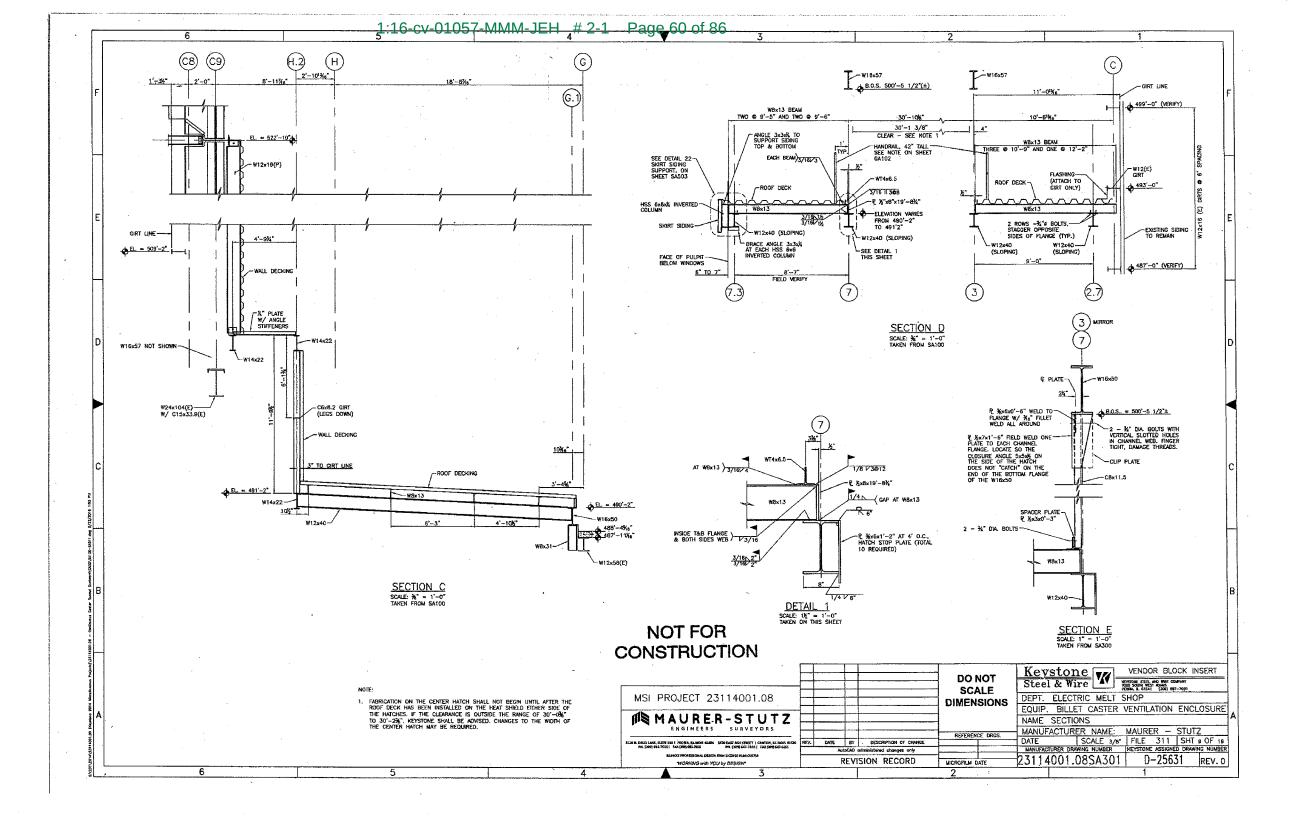


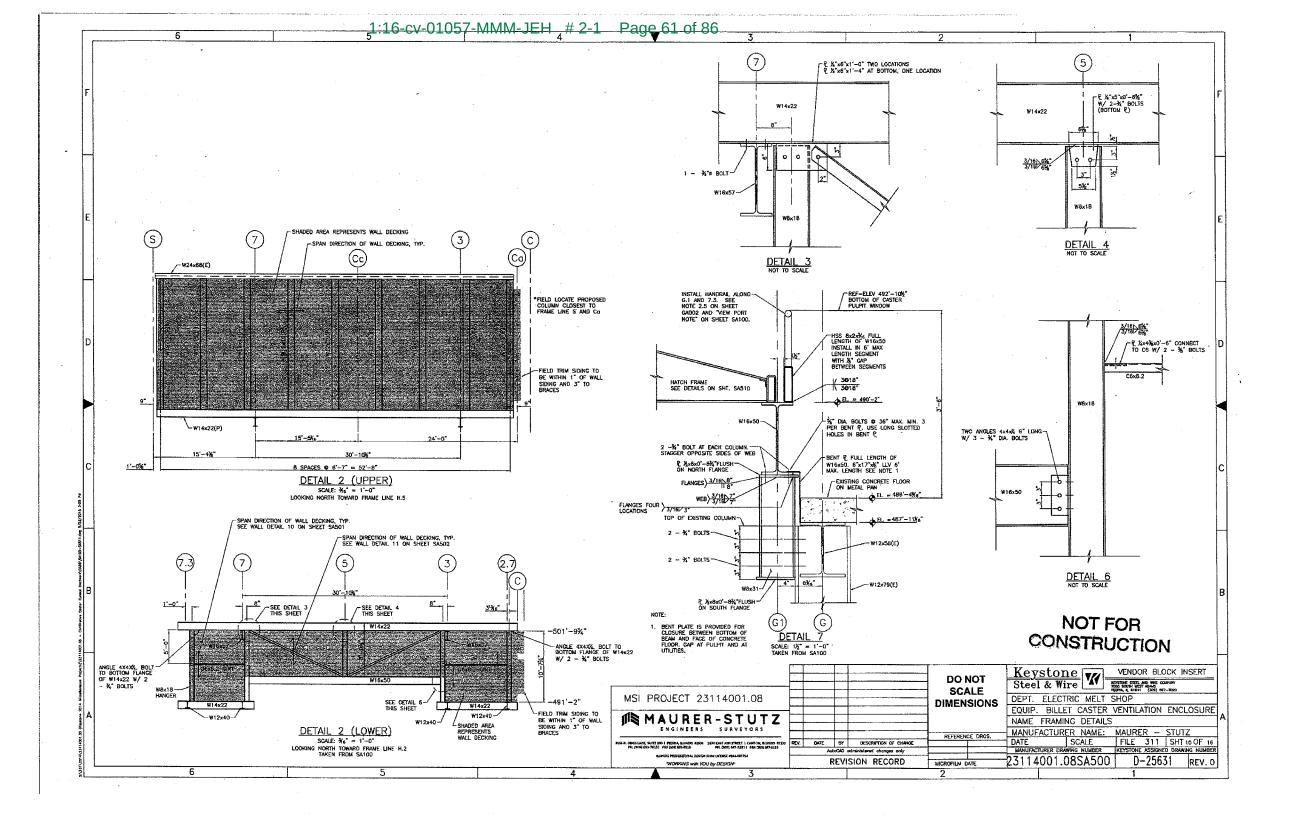


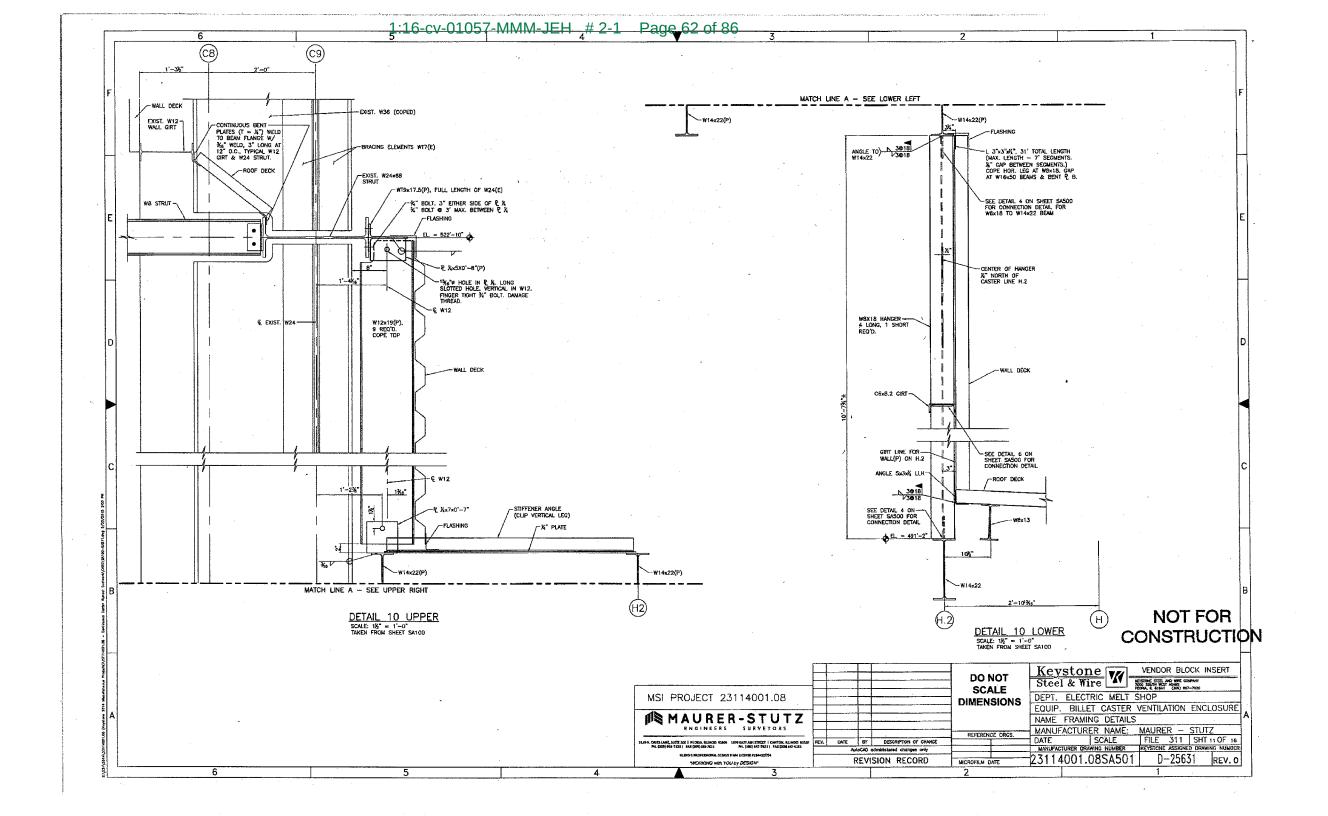


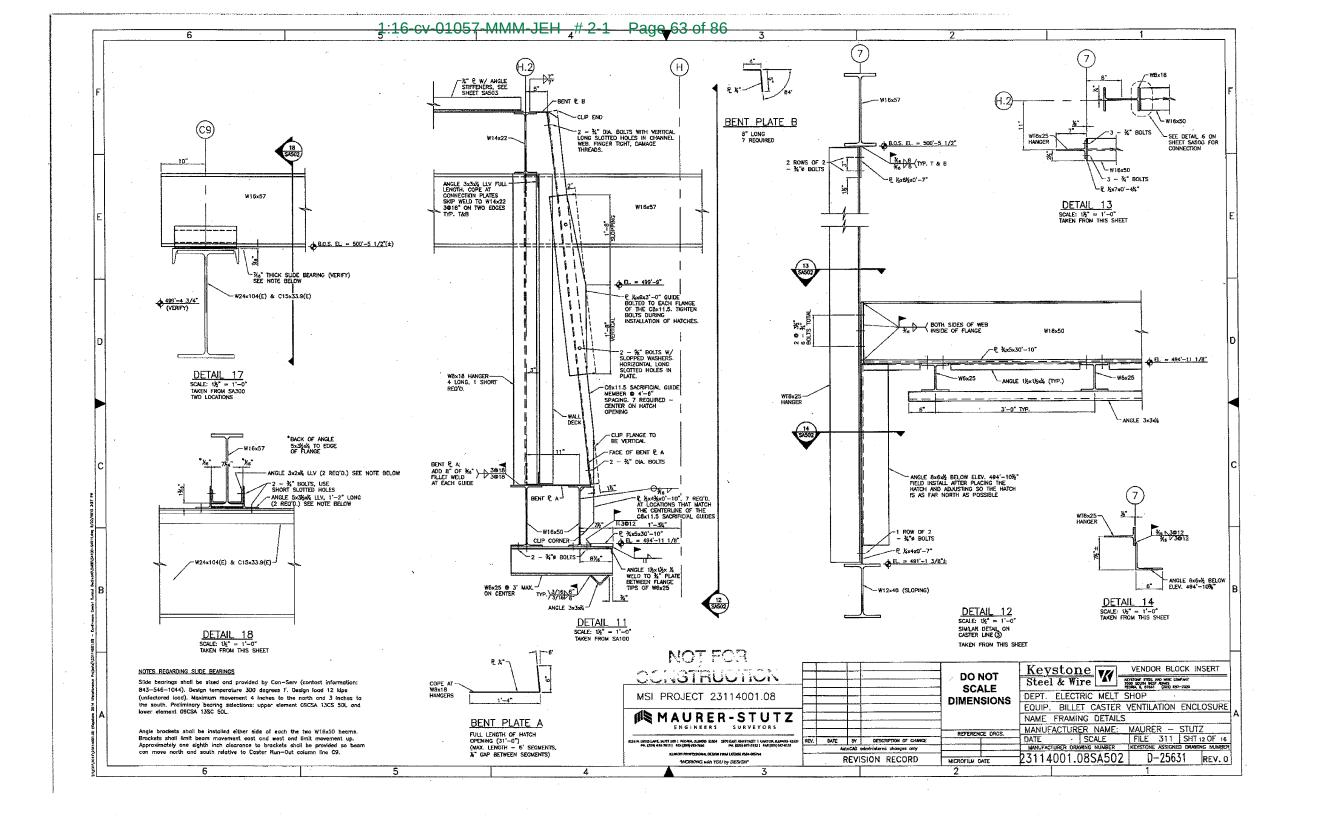


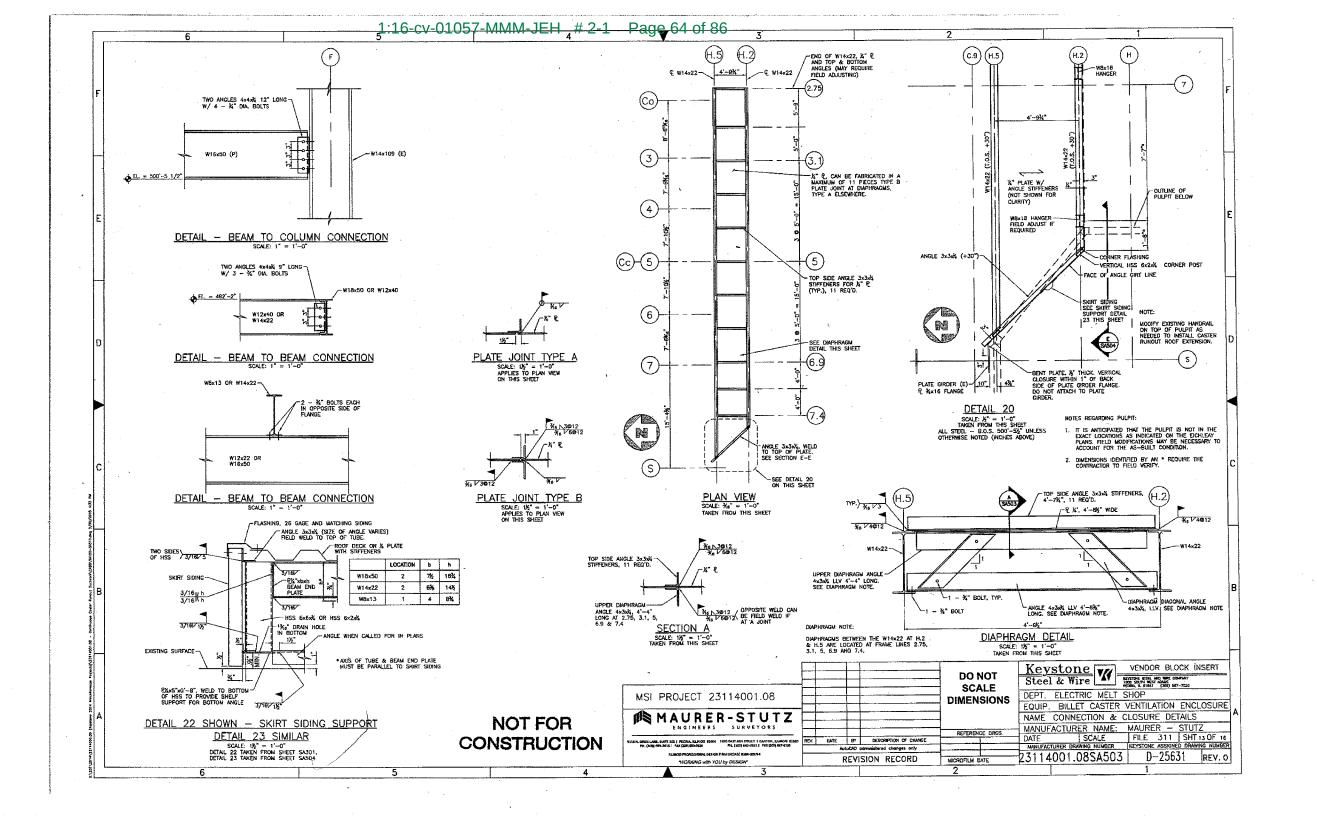


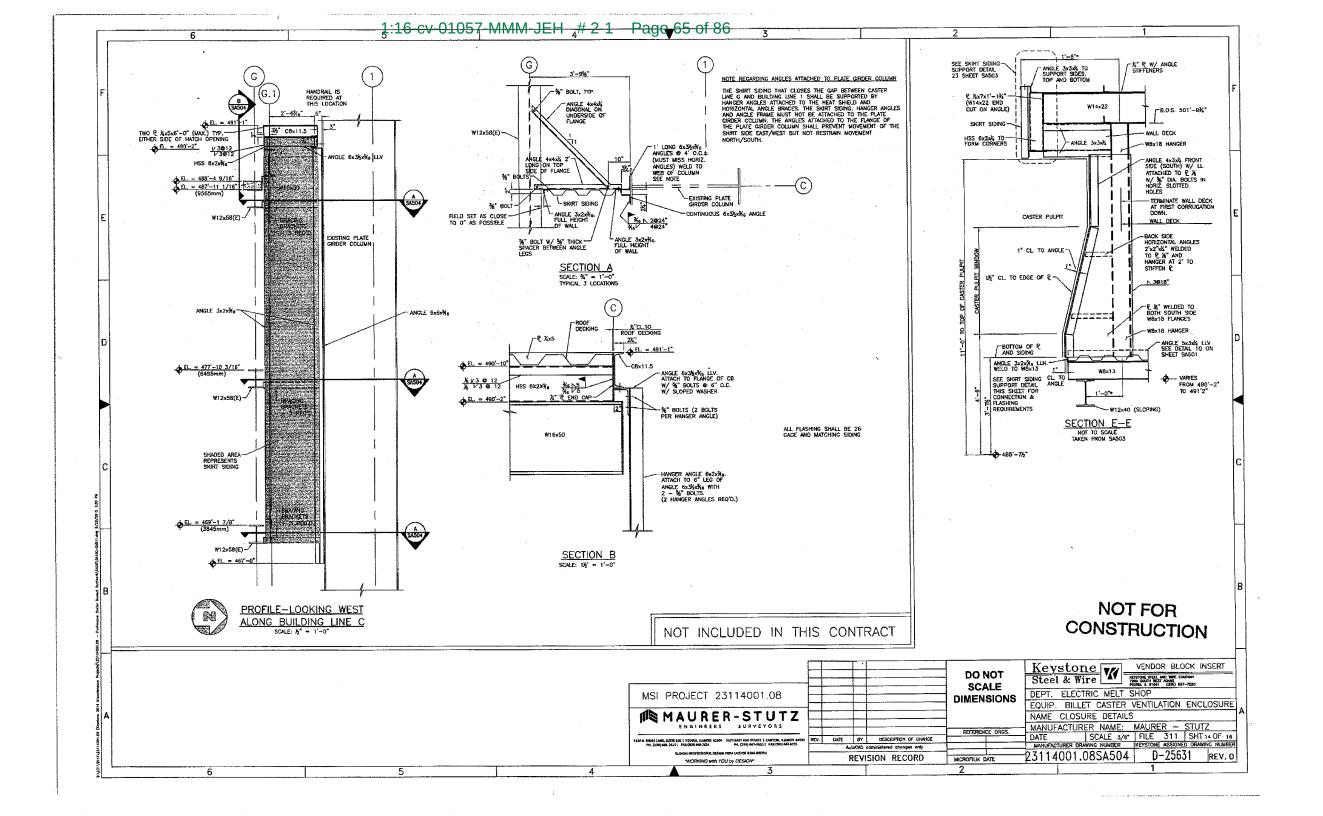


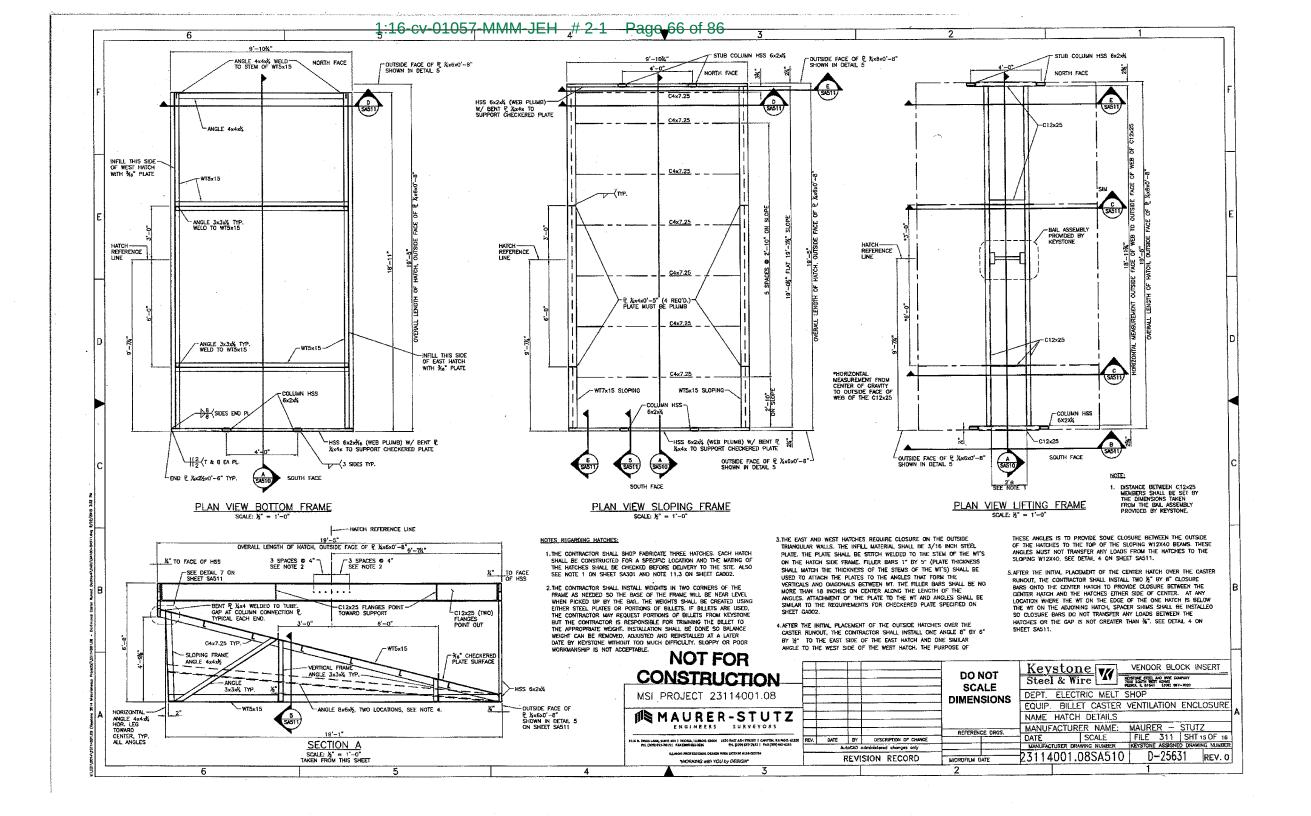


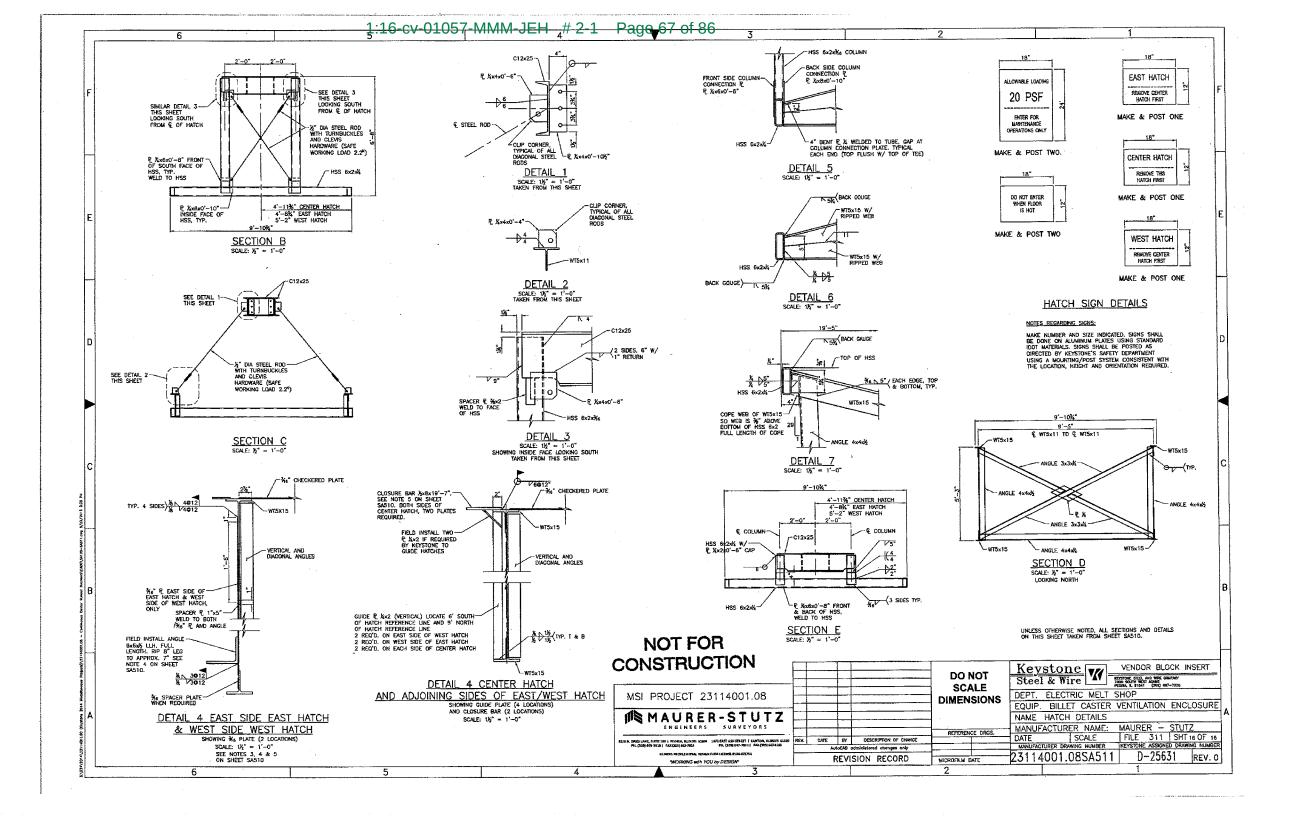


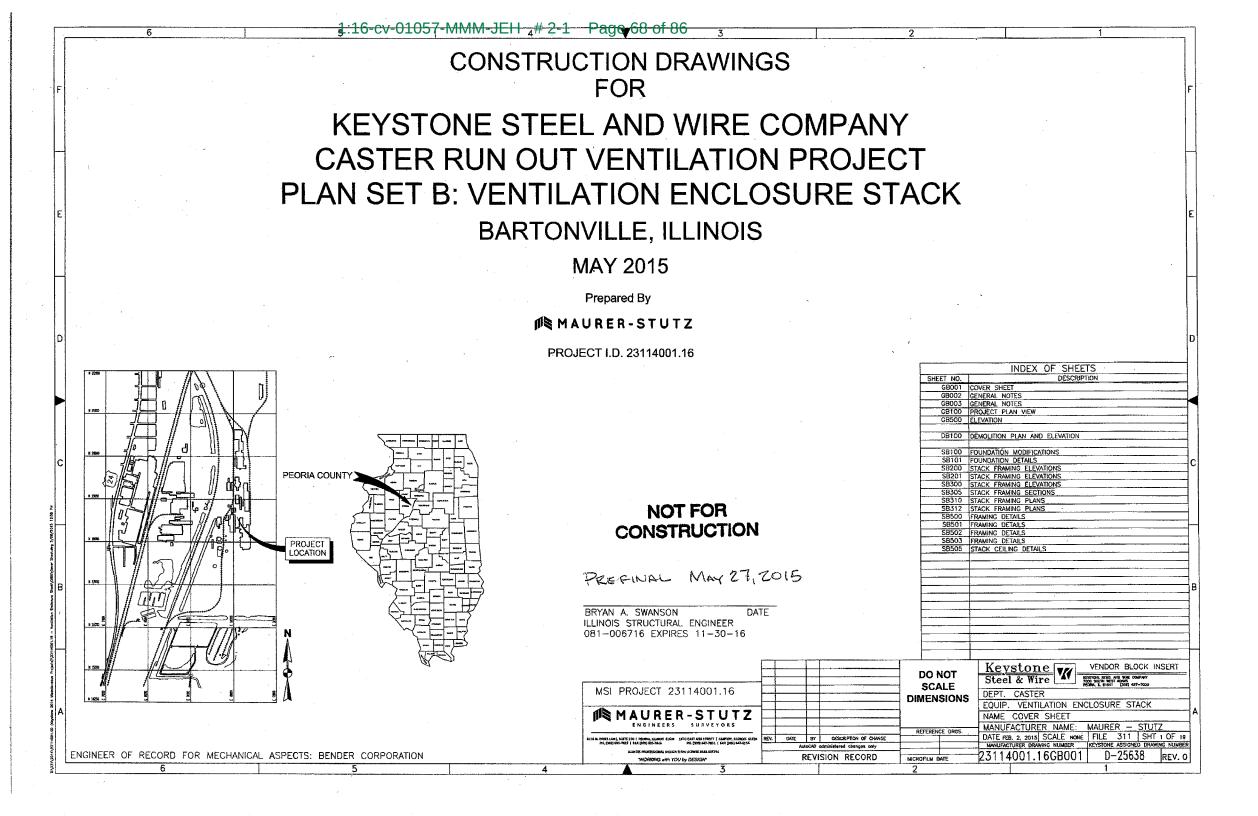












STRUCTURAL GENERAL NOTES (PLAN SETS A, B AND C UNLESS OTHERWISE NOTED)

1. SPECIFICATIONS

1.1 FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING CODES AND STANDARDS. IN CASE OF CONFLICT BETWEEN THE APPLICABLE CODES, THE MORE STRINGENT OF THESE CODES SHALL GOVERN:

1.1.1 AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL BUILDINGS.

1.1.2 GUIDE FOR THE DESIGN AND CONSTRUCTION OF MILL BUILDINGS - ASSOCIATION OF IRON AND STEEL ENGINEERS (AISE) TECHNICAL REPORT #13 - INCLUDING LATEST REVISIONS

1.1.3 AISC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS. EXPANSION ANCHORS SHALL BE GALVANIZED STEEL, HILTI "KWIK-BOLT", OR EQUAL

1.1.4 WELDING AS PER AWS "STRUCTURAL WELDING CODE" D1.1.

1.1.5 DESIGN LOADS (PLAN SET A ONLY):

Surfaces That Are Hortzontal or Slope Less than 1 ft. per 4 ft.

HEAT SHIELD Dust Load

 10 Pounds/SF Process & Utility Load 5 Pounds/SE 20 Pounds/SI

HATCHES

Process & Utility Load Live Load

 10 Pounds/SF - 0 Pounds/SF - 20 Pounds/Sf

1.15 DESIGN LOADS (PLAN SET BONLY):

1.1.5.1 Roof Stoping Deck Snow Load UNO 1.1.5.2 Wind Loads

- 30 Lbs/Sq Ft

Basic Wind Speed Wind Importance Facto Wind Exposure Internal Pressure Coeff

- 90 MPH - 1.0 - C +/-0.55 '- Per ASCE 7-05

Design Wind Pressure 1.1.5.3 Earthquake Design Data Seismic Use Group

Spectral Response Coeff. Site Class Analysis Procedure

Seismic forces do not govern

1.1.5 DESIGN LOADS (PLAN SET C ONLY): MATCH EXISTING BUILDING DESIGN LOADS

1.2 THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING DIMENSIONS, MATERIALS AND CONDITIONS BEFORE FABRICATING OR ORDERING ANY OF THE MAYERIALS REQUIRED FOR THIS PROJECT, ADDITIONALLY, THERE ARE ABOVE AND BELOW GROUND UTILITIES THAT ARE IDENTIFIED/UNIDENTIFIED IN THE PLANS THAT MUST BE VERIFIED.

1.3 THE CONTRACTOR IS RESPONSIBLE TO COMPLETE ALL LAYOUT WORK REQUIRED FOR THIS PROJECT. ALL PROPOSED DIMENSIONS SHOWN ARE TO THE CENTER LINE OF MEMBERS, EXCEPT CHANNELS

WHICH ARE DIMENSIONED TO THE FLAT OUTSIDE FACE OF THE WEB, AND ANGLES, WHICH ARE DIMENSIONED TO THE FLAT OUTSIDE FACE OF THE VERTICAL LEG, UNLESS OTHERWISE NOTED ON THE PLANS

2. MATERIALS

2.1 CONCRETE (PLAN SET B ONLY);

CONCRETE WORK FOR THE FOUNDATION MODIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ACI 301 (LATEST EDITION). THE CONCRETE SHALL ACHIEVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI IN 7 DAYS, ALL CONCRETE SHALL HAVE A MIX DESIGN WITH A MINIMUM CONTENT OF SIX (6) BAGS OF CEMENT PER CUBIC YARD, AND A SUIMP BETWEEN 3 AND 4 INCHES IN ADDITION, THE CONCRETE FLOOR AND FOUNDATION SHALL HAVE AN ENTRAINED AIR CONTENT BETWEEN 4.5 AND 7.5 PERCENT. THE MIX DESIGNS AND CONCRETE PLACEMENT SHALL ALSO MEET THE REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION

2.1.1 REINFORCEMENT BARS SHALL CONFORM TO ASTM 615 OR ASTM 706, GRADE 60.

2.2.1 WIDE FLANGE SHAPES - ASTM A572 GR. 50 WITH SPECIAL REQUIREMENTS PER AISC TECHNICAL BULLETIN #3, NEW SHAPE MATERIAL, DATED 3/3/97 (LATEST SPEC.). 2.2.2 MISCELLANEOUS SHAPES AND PLATES - ASTM A572 GR. 50 (LATEST SPEC.) OR A36.

2,3,1 CONFORM TO THE FOLLOWING:

2.3.1.1 SDI DESIGN MANUAL.

2.3.1.2 AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS. 2.3.1.3 CORNER TRIM AND FLASHING SHALL BE MADE OF 24 GAGE COIL STOCK AND THE FINISH SHALL MATCH THE DECKING FINISH UNLESS OTHERWISE NOTED.

2.3.2 CONTRACTOR SHALL:

2.3.2.1 SUBMIT SHOP DRAWINGS TO KEYSTONE FOR APPROVAL. SHOP DRAWINGS SHALL INCLUDE MEMBER DETAIL AND ERECTION PLANS.

2.3.2.2 FABRICATE DECK TO BE CONTINUOUS OVER 2 OR MORE SPANS - WHEN APPLICABLE.

2. MATERIALS (CONTINUED)

2.3.3 WALL DECK (PLAN SET A & B) TYPE: 1.5 B, GA: 24 VULCRAFT FINISH: GALVANIZED G90 36 INCHES NET LAY (INVERTED)

ENDS AND END LAPS SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE, SCREW TO INTERMEDIATE SUPPORTS IN EVERY OTHER FLUTE, PARTIAL SHEETS SHOULD BE ATTACHED TO THE SUPPORTS IN EVERY FLUTE.

END LAPS OCCUR AT SUPPORTS ONLY. MINIMUM LAP = 4". SIDE LAPS MUST BE FASTENED TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 24" C/C USING TEK SCREWS, ALL SCREWS N. I. V. C. WITH EPDM 300 "F MIN RATING OR SERRATED FLG.WASHERS.

2.3.3 ROOF DECK (PLAN SET C ONLY)

TYPE: AMERICAN BUILDINGS LONG SPAN III, 26 GA - VERIFY - SEE IMPORTANT NOTE BELOW. FINISH: G.MI COATING

ENDS AND END LAPS SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE, SCREW TO INTERMEDIATE SUPPORTS IN EVERY OTHER FLUTE, PARTIAL SHEETS SHOULD BE ATTACHED

END LAPS OCCUR AT SUPPORTS ONLY. MINIMUM LAP = 4". SIDE LAPS MUST BE FASTENED TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 24" C/C USING TEK SCREWS. ALL SCREWS N. I. V. C. WITH EPDM 300 °F MIN RATING OR SERRATED FLG.WASHERS.

IMPORTANT NOTE:

CONTRACTOR MUST VERIFY THE TYPE LISTED MATCHES THE PROFILE AND GAGE OF THE EXISTING ROOF DECK PRIOR TO ORDERING THE MATERIAL

2.3.4 ROOF DECK (PLAN SET A & B)

TYPE: 1.5 B. GA: 20 VULCRAFT FINISH: GALVANIZED G90

SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE, SCREW TO SUPPORTS IN EVERY OTHER FLUTE. PARTIAL SHEETS SHOULD BE ATTACHED TO THE SUPPORTS IN

END LAPS OCCUR AT SUPPORTS ONLY. MINIMUM LAP = 6". SIDE LAPS MUST BE EASTENED TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 12" C/C USING TEK SCREWS, LAP SIDES

2.3.5 SKIRT SIDING (PLAN SET A ONLY)

TYPE: AMERICAN BUILDINGS LONG SPAN III, 26 GA

FINISH: G-90 COATING

ENDS AND END LAPS SCREW TO SUPPORTS WITH TEK SCREWS IN EVERY FLUTE, SCREW TO INTERMEDIATE SUPPORTS IN EVERY OTHER FLUTE, PARTIAL SHEETS SHOULD BE ATTACHED TO THE SUPPORTS IN EVERY FLUTE.

END LAPS OCCUR AT SUPPORTS ONLY. MINIMUM LAP = 4°. SIDE LAPS MUST BE FASTENED TOGETHER BETWEEN SUPPORTS NOT EXCEEDING 24" C/C USING TEK SCREWS. ALL SCREWS N. I. V. C. WITH EPDM 300 °F MIN RATING OR SERRATED FLG. WASHERS.

2.4 CHECKERED PLATE

RAISED PATTERN FLOOR PLATE SHALL MEET THE REQUIREMENTS OF ASTM A786, WITH REGULAR QUALITY CARBON STEEL (C=0.15% MAX.) OR ASTM A36. FLOOR PLATE LUGS SHALL BE LARGE PATTERN (0.095 HIGH, 1.25" LONG), WELD FLOOR PLATE TO SUPPORTING BEAMS AND ANGLE STIFFENER WITH TWO INCH (2") LONG FILLET WELDS AT EIGHTEEN INCH (18") SPACING, ALL JOINTS NOT OVER A SUPPORTING BEAM SHALL HAVE BE FULLY SEAM WELDED WITH A 1/4 INCH BACKING BAR OR ANGLE

2.5 HANDRAIL (PLAN SET A ONLY)

ALL HANDRAIL SHALL BE CAPABLE OF RESISTING A 200 LB, LOAD APPLIED IN ANY DIRECTION. ALL RAILS AND POSTS SHALL BE 11/2" DIAMETER EXTRA STRONG (SCH. 80) PIPE (Fy = 35 KS) MINIMUM). MAXIMUM POST SPACING SHALL BE EIGHT FEET (8'), KICK PLATES ARE ON FULL HEIGHT RAILS. THREE SWING GATES ARE REQUIRED AT LOCATIONS SELECTED BY

3. NOT APPLICABLE

4. COATING SYSTEM

4.1 STRUCTURAL STEEL - UNLESS OTHERWISE AUTHORIZED BY KEYSTONE, ALL STEEL SHALL BE PREPARED AND THE COATING SYSTEM APPLIED IN THE SHOP, THE STEEL SHALL BE FREE OF OILS, GREASE AND CHEMICAL CONTAMINANTS, THEN THE SURFACE PREPARED WITH SSPC-SP5 WHITE METAL STANDARD WITH AN ANGULAR ANCHOR PROFILE OF 2 TO 3 MILS. THERE SHALL BE A STRIPE COAT OF PROPOLYMER COATINGS PRO TUFF 225 HIGH PERFORMANCE ALUMINUM EPOXY MASTIC TO ALL SHARP EDGES AND WELDS AT 3 TO 5 MILS DFT. THE BASE COAT OF PROPOLYMER PRO TUFF 2225 HIGH PERFORMANCE ALUMINUM EPOXY MASTIC SHALL BE APPLIED TO ALL PROPERLY PREPARED SUBSTRATES TO YIELD 6 TO 8 MILS DET. THE FINISH COAT OF PROPOLYMER PRO TUFF 2225 HIGH PERFORMANCE ALUMINUM EPOXY MASTIC SHALL BE APPLIED TO ALL PROPERLY PREPARED SUBSTRATES TO YIELD 6 TO 8 MILS DFT. TOTAL DRY FILM THICKNESS SHALL BE 12 TO 16 MILS EXCLUSIVE OF STRIPE COATED AREAS AND 15 TO 21 MILS INCLUSIVE OF STRIPE COATED AREAS. WHEN TOUCHING UP FIFLD CONNECTIONS. THREE COATS MAY BE REQUIRED TO OBTAIN SPECIFIED MILEAGE. FIELD PREPARATION WILL NEED TO BE POWER WIRE BRUSH OR GRIND TO SMOOTH WELDS, CLEAN FLASH RUSTING AND ENSURE AN ANGULAR ANCHOR PROFILE IS STILL PRESENT, SCHEDULING OF THE PROJECT MUST INCLUDE 72 HOURS OF CURE TIME AT 75 DEGREES, (SUPPLIER REPRESENTATIVE JAMES MCCADDEN AT 314-550-2801.)

ALTERNATE COATING SYSTEMS USING VINYL ESTER AT A RATE OF 24 TO 30 MILS EXCLUSIVE OF STRIPE COATED AREAS (29 TO 40 MILS INCLUSIVE) WITH SIMILAR PREPARATION ARE ACCEPTABLE, SPECIFIC PRODUCTS INCLUDE PROPOLYMER COATINGS PROLINE 4844S UHT VINYL ESTER (REP: JAMES MCCADDEN) AND TNEMEC SERIES 120 VINYL ESTER (REP: KEITH KENNETT 309-945-2084), PLASITE 4300 BY CARBOLINE AT A HIGHER APPLICATION RATE IS ALSO ACCEPTABLE (REP: 1-888-227-2654).

4.2 SURFACE PREPARATION, THICKNESS OF COATING, AND APPLICATION OF ALL PAINT SHALL BE IN ACCORDANCE WITH PAINT MANUFACTURER'S RECOMMENDATIONS.

- 5.1 ALL GROUT SHALL BE "MASTER BUILDERS CO." OR APPROVED EQUAL AND INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 5.2 USE "MASTERFLOW 928 GROUT," OR APPROVED EQUAL FOR MAIN COLUMNS, EQUIPMENT SUPPORT COLUMNS, AND MISCELLANEOUS STRUCTURAL SUPPORTS
- 5.3 TEMPORARY SHIMS SHALL BE REMOVED, AND VOIDS FILLED WITH GROUT.

6. CONNECTIONS

- 6.1 THE STRUCTURAL STEEL DETAILER IS RESPONSIBLE FOR THE DESIGN OF ALL CONNECTIONS, EXCEPT THOSE SPECIFICALLY SHOWN ON THE DESIGN DRAWINGS. CALCULATIONS OF CONNECTIONS DESIGNED MUST BE SUBMITTED TO THE ENGINEER FOR REVIEW.
- 6.2 BRACING FORCES ON DESIGN DRAWINGS (+) INDICATES COMPRESSION FORCE AND (-) INDICATES TENSILE FORCE. ALLOWANCE SHALL BE MADE FOR "DRAW" AS PER AISC DETAILING FOR STEEL CONSTRUCTION" - LATEST EDITION. SHOW LOADS ON MEMBERS THAT CONNECTION DESIGN IS REQUIRED
- 6.3 BEAM CONNECTIONS UNLESS SPECIFICALLY NOTED ON THE DESIGN DRAWINGS, SHALL BE SELECTED TO SUPPORT THE BEAM CAPACITIES GIVEN IN THE ALLOWABLE LOADS ON BEAM TABLES, PART 2 OF THE AISC "MANUAL OF STEEL CONSTRUCTION", FOR THE GIVEN SHAPE
- 8.4 NO FIELD BURNING IS PERMITTED WITHOUT SPECIFIC OWNER AUTHORIZATION PERMIT.
- 6.5 ALL BEAMS TO BE INSTALLED WITH CAMBERS UP. ALL GIRTS TO BE INSTALLED WITH
- 1/2" SAG RODS TO BE SPACED ON GIRTS & PURLINS WHERE SHOWN ON FRAMING ELEVATIONS NOT GREATER THAN 8'-0" C/C. FOUR (4) NUTS & WASHERS TO BE PROVIDED FOR EACH SAG ROD.

NOT FOR CONSTRUCTION

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7. BOLTED CONNECTIONS

- 7.1 ALL HIGH STRENGTH BOLTED CONNECTIONS SHALL BE BEARING-TYPE, SNUG-TIGHTENED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AISC SPECIFICATION FOR STRUCTURAL JOINTS. STANDARD HOLES SHALL BE PROVIDED FOR THE BOLTED CONNECTIONS U.N.O.
- 7.2 PRIMARY CONNECTIONS FOR ALL STEEL, UNLESS NOTED ON THE DESIGN DRAWINGS, SHALL BE 3/4" (19 mm) DIAMETER BOLTS ASTM A325 GALVANIZED. HEAVY-HEX NUTS SHALL MEET THE REQUIREMENTS OF ASTM A583. HARDENED WASHERS ARE REQUIRED UNDER ANY TURNED ELEMENT. HARDENED WASHERS SHALL MEET THE REQUIREMENTS OF ASTM F436. NUTS AND WASHERS TO BE GALVANIZED PER SAME TYPE AS BOLTS.
- 7.3 BOLTED CONNECTIONS SHALL HAVE A MINIMUM OF 2 BOLTS.
- 7.4 THE FABRICATOR SHALL FURNISH ALL FIELD BOLTS, NUTS, AND WASHERS NECESSARY, PLUS 2% EXTRA FOR ERECTION.
- 7.5 HAND TIGHTEN AND TACK WELD NUTS FOR ALL BOLTS IN SLOTTED HOLES PROVIDED FOR EXPANSION OR UNI-DIRECTIONAL FORCE APPLICATIONS.

8. WELDED CONNECTIONS

- 8.1 WELDS SHALL BE IN ACCORDANCE WITH THE STRUCTURAL WELDING CODE AWS D1.1, LATEST EDITION. WELD RODS E70-XX OR E70-ET MINIMUM (U.N.O.).
- 8.2 WHERE FIELD WELD IS SPECIFIED THE FABRICATOR SHALL DETAIL, FABRICATE AND FURNISH NECESSARY ERECTION CLIPS AND BOLTS.
- 8.3 ALL GUSSET PLATES AND CLIP ANGLES SHALL HAVE A MINIMUM THICKNESS OF 3/4 (8 mm) UNO.
- 8.4 PRE & POST HEAT PRACTICE FOR JUMBO SECTION WELDS TO BE PER ASW CODE.

9. INSPECTION AND TESTING (SHOP)

- 9.1 THE ENGINEER RESERVES THE RIGHT TO INSPECT THE MATERIALS AND FABRICATION AT ANY TIME TO ASSURE THAT THE MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH APPLICABLE CODES AND SPECIFICATIONS.
- 9.2 ALL WELDS SHALL BE SUBJECT TO VISUAL INSPECTION ACCORDING TO THE PROCEDURES AND ACCEPTANCE CRITERIA OUTLINED IN AWS D1.1.
- 9.3 A WRITTEN REPORT SUMMARIZING THE RESULTS OF THE VISUAL INSPECTIONS SHALL BE SUBMITTED TO THE OWNER WITHIN SEVEN (7) DAYS OF THE DATE OF THE INSPECTION.
- WELDS WHICH SHOW DEFECTS OR INDICATE FLAWS IN THE WORKMANSHIP WILL BE REJECTED. REJECTION OF A PARTICULAR WELD OR PART OF A WELD WILL NOT NECESSARILY CONSTITUTE REJECTION OF THE ENTIRE MEMBER BUT SUCH REJECTION WILL BE CAUSE FOR REWORK IN ACCORDANCE WITH THE STANDARDS OF AWS D1.1. REPAIR AND CORRECTION OF REJECTED WELDS WILL BE DONE AT THE EXPENSE OF THE FABRICATOR.

10. INSPECTION AND TESTING (FIELD)

- 10.1 THE OWNER RESERVES THE RIGHT TO INSPECT THE ERECTION OF THE STRUCTURAL STEEL AT ANY TIME TO ASSURE THAT THE MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS AND CODES.
- 10.2 ALL FIELD WELDS WILL BE SUBJECT TO VISUAL INSPECTION ACCORDING TO THE PROCEDURES AND ACCEPTANCE CRITERIA OUTLINED IN AWS D1.1.
- 10.3 A WRITTEN REPORT SUMMARIZING THE RESULTS OF THE VISUAL INSPECTIONS SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WITHIN THREE (3) DAYS OF THE DATE OF THE
- 10.4 WELDS WHICH SHOW DEFECTS OR INDICATE FLAWS IN THE WORKMANSHIP WILL BE REJECTED. REJECTION OF A PARTICULAR WELD OR PART OF A WELD WILL NOT NECESSARILY CONSTITUTE REJECTION OF THE ENTIRE MEMBER BUT SUCH REJECTION WILL BE CAUSE FOR REWORK IN ACCORDANCE WITH THE STANDARDS OF AWS D1.1. REPAIR AND CORRECTION OF REJECTED WELDS WILL BE DONE AT THE EXPENSE OF THE CONTRACTOR.
- 10.5 THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS RELATED TO CONCRETE TESTING, A MINIMUM OF SIX (6) CYLINDERS FROM EACH TRUCK IS REQUIRED. PAIRS OF CYLINDERS SHALL BE TESTED ON DAY 3 AND 7. FIELD AIR ENTRAINMENT AND SLUMP TESTS ARE NOT REQUIRED AS LONG AS TICKETS INDICATE AN AIR ENTRAINMENT ADMIXTURE IS INCLUDED IN THE MIX. NO WATER CAN BE ADDED TO THE CONCRETE MIXING DRUM ONSITE

11. STAGING AND MATERIAL STORAGE

- 11.1 THE BRIDGE CRANE IN THE MELT SHOP CAN BE USED TO MOVE MATERIALS TO THE SITE. ADDITIONALLY, THE CONTRACTOR IS REQUIRED TO USE THIS CRANE TO PLACE THE ROOF HATCHES. THE 7.5 TON HOOK CAN BE USED BY THE CONTRACTOR, BUT WITH THE
 - ONLY KEYSTONE PERSONNEL MAY OPERATE THE CRANE.
 - USE OF THE CRANE MUST BE REQUESTED IN WRITING TO KEYSTONE A MINIMUM OF B HOURS IN ADVANCE FOR USE BETWEEN 7 AM AND 4 PM ON WEEK DAYS; WRITTEN NOTICE IS REQUIRED 30 HOURS IN ADVANCE FIR USE OF CRANE BETWEEN 4 PM AND 7 AM ON WEEK DAYS OR ANYTIME SATURDAY; WRITTEN NOTICE IS REQUIRED 48 HOURS IN ADVANCE FOR USE ON SUNDAY.

DELAYS RELATED TO SCHEDULED CRANE USAGE OF UP TO TWO HOURS ARE ROUTINE DUE TO THE DEMANDS ON THE CRANE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE (EXCLUSIVE TO THE CRANE ITSELF) INCIDENTAL TO ITS USE THAT OCCURS WHILE THE BRIDGE CRANE IS UNDER HIS DIRECTION EVEN IF THE PROBLEM IS RELATED TO OPERATOR ERROR.

- 11.2 THERE ARE OTHER PROJECTS SCHEDULED FOR THE SAME SHUT DOWN THAT WILL BE IN THE VICINITY OF THIS PROJECT, THE OTHER PROJECT(S) SHALL NOT BE ALLOWED TO LOCATE A CRAME OR STORE MATERIAL ON THE WEST SIDE OF THE CASTER RUNOUT BUILDING, FOR THIS PROJECT, THE CRANE OR CONSTRUCTION MATERIAL MAY NOT BE LOCATED ON THE EAST SIDE OF THE CASTER RUNOUT BUILDING.
- 11.3 THE MAJORITY OF THE WORK ON THIS PROJECT SHALL BE DONE DURING THE SHUT DOWN AS OUTLINED IN THE BID DOCUMENTS. ANY WORK DONE BEFORE OR AFTER THE SHUT DOWN MUST BE APPROVED BY KEYSTONE PRIOR TO THE START OF ANY ON-SITE ACTIVITY, IT IS ANTICIPATED THAT THE HATCHES WILL NOT BE DELIVERED DURING THE SHUT DOWN. THE FINAL INSTALL OF THE HATCHES SHALL BE WITHIN AN EIGHT (8) WEEK PERIOD AFTER THE

12. WALL LOUVER

- 12.1 FURNISH AND INSTALL STATIONARY FABRICATED WALL LOUVERS IN THE OPENING, AS INDICATED ON THE DRAWINGS. LOUVERS SHALL BE MODEL SERIES #1030 18 GAUGE
- 12.2 LOUVERS ARE TO BE 4" DEEP, WITH "J" STYLE BLADES TO FIT INTO THE OPENING. LOUVERS SHALL BE OF THE CHANNEL TYPE WITH FLAT SURFACES AT INSIDE FACES FOR EASE OF INSTALLATION AT JAMBS, HEAD, AND SILL.
- 12.3 THE OVERALL LOUVER SIZE SHALL BE 55'-11" x 10'-0" (MANUFACTURER TO VERIFY DIMENSIONS SATISFY TOLERANCES TO FIT WITHIN PROVIDED FRAMING OPENING).
- 12.4 WHEN MULTIPLE LOUVER SECTIONS ARE USED TO FIT THE OPENING, FURNISH MULLION COVERS TO PROVIDE WEATHERTIGHT JOINTS

13. BRIDGE CRANE

- 13.1 KEYSTONE WILL FURNISH A HARRINGTON, TWO-TON CAPACITY, UNDERHUNG BRIDGE CRANE, WHICH THE CONTRACTOR WILL BE RESPONSIBLE TO INSTALL IN PLACE ON THE CRANE RAILS BELOW THE VENTILATION STACK.
- 13.2 THE POWER SYSTEM FOR THE CRANE WILL BE INSTALLED BY KEYSTONE OR A SEPARATE

Keystone W VENDOR BLOCK INSERT DO NOT Steel & Wire SCALE MSI PROJECT 23114001.16 DEPT. CASTER DIMENSIONS EQUIP. VENTILATION ENCLOSURE STACK **≢** MAURER-STUTZ NAME GENERAL NOTES ENGINEERS SURVEYORS MANUFACTURER NAME: MAURER SCALE SHT 3 OF 19 DATE: BY DESCRIPTION OF CHANGE EN. DRIES LANE, SUFFE 200 | PEONEA, BLUROUS 47404 2670 EAST ASM STREET | CHAPTER PH. (1008 DRICKES 1 Fau 1909) BREJECH. PH. (1009 445-752) 1 Fau 18 AutoCAD administered changes only D-25631 23114001.16GB003 REVISION RECORD "WORKING WITH YOU BY DESIGN" MICROFILM DATE

