

INFORMATION ONLY

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code



VILLAGE OF ELK GROVE VILLAGE

SPECIFICATION AND CONTRACT DOCUMENTS NO. PW-2324-15

BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS

NOT FOR BID SET

PRE-BID
BID DUE
BID OPEN
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PART 1

PROPOSAL CONDITIONS

BIESTERFIELD ROAD BASIN OUTALL IMPROVEMENTS
SPECIFICATION AND BID DOCUMENT NO. PW-2324-15
VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

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NOTE: RETURN PARTS 1 & 2



BID NOTICE

INVITATION FOR BIDS

BID NUMBER: PW-2324-15

BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS

The Village of Elk Grove Village will receive sealed bids for storm sewer removal and construction, earth excavation of a detention basin, tree clearing, landscape restoration, and all incidental and collateral work necessary to complete the project within Village limits as shown on plans and as described in Specifications, Plans and Contract Document PW-2324-15. Prospective bidders are advised to carefully review the General Conditions, Special Provisions and Plans of this document.

All bidders must be prequalified prior to receiving bid proposal packets. Bid plans and prequalification forms are available on the Village's website www.elkgrove.org/bids. Once the prequalification form is reviewed and approved by the Village an electronic bid proposal packet will be sent via e-mail to the approved bidder(s). To check on your prequalified status call the Elk Grove Village Public Works Department at (847) 734-8800.

This bid has an **OPTIONAL PRE-BID MEETING** that will be held on Wednesday, April 3, 2024 at 9:00 AM local time at the gate along the eastern edge of the WGN property at 720 Rohlwing Road.

Bids will be received until 10:45 AM on Friday, April 12, 2024 and opened at 11:00 AM, local time. The bid opening will be held at the James Paul Petri Public Works Facility, 450 E. Devon Avenue, Elk Grove Village, Illinois, 60007 at which time all bids will be publicly opened and read. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile or email will not be accepted.

Bids must be submitted in a sealed envelope addressed to the **Public Works Department**, Village of Elk Grove Village, 450 E. Devon Avenue, Elk Grove, Illinois, 60007 and marked to indicate the following:

BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS

BID NUMBER: PW-2324-15

DO NOT OPEN

BID DUE: Friday, April 12, 2024 10:45 a.m.

BID OPENING: Friday, April 12, 2024 at 11:00 a.m.

1. **BID SUBMITTAL**

- 1.1. Bidders must be prequalified by the Village prior to receiving bid documents as listed on the Invitation to Bid.
- 1.2. A deposit equal to five percent (5%) of the total bid price must be submitted with the bid.
- 1.3. All prices on the Bid Proposal Form shall be completed in ink or by typewriter. Discrepancies between the unit prices, subtotals, and/or grand totals will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 1.4. A bidder is required to complete the proposal in its entirety including Hold Harmless Agreement, Certificate of Compliance of all agreements, certificates and the Bidders Information Sheet.
- 1.5. Each bidder shall submit *duplicate* copies, one original and one copy, of the bid document, each one stapled. **Bid documents parts 1 & 2 shall be submitted in their entirety.**
- 1.6. The successful bidder shall be required to furnish satisfactory performance and payment bonds, and required certificates of insurance within ten (10) days of the notice of award.
- 1.7. Any deviation from the specifications shall be explained in detail and shall accompany the proposal.
- 1.8. By executing the Contract, the Contractor represents that he/she has visited the site, familiarized himself/herself with the local conditions under which the work is to be performed, and correlated his/her observations with the requirements of the Contract Documents.
- 1.9. Figured dimensions and marked data shall take precedence over scale measurements, and details shall take precedence over smaller scale general drawings. Discrepancies or ambiguities found in the Plans or Specifications shall at once be reported to the Village for clarification.
- 1.10. Contractor shall verify all measurements and center lines in which he/she shall work and shall be responsible for the correctness of same and will examine the premises and satisfy himself/herself as to the existing conditions under which he/she will be obliged to operate.

Failure of Contractor to notify, in writing, of any conditions or measurements making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional monies will be added to the Contract.

- 1.11. Furnish, means furnish only. Materials or items to be furnished shall be consigned to the Contractor and delivered to a specified location.
- 1.12. The Village has adopted prevailing wages as determined by the Illinois Department of

Labor for the Counties of Cook and DuPage. A copy of this ordinance may be obtained from the Village Clerk. The Contractor and each subcontractor shall comply with provisions of this Act including, but not limited to, payment of prevailing wages, submission of payroll records, and other requirements of the Act (Illinois Compiled Statutes, Chapter 820, par. 130-1 to 130-12).

- Effective August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the Contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.
- Effective January 1, 2008, Public Act 095-0635 amended the Prevailing Wage Act by requiring public works Contractors, before work commences, to file with the public body, certification that they have a substance abuse program and provide drug testing.
- Effective January 1, 2010, Prevailing Wage (PA 96-0058): Requires public utility companies that contract with an outside contractor on any construction project to pay prevailing wage. (PA 96-0437): Requires a public body to give a contractor written notice on the purchasing order or on a separate document notifying them that prevailing wage must be paid. (PA 96-0186): Adds “demolition” to the definition of public works projects in order for prevailing wage to be paid.

2. **VILLAGE CONTACTS**

2.1. The Village has designated the following person(s) as the contact for this project:

Project Management: Ken Jay, P.E., C.F.M.
Deputy Director of Public Works, Engineering & Administration
(847) 734-8077

GENERAL CONDITIONS

- 1. Specifications.** Specifications are included within the bid package. Bidders must indicate any differences from the specifications in their bid proposal. It is the responsibility of the bidder to fully understand the specifications set forth. Include any descriptive literature and indicate any options that differ from the original specifications.
- 2. Bid Proposal.** All prices and notations must be in ink or typewritten. Mistakes may be crossed out with corrections typed adjacent and all corrections must be initialed in ink by the person signing the proposal. The proposal must be signed by an authorized officer or individual.
- 3. Reservations.** The "Village" shall refer to the Village of Elk Grove Village. The Village reserves the right to reject any or all bids or parts of bids, and waive formalities or technicalities in bids when, in the Village's reasoned judgment, the best interest of the Village will be served by such action.
 - a) The Village reserves the right to increase or decrease the quantities to be purchased at the unit prices. The quantity intended to be purchased and the period and percentage amount of such reservation will be stated in the specifications or proposal.
 - b) The Village reserves the right to award contracts or place orders on a lump sum or individual group basis.
 - c) The Village may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased.
 - d) For any item indicated to be used as a credit for a "trade-in" in the specifications, the Village reserves the option to not use the item as a "trade-in."
- 4. Submission.** Sealed bids will be received until the date, time, and at the location indicated in the bid documents, at which time the bids will be opened and publicly read. Bids must be submitted in a sealed envelope marked "Sealed Bid". The material or service being proposed and the date of the bid opening should also be indicated on the outside of the envelope. Formal bids received after the specified bid time will not be considered and will be returned unopened. It is the responsibility of the bidder to insure that the bid has been received by the Village prior to the time specified in the bid documents. The Village will not be responsible for undelivered mail or any other failure of any bidder or agency to deliver the bid proposal on time.
- 5. Bid Deposit.** When deemed necessary by the Village, bid deposits shall be required in the amount as provided in the bid specifications. The deposit shall be a certified check or cashier's check, made payable to the order of the VILLAGE OF ELK GROVE; or a bid bond issued by an insurance company licensed to do business in Illinois or by a bid bond prepared on the Proposal Bid Bond form when contained herein. A combination of certified check and bid bonds is not an acceptable response to bid deposit requirement.

The purpose of the deposit guarantees that the successful bidder will supply material and/or services as specified. All bids not accompanied by a bid deposit, where required, will not be considered a valid bid.

Bid deposits (certified checks) will be returned to unsuccessful bidders within 10 working days after the bid opening, and to successful bidder(s) upon execution of the contract(s) and the fulfillment of bond and insurance requirements, if applicable.

The successful bidder's failure to execute the contract or meet bond or insurance requirements within 10 working days after the award of the contract shall result in the deposit being forfeited to the Village as liquidated damages.
- 6. Bonds.** The successful bidder shall furnish satisfactory performance and payment bonds within ten (10) business days after notification of the bid award in an amount not to exceed one hundred percent (100%) of the total bid price. The bonds must be originals, and provided by a bonding company acceptable to the Village. Failure to furnish satisfactory performance and payment bonds within the period specified shall be cause for rejection of the bid. Sureties and bonds must meet the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
- 7. Standards.** Unless otherwise directed by the specifications, all materials, equipment, and services provided will meet standards or requirements which would normally be anticipated in common practice. The bidder guarantees that all applicable Federal, State and local laws, including OSHA, are being complied with in connection with this proposal and any resultant contract or purchase by the Village.
- 8. Withdrawal of Proposal.** Bidder may withdraw or cancel a proposal at any time prior to the bid opening time. After the bid opening time, a bidder cannot withdraw or cancel the bid for a period of ninety (90) calendar days after the bid opening date.
- 9. Conditions.** Bidders are responsible to become familiar with all conditions, instructions and specifications governing this bid. The bidder is responsible to visit a site location, if necessary. Once the bid proposals have been opened, the failure to have read and understood all the conditions, specifications and instructions shall not be cause to alter the original proposal or for the vendor to request additional compensation.
- 10. Interpretation.** Any bidder who finds, in the bidder's opinion, a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or believes that the specifications are discriminatory, shall notify the Project Manager identified on the bid in writing not later than 5 days prior to the scheduled opening of bids. Exceptions taken do not obligate the Village to change the specifications. The Project Manager will notify all bidders in writing, by addendum, of any interpretations made on specifications or instructions. The Village will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to and will be issued by the Project Manager. Bidders will acknowledge receipt of any addendum issued by returning a signed copy of the addendum(s) with the proposal, which will be noted on the bid tabulation.
- 11. Quotations.** Unless clearly shown on the bid that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should equal the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be recalculated accordingly. Bid prices must include all applicable costs to the Village including shipping costs to any point in Elk Grove Village. The Village is exempt from paying Illinois Sales Tax and Federal Excise Taxes. Prices submitted shall not include any of these taxes. The Project Manager, upon request, will execute the exemption certificates in connection with all orders when Federal Excise tax would otherwise be due.
- 12. Competition.** To better insure fair competition and to permit determination of the lowest bidder:
 - (a) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications and proposal forms is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item unless otherwise stated in the specifications.
 - (b) A bidder may offer only one price on each item though they may have the ability to furnish two or more types that meet specifications. A bidder may offer alternative pricing for an item if substantiated with new technologies and continue to meet specifications. Bidders must clearly indicate alternative pricing in the offer. Submission by a single bidder of more than one price for a single item shall be sufficient cause for rejection of all prices for that item by the bidder.
 - (c) Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
 - (d) All bid proposals must be accompanied by descriptive literature as may be called for by the specifications.
 - (e) Specifications provided are not established arbitrarily to limit competition or to exclude competitive bidders. Village. Minimum and maximum specifications where included, are based on Village needs, estimated costs of operation and maintenance, and other factors meeting Village requirements.

GENERAL CONDITIONS

13. Patents. The Bidder shall defend any suit or proceeding brought against the Village so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the bidder's expense) for the defense of same, and the bidder shall pay all damages and costs awarded therein against the Village. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part is enjoined, the bidder shall, at its own expense, either procure for the Village the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify it so that it becomes non-infringing. Bidders agree to defend and hold the Village "harmless" from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract.

14. M.S.D.S. Contractor is to supply (M.S.D.S.) Materials Safety Data Sheets in accordance with Federal Requirements, if applicable.

15. Assignment/Subletting. A successful bidder shall not assign the contract, or subcontract the whole or any part of the contract without written consent of the Village, except as may be noted on the bid proposal. Such consent shall not relieve the bidder from obligation nor change the terms of the contract.

16. Material Inspection. Authorized agents of the Village shall have a right to inspect any material to be used in carrying out the proposal. The contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this proposal until final acceptance by the Village. Materials, components or completed work not complying therewith may be rejected by the Village and shall be replaced by the contractor at no expense to the Village. Any material or component rejected shall be removed from the premises of the Village at the entire expense of the contractor, after written notice by the Village to contractor that such materials or components have been rejected.

17. Warranty and Guarantee. Bidders shall state the nature and period of any warranty or guarantee. Manufacturer's specifications shall be submitted with the bid and shall be considered a part of the contract where such specifications meet the minimum of the Village specifications. All warranties and guarantees normally provided for this type of bid will be provided to the Village.

18. Catalogues or Literature. Each bidder shall submit all necessary catalogues, descriptive literature, and other documentation needed to fully describe the material or work proposed to be furnished.

19. Delivery. Bidders shall state the delivery date for commodities in terms of calendar days after notification of the award. Where the contract calls for performance of labor, the bidder shall also state the number of calendar days required for completion after notification of award as well as estimated date of the start of work. Materials must be shipped F.O.B. freight prepaid, designated location, Elk Grove Village, Illinois. If delivery is being made by truck, arrangements for the Village's receipt for the material should be made in advance. No truck deliveries will be accepted before 8:00 a.m. or after 2:00 p.m. on weekdays or all day on Saturdays, Sundays or Holidays unless specific permission has been received from the responsible Village official. Bidders shall guarantee delivery of supplies in accordance with the delivery schedule provided in the specifications and proposal. The Village reserves the right to charge the contractor or vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. Failure to complete work on time is subject to a daily charge and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the contractor or vendor.

20. Protest of Award. Any person who has an objection to the awarding of a solicitation by the Village, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Project Manager identified on the bid prior to award by the Village Board. A protest will not be considered after the bid is awarded by the Village Board.

21. Discounts. Cash discounts will be considered in the evaluation of the bids. Bidder's providing cash discount shall indicate terms, e.g. 1%-10 days, net 30 days, or 2% 10 days, net 60 days. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Village, whichever is later.

22. Acceptance of Bid. After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders including the specifications will constitute part of the legal contract between the Village and the successful bidder.

23. Materials and Equipment. Except where the specifications indicate otherwise, the Village is not responsible to provide any tools, equipment or storage to the contractor in order to permit the completion of any contractual obligations under any contract which may be awarded as the result of the bid.

24. Exceptions. Any bidder's exceptions to the terms or conditions, or deviations from the written specifications must be in writing and attached to the bid form. No verbal exceptions or agreements with employees of the Village will be considered valid. Such exceptions or deviations can be cause for rejection of the bid proposal. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.

25. Required Insurance. Contractor shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating of A- or better and shall have a financial size category of VII or better.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:

Workers Compensation	Statutory Limits
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EMPLOYER'S LIABILITY

Each Accident	\$1,000,000
Disease - policy limit	\$1,000,000
Disease - each employee	\$1,000,000

COMPREHENSIVE GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products-Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

The Village must be named as an additional insured on General Liability policy. The Village may accept a separate owners and contractors protective (OCP) liability policy provided all coverage, limits and endorsements are in conformity with this section and that the Village is a named insured on the policy.

GENERAL CONDITIONS

COMMERCIAL AUTOMOBILE LIABILITY - The policy shall cover all owned, non-owned and hired vehicles.

Combined Single Limit \$1,000,000

Contractor agrees that with respect to above insurance, the Village shall:

- Be provided with thirty (30) days written notice of cancellation or material change.
- Be provided with Certificates of Insurance evidencing the above required insurance, within ten (10) business days after notice of award and thereafter with certificates evidencing renewals or replacements of said insurance policies at least fifteen (15) days prior to expiration of any such policies. Said Notices and Certificates of Insurance shall be provided to the Project Manager identified on the bid, Village of Elk Grove, 901 Wellington Avenue, Elk Grove Village, Illinois 60007.

26. Indemnity: If a contract is awarded, the successful bidder shall indemnify and hold the Village harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded. Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Village. The bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause.

27. Collusion. In submitting a proposal, the bidder certifies to the Village that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, Village employee or any other person, to fix the bid price submitted by the bidder or any other bidder, and agrees to indemnify the Village for any losses sustained by it due to illegal actions of the bidder. (State of Illinois Criminal Code of 1961, 720 ILCS 5/33E-3 or 33E-4, as amended.)

28. Termination for Default: When the contractor has not performed or has unsatisfactorily performed under the contract, the Village may terminate the contract for default. The Village may terminate a contract by providing written notice of default to the contractor if:

- a) the contractor fails to make delivery of the materials or perform the services within the time specified in the contract;
- b) the contractor fails to make progress so as to endanger performance of the contract; or,
- c) the contractor fails to provide or maintain in full force and effect the insurance coverages or bonds as are required.

In case of default by the contractor, the Village may procure similar supplies or services from other sources and may deduct from the unpaid balance due the contractor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the Village shall be considered the prevailing market price at the time such purchase is made.

29. Termination for Convenience. The Village may terminate a contract, in whole or in part, whenever the Village determines that such termination is in the best interest of the Village, without showing cause, upon giving written notice to the contractor. The Village shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount that exceeds the price bid for the work performed. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

30. Other Requirements. The bidder certifies that any equipment to be furnished shall be new, current model, standard production, and fully operable unless otherwise indicated on the bid form. Operating and maintenance manuals will be furnished at no cost.

31. Additional. The bidder or manufacturer may be required to clarify the bid or acknowledge by written confirmation that the minimum requirements of the specification are included in the bidder's proposal either before or after the bid opening but prior to the award of the contract.

32. Public Advertising. The successful bidder is specifically denied the right of use in any form or medium the name of the Village for public advertising unless the Village grants express permission.

33. Trade-in. Trade-in vehicles or equipment shall be inspected prior to the bid opening. The Village is not responsible for any assumptions made by the bidder in evaluating the trade-ins, but is responsible for any material change in the condition from when inspected until actually traded-in.

34. Fair Employment Practices. The bidder, in the submission of a proposal, assures the Village that he/she is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference, and as such, will not discriminate against any person by reason of race, creed, color, religion, age, sex, or physical and mental handicaps with respect to the hiring, application for employment, tenure, terms or condition of employments of any person.

35. Illinois Employment Opportunity Clause. The Illinois Employment Equal Employment Opportunity clause as required by Title 44, Part 750, of the Illinois Administrative Code, is considered to be a part of any contract or purchase agreement. A copy is included in these Instructions to Bidders.

36. Illinois Drug Free Workplace Act. In submission of any proposal, the contractor acknowledges and warrants that the contractor's workplace notifies employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace (30 ILCS 580/1 et seq.). Moreover, the contractor warrants that it has published and provided a statement, established an awareness program, and otherwise complied with the requirements of the Act.

37. Employment of Illinois Labor and Prevailing Wage. In submission of any proposal, the bidder is agreeing to comply with provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/ et seq., and the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. The IL Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects, as defined by the Act, no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed.. The prevailing rates and information regarding compliance may be obtained on the IL Dept of Labor web site: <http://labor.illinois.gov>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates.

38. The Americans with Disabilities Act. In submission of any proposal, the bidder acknowledges and warrants that the work or service shall be designed in full compliance with the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and with applicable regulations and accessibility guidelines there under. In addition, the bidder acknowledges the Environmental Barriers Act (410 ILCS 25/1 et seq.) and its regulations in the Illinois Accessibility Code (71 IL Admin. Code Sections 400.110 et seq.). That all products, services, and programs conform to, and be delivered in a manner consistent with the American Disabilities Act. As a condition of receiving a contract with the Village, the vendor certifies that services, programs, and activities provided under said contract are and will continue to be in compliance with the ADA. Further, the vendor agrees to indemnify the Village against any and all claims and the costs of legal defense resulting from the vendor's failure to be in compliance with the ADA.

GENERAL CONDITIONS

39. Financial Obligations. Any bidder, including owners and corporate officers of said firm, with outstanding financial obligations to the Village at the time of this bid, must satisfy all outstanding financial obligations prior to being considered for recommendation of contract award submitted under this proposal/bid.

40. Invoicing. For auditing purposes and to coincide with our fiscal year end, a bidder agrees to divide invoicing to show work performed with an end date of April 30 and beginning date of May 1. Any invoices for work or product delivered through April 30th of each year must be received by the Finance Department - Accounts Payable by the last business day in May of that same year.

41. Freedom of Information Act. In submission of this proposal, bidder agrees to comply with provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., and shall maintain all records and documents related to any work performed for the Village. In addition, bidder shall produce records which are responsive to requests received by the Village under the Freedom of Information Act so that the Village may respond to those requests within the required timeframe. If additional time is necessary to respond to a request, the bidder shall notify the Village immediately, and the Village shall request an extension to comply with the Act. In the event the Village is found to be non-compliant with the Freedom of Information Act due to the bidder's failure to produce documents or otherwise appropriately respond to a request under the Act, then bidder shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorney's fees and penalties.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules..

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PART 2

LEGAL AND PROCEDURAL DOCUMENTS

**VILLAGE OF ELK GROVE
HOLD HARMLESS AGREEMENT**

Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, IL 60007

**RE: BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS
SPECIFICATION AND BID DOCUMENT NO. PW-2324-15**

The Contractor agrees to indemnify and hold harmless the Village of Elk Grove Village, its Trustees, Officers, Officials and Employees, from any and all losses, claims, actions, costs, expenses, judgments, subrogations or other damages resulting from injury to any person (including injury resulting in death) or damage (including loss or destruction) to property of whatsoever nature or any person arising out of incident to the performance of work by the Contractor (including but not limited to its employees, agents, subcontractors and others designated by the Contractor to perform work or services in, about or attendant to, the work and services under the terms of this contract) for the project listed above. The Contractor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments or other damages, directly, solely and proximately caused by the negligence of the Village.

Signature_____

Title_____

Company name_____

Subscribed and Sworn to this _____ day of _____, 2024.

**ELK GROVE VILLAGE
CERTIFICATE OF COMPLIANCE**

The undersigned, being first duly sworn on oath, deposes and states that he or she has the authority to make this certification on behalf of the bidder,

(Name of Company)

That in submission of this proposal:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

No Suspension or Debarment: The bidder is not presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from contracts by any federal agency or department of the United States, or by the State of Illinois pursuant to any provision in Title 44 of the administrative code.

No Delinquency in Payment of Tax: That bidder is not barred from contracting with the Village of Elk Grove because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax.

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto. As such, the bidder complies with the requirement to provide annual sexual harassment prevention training as amended by Public Act 101-0221.

Conflict of Interest: The bidder agrees to comply with the provisions of Public Officer Prohibited Activities Act (50 ILCS 105/3 et seq), and the terms, conditions and provisions of those Sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein. If any Village officer or employee has a prohibited interest, this Agreement may be cancelled without charge or penalty to the Village.

Americans With Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans With Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

Drug Free Workplace: The Bidder agrees to provide a drug free workplace as provided in 30 ILCS 580/1 et seq.

Tax Compliance: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Tax Compliance Act, together with all rules and regulations promulgated and adopted pursuant thereto.

Employment of Illinois Labor and Prevailing Wage: The bidder agrees to comply with provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/ et seq. All contracts for the construction of Public Works are subject to the Illinois Prevailing Wage Act, 820 ILCS 130/1-12.

Substance Abuse Prevention on Public Works Projects Act: The undersigned certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., and has provided a written copy thereof to the Village of Elk Grove or that it has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act.

Freedom of Information Act: The bidder agrees to comply with provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., and shall maintain all records and documents related to any work performed for the Village. In addition, Bidder shall produce records which are responsive to requests received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the required timeframe. If additional time is necessary to respond to a request, the Bidder shall notify the Village immediately, and the Village shall request an extension to comply with the Act. In the event the Village is found to be non-compliant with the Freedom of Information Act due to the Bidder's failure to produce documents or otherwise appropriately respond to a request under the Act, then Bidder shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorney's fees and penalties.

Authorized Signature: _____

Title: _____

Date: _____

BIDDERS INFORMATION SHEET
All responses should be typed or printed

Name of Applicant:	Date of Application:	
Address to which bidding forms and purchase orders are to be mailed:		
Address to which payments are to be mailed:		
Type of organization (please mark one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	If incorporated, please provide state of incorporation:	
Please provide names of officers, members, or owners of concern, partnership, etc, as well as years of experience in this field:		
A) President:	B) Vice-President:	
C) Secretary:	D) Treasurer:	
E) Owners or Partners	F) Other	
Please provide your FEIN number:		
Please list all persons or concerns authorized to sign bids and contracts in your name: (if agent, please so specify):		
Name	Official Capacity	
Contact persons on matters concerning bids and contracts (if agent, so specify):		
Name	Official Capacity	Telephone Number
How many years has your company been in business?		
How long has your company been established in Illinois?		
Approximately how many hourly employees do you plan to employ on a regular basis for this contract?		
How many salaried supervisory employees do you plan to employ on a regular basis for this contract?		
<p align="center">Attach Business Card Here</p> <p>Minority Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>I certify that the information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, is now barred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies, or services to any agency thereof.</p> <p align="right">_____ Signature of person authorized to sign this application</p> <p align="right">_____ Name and title of person signing (please type or print)</p>	

**CONTRACTOR'S PROPOSAL
FOR
BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS
VILLAGE OF ELK GROVE VILLAGE**

1. Proposal of _____
(Name and Address of Bidder)

For storm sewer removal and construction, earth excavation of a detention basin, tree clearing, landscape restoration, and all incidental and collateral work necessary to complete the project within Village limits as shown on plans and as described in Specifications, Plans and Contract Document PW-2324-15.

2. The contract document and plans for the proposed improvement are those prepared by:

Village of Elk Grove Village
Department of Public Works
450 E. Devon Avenue
Elk Grove Village, Illinois 60007

3. The undersigned agrees to accept, as part of the Contract, the applicable Special Provisions contained in this Proposal.

4. The undersigned is familiar with all Contract Documents and the site conditions and carefully checked his/her figures comprising the above bid or bids and understands that the Village will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

5. The undersigned agrees to complete all underground utility work, pavement and landscaping restoration, and punch list work prior to the Interim Completion Dates, if any are defined, and by the Completion Date included in these Contract Documents.

6. Accompanying this Proposal is a Bank Draft, Cashier's Check, Certified Check or Bidder's Bond for the sum of 5% of the total bid price, made payable to the Village of Elk Grove Village. The amount of the check or draft is:

(\$ _____)

If the Proposal is accepted and the undersigned fails to execute a Contract and Contract Bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

BID PROPOSAL FORM

PROPOSAL: BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS
BID OPENING: Friday, April 12, 2024 at 11:00 a.m.

BID #: PW-2324-15

The undersigned proposes, in accordance with the terms of these proposal documents, to furnish all necessary labor, materials, and equipment to complete the BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS Contract as specified herein.

NOT FOR BID SET

No.	Description	Quantity	Units	Un
1.	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	87	UNITS	\$
2.	TREE REMOVAL (OVER 15 UNITS DIAMETER)	53	UNITS	\$
3.	TREE REMOVAL, ACRES	0.212	ACRES	\$
4.	TREE TRUNK PROTECTION	6	EACH	\$
5.	TREE ROOT PRUNING	1	EACH	\$
6.	TREE PRUNING (OVER 10 IN. DIAMETER)	11	UNITS	\$
7.	EARTH EXCAVATION	1790	CU YD	\$
8.	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50	CU YD	\$
9.	TOPSOIL FURNISH AND PLACE, 6"	9244	SQ YD	\$
10.	EXPLORATION TRENCH 52" DEPTH	20	FOOT	\$
11.	SEEDING, CLASS 1	1.882	ACRE	\$
12.	SEEDING, CLASS 4B	0.237	ACRE	\$
13.	SEEDING, CLASS 5B	0.237	ACRE	\$
14.	NITROGEN FERTILIZER NUTRIENT	179	POUND	\$
15.	POTASSIUM FERTILIZER NUTRIENT	179	POUND	\$
16.	MULCH, METHOD 2	0.973	ACRE	\$

BID PROPOSAL FORM

PROPOSAL: BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS **BID #:** PW-2324-15
BID OPENING: Thursday, April 11, 2024 at 11:00 a.m.

No.	Description	Quantity	Units	Unit Price
17.	EROSION CONTROL BLANKET	5533	SQ YD	\$
18.	TEMPORARY EROSION CONTROL SEEDING	195	POUND	\$
19.	TEMPORARY DITCH CHECKS	80	FOOT	\$
20.	PERIMETER EROSION BARRIER	3147	FOOT	\$
21.	INLET AND PIPE PROTECTION	3	EACH	\$
22.	INLET FILTERS	7	EACH	\$
23.	STONE RIP RAP, CLASS A3	67	SQ YD	\$
24.	FILTER FABRIC	67	SQ YD	\$
25.	PROTECTIVE COAT	22	SQ YD	\$
26.	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 18"	1	EACH	\$
27.	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 36"	1	EACH	\$
28.	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 48"	1	EACH	\$
29.	METAL FLARED END SECTIONS, 15"	2	EACH	\$
30.	STORM SEWERS, CLASS A, TYPE 2 18", RCP	23	FOOT	\$
31.	STORM SEWERS, CLASS B, TYPE 2 15", PVC ASTM C-3034 (SDR 26)	1685	FOOT	\$
32.	STORM SEWER REMOVAL 18"	31	FOOT	\$

NOT FOR BID SET

BID PROPOSAL FORM

PROPOSAL: BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS **BID #:** PW-2324-15
BID OPENING: Thursday, April 11, 2024 at 11:00 a.m.

No.	Description	Quantity	Units	Unit Price
33.	STORM SEWER REMOVAL, 60"X40" CMP ARCH PIPE	15	FOOT	\$
34.	CATCH BASINS, TYPE C, TYPE 8 GRATE	4	EACH	\$
35.	MANHOLES, TYPE A, 4- DIAMETER, TYPE 1 FRAME, CLOSED LID	7	EACH	\$
36.	MANHOLES, TYPE A, 5- DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$
37.	MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME, CLOSED LID	1	EACH	\$
38.	REMOVING MANHOLES	1	EACH	\$
39.	FURNISH EMBANKMENT – SPECIAL	355	CU YD	\$
40.	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5 INCH	192	SQ FT	\$
41.	GRATING FOR CONCRETE FLARED END SECTION, 18"	1	EACH	\$
42.	GRATING FOR CONCRETE FLARED END SECTION, 36"	1	EACH	\$
43.	GRATING FOR CONCRETE FLARED END SECTION, 48"	1	EACH	\$
44.	REMOVE CONCRETE FLARED END SECTIONS, 18"	1	EACH	\$
45.	REMOVE CONCRETE FLARED END SECTIONS, 36"	1	EACH	\$
46.	REMOVE CONCRETE FLARED END SECTIONS, 48"	1	EACH	\$
47.	REMOVE FLARED END SECTIONS, 65" X 40"	1	EACH	\$
48.	TRENCH DAM - SPECIAL	2	EACH	\$

NOT FOR BID SET

BID PROPOSAL FORM

PROPOSAL: BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS **BID #:** PW-2324-15
BID OPENING: Thursday, April 11, 2024 at 11:00 a.m.

No.	Description	Quantity	Units	Unit
49.	STABILIZED CONSTRUCTION ENTRANCE	199	SQ YD	\$
50.	TEMPORARY CONSTRUCTION FENCE	1655	FOOT	\$
51.	ABANDON STORM SEWERS, 60" X 40" CMP ARCH PIPE	1645	FOOT	\$
52.	CONCRETE SPILLWAY	1	L SUM	\$
53.	REMOVAL OF EXISTING STRUCTURES, LOCATION NO. 1	1	EACH	\$
54.	REMOVE AND RESET FENCE FABRIC	6	EACH	\$
55.	TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	L SUM	\$
56.	CONSTRUCTION LAYOUT	1	L SUM	\$
57.	PRECONSTRUCTION VIDEO TAPING	1	L SUM	\$
58.	STREET SWEEPING	15	EACH	\$
59.	DREDGING – CHANNEL EXCAVATION AND GRADING - ITEM			
60.	CLEARING AND GRUBBING	0.212	ACRE	\$
61.	CLEARING AND GRUBBING ALONG FENCE	1422	FOOT	\$
62.	HARDWOOD MULCH	16	SQ YD	\$
63.	TURF REINFORCING MAT	60	SQ YD	\$
<u>TOTAL BID</u>				\$

NOT FOR BID SET

I hereby certify that all statements herein are made on behalf of

Bidder: _____
(Name of Corporation, Partnership, or Person Submitting Bid)

- a) Corporation organized and existing under the Laws of
the State of _____;
- b) Partnership consisting of _____;
- c) Individual trading as _____;

By: _____
(Signature of authorized agent) (Date)

(Printed name of authorized agent) (Title)

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(Secretary or other Officer or Notary Public)

My Commission Expires: _____

PROPOSAL BID BOND

PROPOSAL: BIESTERFIELD ROAD BASIN OUTFALL IMPROVEMENTS
BID OPENING: Friday, April 12, 2024 at 11:00 a.m.

BID #: PW-2324-15

WE, _____ as

PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Elk Grove (hereinafter referred to as (VILLAGE) in the penal sum of (five percent) 5% of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VILLAGE this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the VILLAGE acting through its awarding authority for the construction of the work designated as the above project.

THEREFORE, if the Proposal is accepted and a Contract awarded to the PRINCIPAL by the VILLAGE for the above designated project, and the PRINCIPAL shall, within fifteen (15) days after award, enter into a formal Contract, furnish SURETY guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Contract Documents" and addenda, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT, the VILLAGE determined the PRINCIPAL has failed to enter into a formal Contract in compliance with any requirements set forth in the preceding paragraph, then the VILLAGE acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY, have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, A.D., 20__.

PRINCIPAL

(Company Name) (Seal)

(Company Name) (Seal)

BY: _____
(Signature and Title)

BY: _____
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed).

SURETY

(Name of Surety) (Seal) BY: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF _____

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

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

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

Given under my hand and notarial seal this _____ day of _____, A.D., 20____.

My commission expires _____

Notary Public _____

NOTICE

- 1. IMPROPER EXECUTION OF THIS FORM (i.e., MISSING SIGNATURES OR SEALS OR INCOMPLETE CERTIFICATION) WILL RESULT IN BID BEING DECLARED IRREGULAR.**
- 2. IF BID BOND IS USED IN LIEU OF PROPOSAL GUARANTY CHECK, IT MUST BE ON THIS FORM.**

PART 3

CONTRACT SPECIAL PROVISIONS

**BIESTERFIELD ROAD BASIN OUTALL IMPROVEMENTS
VILLAGE OF ELK GROVE VILLAGE
PW-2324-15**

SPECIAL PROVISIONS

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 SWPPP

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2024, indicated on the Check Sheet included herein; the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways” and “Illinois Supplement to the National Manual on Uniform Traffic Control Devices”; the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids; the “Water & Sewer Main Construction in Illinois” 2020 Eighth Edition; and all of which apply to and govern the construction of the Local Improvement, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT

The project includes storm sewer abandonment and construction, earth excavation of a detention basin, tree clearing, ~~dredging of an existing channel~~, landscape restoration, and all incidental and collateral work necessary to complete the project within Village limits as shown on plans and as described in Specifications, Plans and Contract Document PW-2324-15.

LOCATION OF PROJECT

This project is located east of Oklahoma Way and north of Biesterfield Road in the Village of Elk Grove Village, Cook County, Illinois. The project includes the Biesterfield Basin which is located north of Biesterfield Road, between Schirra Circle and Home Avenue. The project extends north from the basin approximately 1,700 feet to a location south of Oklahoma Circle.

MATERIAL TESTING AND INSPECTION

EGV: January 2022

All materials incorporated into this project must be inspected and tested for compliance with the requirements of the IDOT Standard Specifications, Supplemental Specifications, Recurring Special Provisions, contract special provisions, and the IDOT Project Procedures Guide. The Village will retain a consultant to manage the Quality Assurance (QA) requirements for hot-mix asphalt (HMA) and portland cement concrete (PCC) items; QA plant, field, and lab tests; and reporting the results.

The Contractor will be required to notify both the Village and the QA Consultant a minimum of 48 hours prior to any delivery of HMA or PCC materials to the project site. Failure to comply with this requirement shall be cause for immediate rejection of the HMA or PCC material and loss of working days, which shall be at no cost to the contract. No extension to completion dates shall be granted as a result of non-compliance. Quality Control (QC) aspects of the work shall remain the responsibility of the Contractor.

BUSINESS LICENSE

EGV: January 2022

The Contractor and all Sub-contractors prior to the start of construction shall obtain a Village Business License, as required by the Village of Elk Grove Village. The cost to obtain a Village Business License shall be included in the cost of the bid items in the contract. For more information, please contact the Finance Department at (847) 357-4062 or visit the Village’s website at www.elkgrove.org/government/finance-department/business-licenses.

PERMIT AND BONDS

EGV: January 2022

The Contractor prior to the start of construction will obtain necessary State, County permits, or other public agencies as required to perform the work outlined under this contract. It shall be the Contractor's responsibility to conduct his/her operations in such a manner so as to comply with all provisions and conditions of the permits. The Contractor shall also provide all necessary bonds and certificates of insurance for work on or adjacent to any State or County highway or for work within their respective right-of-way. The cost of providing bonds and insurance, and complying with the provisions and conditions of the permits shall be considered as included in the cost of the contract.

Permits are required from the following agencies:

- United States Army Corp of Engineers (USACE)
- Metropolitan Water Reclamation District (MWRD)

The Village has submitted the plans to these agencies for the required permits; however those permits not included in the bid documents have not been received as of the date of these documents. No work that is covered by these permits shall begin until the required permits have been received. The Contractor shall be required to complete all forms requested by the permitting agencies.

The Village reserves the right to not issue the Notice to Proceed until all permits have been received. There shall be no damages or additional compensation due to the Contractor for delays due to delay in obtaining the permits, and the Contractor's sole remedy, where applicable and approved by the Engineer, shall be an extension of time.

As a condition of the USACE permit, the Contractor will need to submit an in-stream work plan to the USACE and the North Cook County Soil and Water Conservation District for approval. This plan shall be prepared by the Contractor and submitted to the Village for review within 14 calendar days of the Contract Award. Guidelines on acceptable in-stream work techniques can be found on the USACE website. The USACE defines and determines in-stream work. The cost of all materials and labor necessary to comply with the above provisions to prepare and implement an in-stream work plan will not be paid for separately, but shall be considered as included in the unit bid prices of the contract and no additional compensation will be allowed.

MAINTENANCE OF ACCESS TO RESIDENCES, BUSINESSES, AND SCHOOLS

EGV: January 2022

This work shall be in accordance with Article 107.09 of the Standard Specifications, insofar as applicable, and the following provisions.

No work shall take place on both sides of the street at the same time without prior approval of the Village. Failure to follow this requirement will result in a "Traffic Control Deficiency" with penalties assessed in accordance with section 105.03 (b) of the Standard Specifications.

The Contractor shall contact a property owner at minimum of 48 hours prior to disruption of access and provide a Village-prepared notice to affected parties. Every effort shall be made by the Contractor to affirmatively notify these properties (i.e., knock on doors) again when access is about to be closed. The Contractor shall be responsible for maintaining barricades to restrict access during his/her operation.

The Contractor may close one access point to a property for a period not exceeding six (6) hours without prior approval by the Village only if another existing drive serves the loading and parking areas of the

business. Half-width pours for concrete curb, driveway apron, and sidewalk may be necessary to meet this requirement.

The Village will notify schools of work on adjacent streets. The Contractor shall schedule work to avoid activity during peak drop-off and pick-up times. No compensation will be paid for any inconvenience, delay, or loss experienced by the Contractor because of adjustments to their normal schedule.

Temporary stone, or another method approved by the Village, shall be used to maintain access between removal and formwork, if the Contractor exceeds the calendar day limitation for any reason.

Maintenance of access will not be paid for separately but shall be included in the contract unit prices. The Contractor will be subject to the Special Provision for Failure to Complete the Work on Time for exceeding the maximum calendar days of disruption and/or closures stipulated herein.

MAINTENANCE OF THE CONSTRUCTION SITE

EGV: January 2022

The Contractor shall be responsible for sweeping/cleaning streets of any debris and material that has accumulated as a result of daily construction activities in accordance with Article 107.15 of the Standard Specifications. This work shall also include cleaning the surrounding streets of any discharges from vehicles entering/exiting the work area. If street cleaning is not completed as requested by the Village, the Contractor will be assessed a Traffic Control Deficiency in accordance with section 105.03 (b) of the Standard Specifications.

All areas that are temporarily seeded shall be maintained by the Contractor for the duration of the project. This work shall include mowing so that no grass or weeds exceed 6" in height. The cost of this work shall not be paid for separately but shall be included in the cost of TEMPORARY EROSION CONTROL SEEDING.

USE OF VILLAGE WATER

EGV: January 2022

This work shall be in accordance with Article 107.18 of the Standard Specifications, expect **NO fire hydrants** shall be used within the Village limits. Water can be obtained at the James Paul Petri Public Works Facility, 450 E. Devon Avenue, Elk Grove Village, IL 60007. This water will be at no cost to the contractor working for the Village.

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

EGV: January 2022

In addition to the requirements of Section 107.01 of the Standard Specifications, the Contractor shall be solely responsible for the complete removal of excavated material as well as full legal and proper disposal off-site. The Contractor shall adhere to all requirements set forth by the IEPA and Public Act 96-1416 for Clean Construction and Demolition Debris which shall include, but not be limited to, field and laboratory analyses, certification of material from a licensed Professional Engineer, dumping fees, and associated documentation.

Preliminary testing of the existing material has been performed by the Village. Material removed is suitable for disposal at a CCDD facility. Please see the LPC-663 form included in the Geotechnical Report attached to these specifications.

The existing material is anticipated to be saturated during the construction of this project. Drying of the material, if required by the Contractor, sub-contractor hauling the material from the site, or by the disposal site selected by the Contractor, shall be performed by the Contractor at a location approved by the Engineer. Erosion control measures shall be installed at the drying site in a manner meeting the approval of the Engineer.

The cost of all excavation, testing, hauling, drying, erosion control measures at the drying site, and disposal of materials removed shall be INCLUDED in the cost of the pay item being removed or installed, except where specific pay items for excavation are included in the plans. When specific excavation items are included, the cost of the testing, hauling, drying, erosion control measures at the drying site, and disposal shall be included in the cost of those items. No additional compensation will be provided.

PRESERVATION OF TREES AND LANDSCAPING

EGV: January 2022

The Contractor will make every effort when working near trees and landscape beds to preserve them from harm. All trees will be preserved unless specifically designated for removal. Tree branches will not be cut, pruned, or trimmed by the Contractor. All equipment, supplies, and excavated material will be kept out of the drip line of existing trees. When tree limbs, trunks or roots of trees not approved for removal are damaged, the Village will determine whether the tree can be repaired or must be removed. Repairs may include, but are not limited to pruning of broken limbs, removal of loose bark, and proper shaping of wounds, thinning of crown to compensate for root loss, fertilization, straightening, and staking. The Village reserves the right to perform the repairs with municipal forces and will back charge the Contractor for such repairs. If the Village determines the tree needs to be replaced, the Contractor at his/her expense shall remove the tree along with the stump to a depth of 12" below the ground surface. The Contractor will reimburse the Village for replacement of the tree at \$250.00 per inch as measured six (6) inches above the ground at the tree's diameter. Landscape beds damaged by the Contractor shall be restored in kind as directed by the Village.

The cost of all materials required and all labor necessary to comply with the above Provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

PROTECTION OF EXISTING INFRASTRUCTURE

EGV: January 2022

This work shall consist of the protection of the existing concrete sidewalks, driveway aprons, curb and decorative crosswalks during the construction from damage by the Contractor's negligence by use of trucks, excavating equipment, placement of bituminous materials and any other equipment used by the Contractor. Any cleaning required or directed by the Village shall be completed per manufacturer's specification and approved by the Village.

When removing curb and gutter, pavement or any other structure, the Contractor shall take every precaution necessary to ensure that there will be no damage to underground public or private utilities. Under no circumstances will the use of a frost ball concrete breaker be allowed.

The Contractor shall use plywood sheets, wood planks or other approved material to protect the existing sidewalks, aprons, curbs and decorative crosswalks from damage by the Contractor's equipment and trucks.

The cost to furnish, place, move and dispose of approved materials as needed to continually protect and clean the existing roadways, concrete, and crosswalks will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

EGV: January 2022

Unless otherwise noted on the plans, the existing drainage facilities shall remain in use during the period of construction. Locations of existing drainage structures and sewers as shown on the plans are approximate. Prior to commencing work, the Contractor, at his/her own expense, shall determine the exact locations of existing structures which are within the proposed construction limit.

All existing drainage structures are to be kept free of any debris resulting from the Contractor's construction operations. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed. Should reconstruction or adjustment of a drainage structure be required by the Village in the field, the necessary work and payment shall be in accordance with the pay items and special provisions included in this contract.

The Contractor shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his/her operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the Village in accordance with Section 550 of the Standard Specifications and at the Contractor's own expense, and no additional compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, he/she shall so inform the Village, who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of the non-compliance with this provision shall be replaced at the Contractor's own expense.

WORKING HOURS

EGV: January 2022

This shall be in accordance to Article 107.35 of the Standard Specifications except replace and add the following to the second paragraph:

“The Contractor shall be confined to the period beginning at 7 a.m. to 7 p.m., Monday through Saturday. The Contractor may work outside the confined hours with written permission of the Village. This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature.

Water main and water service shut-offs and driveway closures may be required on weekends and/or off hours, as directed by the Village. No additional compensation shall be due to the contractor for performing this work.”

STATUS OF UTILITIES

EGV: January 2022

Buried electric, telephone, cable television and fiber optics are known to be within the public utility and drainage easements but are not shown on the plans. The contractor shall familiarize themselves with the locations of all utilities and structures that may be found with the vicinity of the construction. The

contractor shall receive no additional compensation for delay due hand digging, construction staging, relocating or adjusting the storm sewer line/grade due to existing utilities within the public utility easement.

Should any damage occur due to the Contractor's negligence, repairs shall be made by the Contractor at his expense in a manner acceptable to the Village. The Contractor shall notify all utility owners of his construction schedule and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures may proceed in an orderly manner. Notification shall be in writing, with copies transmitted to the Village.

PRE-CONSTRUCTION REQUIREMENTS

EGV: January 2022

Pre-Construction Meeting

A pre-construction meeting will be scheduled by the Village following the execution of the Contract and prior to the start of construction. At the preconstruction meeting the Contractor will be requested to furnish fluorescent pink and/or white water-based marking spray paint, bundle of pointed hardwood oak lath, bundle of hardwood oak stakes (2" x 2") and ribbon. Additional spray paint, lath or other materials listed may be requested during the project. These are for marking the proposed improvements and related work. The cost shall be included in the cost of the contract.

Progress Schedule

A progress schedule shall be submitted prior to or at the pre-construction meeting in accordance with Article 108.02 of the Standard Specifications. No contract work can begin until the progress schedule has been approved by the Village and a Notice to Proceed letter is sent to the contractor with the executed contractor and bond.

Prosecution of the Work

This shall be in accordance to Article 108.03 of the Standard Specifications except replace the second paragraph with the following:

“The Contractor shall notify the Village at least 72 hours prior to initial start of operations, and 24 hours prior to each inspection and prior to discontinuing or resuming operations.”

CONTRACT COMPLETION DATE

EGV: January 2022

Final Completion Date Plus Working Days

The Contractor shall be required to complete all contract work by 5:00 p.m., September 15, 2024. The Contractor shall complete all punch list items within 5 working days after the Completion Date.

The Village will prepare punch-list of items that require correction prior to acceptance. Under extenuating circumstances, the Village may direct that certain items of work not affecting the safe opening of the roadways and sidewalks may be completed within 5 guaranteed working days allowed for clean-up and punch-list items. If all work is not accepted within that time, the Contractor will be subject to liquidated damages.

LIQUIDATED DAMAGES

EGV: January 2022

In accordance with the provisions of Article 108.09 of the Standard Specifications, the Contractor shall pay to the Village the sum of \$2,500 per day, as liquidated damages for each and every calendar day beyond

the **Scheduling Restrictions, Interim or Final Contract Completion Date** that the work or any part thereof, remains incomplete.

MEASUREMENT AND PAYMENT

EGV: January 2022

Payment

Once a month, the Village will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices.

The Contractor shall procure and submit from each subcontractor and supplier of material or labor a waiver of any claim which they may have under the mechanics lien laws of the state in which the work is located, to insure the Village immunity from mechanics liens on subcontractors in carrying out the contract and any work orders for additions thereto, all as a condition of any payment by the Village. Any payments made by the Village without requiring compliance with this paragraph shall not be construed as a waiver by the Village to require compliance with this paragraph as a condition to later payments. The Contractor shall furnish with his/her final invoice a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.

Weekly Certified Payrolls shall be submitted from the Contractor and all subcontractors. No payments shall be processed until such documents have been received by the Village.

Increases and Decreases in the Scope of Work

The quantities provided in this Proposal are an estimated quantity of work to be completed. The Village reserves the right to increase or decrease the quantity of work to be completed under the contract. No allowance or adjustments to unit prices will be made for delay or anticipated profits as the result of an increase or decrease in the quantities of work to be performed.

Guarantee

The Contractor shall guarantee all materials and workmanship for a period of not less than one (1) year from the date of final acceptance of the project by the Village.

MOBILIZATION

EGV: January 2022

This Contract contains no provisions for Mobilization. Therefore, Section 671 of the Standard Specifications is deleted. No payments will be made for preparatory work, movement of personnel, equipment, supplies, or incidentals to the project site, or for any other work, operations, or costs which the Contractor must perform or incur when beginning work on the project.

INLET FILTERS (SPECIAL)

EGV: March 2022

Description

All work, materials and equipment will conform to Sections 280 and 1080 of the Standard Specifications except as noted herein.

Inlet filters will be installed and maintained at all inlet locations as shown on the plans or as directed by the Engineer. Removal and disposal of debris, accumulated silt and trapped sediment will be considered included in the cost of INLET FILTERS (SPECIAL).

Method of Measurement

INLET FILTERS (SPECIAL) will be measured for payment as individual items and the unit of measurement will be each.

Basis of Payment

This work will be paid for at the contract unit price per each for INLET FILTERS (SPECIAL).

CONCRETE WASHOUT FACILITY

EGV: January 2022

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumen, calcium chloride, or other harmful materials according to Article 107.23 of the Standard Specifications.

To prevent pollution by residual concrete and/or the by-product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision.

The concrete washout facility shall be constructed on the job site in accordance with Illinois Urban Manual practice standard for Temporary Concrete Washout Facility. The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility, to the Village for approval, a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks. The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate or shall be removed and properly disposed of outside the right-of-way. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Village and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

This work will not be paid for separately but shall be included in the cost of the concrete work items included in the contract.

SAW CUTTING

EGV: January 2022

This work shall consist of sawing full depth joints in the existing sidewalk in order to separate those portions to be removed from those which will remain in place. This work shall be performed at the locations specified on the plans and/or as otherwise designated by the Village.

The Contractor will be required to saw vertical cuts so as to form clean vertical joints. Should the Contractor deface any edge, a new sawed joint shall be provided and any additional work, including removal and replacement, will be done at the Contractor's expense.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

This work shall not be measured for payment but shall be considered included in the price for the items being removed.

CONCRETE CURING AND TEMPERATURE CONTROL FOR CONCRETE PLACEMENT

EGV: March 2022

Concrete curing shall be limited to the methods in Article 1020.13(a)[4] – membrane curing method. When protective coat is required by the Engineer, concrete curing shall be limited to the methods in Article 1020.13(a) [1], [2], or [3], unless otherwise approved by the Village.

The Contractor shall be responsible for the protection from damage or vandalism of all new portland cement concrete constructed under this contract. Any damaged areas shall be replaced as required by the Engineer at the Contractor's expense.

Delete the second and third sentences of the second paragraphs of Article 1020.14(a) of the Standard Specifications.

Basis of Payment

This work will not be paid for separately but shall be included in the cost of the concrete work items in the contract, regardless of the type of curing required. No additional compensation will be due the Contractor for the method selected for curing of portland cement concrete. PROTECTIVE COAT, when required by Engineer, shall be paid for separately.

TRAFFIC CONTROL PLAN

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards relating to traffic control.

Standards

- 701101
- 701011
- 701801
- 701901

Special Provisions

- Work Zone Traffic Control Surveillance (LRS)
- Flaggers in Work Zone (LRS)
- Traffic Control and Protection, Special

WGN PROPERTY RESTRICTIONS ON EQUIPMENT SIZE AND MOVEMENT

The following restrictions apply for the area bordered on the east by the western border of NSMJAWA watermain easement and on the west by the residential properties along New Mexico Ct, Mexico Ct, and Oklahoma Way. No 18-wheeler trucks or dump trucks shall be allowed in this area. Hydraulic excavators cannot exert more than 6 psi operating pressure. Excavators should be mid-size and weigh 19,000 lbs. or less. Loaders cannot exceed an operating weight of 15,000 lbs. The boom of the excavator can swing over the NSMJAWA transmission main easment, but equipment and loads shall not transverse over the NSMJAWA transmission main easement.

The following restrictions shall apply for the area to the east of the NSMJAWA watermain easement. Work occurring east of the NSMJAWA watermain easement shall be accessed via Rohlwing Road at the gated entrance of the 720 Rohlwing property. The road going west from the gated entrance shall not be used to reach the work area. The work area shall be accessed by entering the gate and traveling south along the fence line. Travel south shall continue until reaching a location 50 feet from the southern WGN property line, where vehicles shall turn and travel west. Western travel along shall occur a minimum of 50 feet away from the southern 720 Rohlwing property line. Vehicles shall then turn and travel north prior to the NSMJAWA watermain easement. Northern travel to the location of work shall avoid the NSMJAWA water main easement and any wetlands and wetland buffers. Machinery crossing or traveling atop the NSMJAWA watermain easement is strictly prohibited. Please view the Overall Plan sheet included in the project plans for access points and routes.

ADDITIONAL INSURED

HR Green, Inc. must be named as an additional insured under the Contractor's General Liability insurance policy. Insurance shall be in accordance with Section 25 of the Village of Elk Grove's General Conditions included in the front-end documents of these specifications.

PIPE CONNECTION

This work shall consist of connecting existing pipes to proposed structures. All connections of existing pipes shall be included in the cost of the proposed structure and shall not be paid for separately.

REMOVE AND RESET SEGMENTAL CONCRETE LANDSCAPING WALL

Description

This work shall consist of the removing, temporarily storing, and resetting the existing segmental concrete block landscaping walls.

Construction

The removed concrete landscaping wall shall be transported and stored at an on-site or off-site location that is protected from theft, damage, or vandalism. The Contractor shall take precautions during the removal, transportation, and storage operations to not damage or break the landscaping wall. When construction is complete, the concrete wall shall be reset back to the original configuration as shown in the PRECONSTRUCTION VIDEO TAPING.

Basis of Payment

This work will not be paid for separately but shall be included in the cost of the items in the contract requiring the removal of the segmental concrete landscaping wall. No additional compensation will be due the Contractor for replacement of any landscaping stone due to damages caused during removal or storage.

DEWATERING

Description

The wetlands within the work area must be isolated to prevent potential sources of sediment from entering the wetland. This work may be completed by implementing temporary erosion control items including silt

fencing, temporary ditch checks, filter bags and potentially a cofferdam constructed of non-erodible materials. These temporary control measures must be in place when work is being completed within the channel downstream of the proposed storm sewer outlet. The dewatering will no longer be necessary once the project has been stabilized.

Materials.

Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions flow at or below the normal water elevation.

Water shall be isolated from the wetland adjacent to the work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile fabric, etc.). Acceptable practices include but are not limited to: pre-fabricated rigid cofferdams, sheet piling, inflatable bladders, sandbags and fabric-lined basins. Earthen cofferdams or other practices that would result in a release of sediment into the wetlands are NOT permissible.

Work may NOT be performed in the water, except for the placement of the materials necessary for temporary erosion control purposes. The temporary erosion control items must be installed from the upland area and no equipment may enter the water at any time. Once the temporary erosion control items are in place and the isolated area is dewatered, equipment may enter the isolated area to perform the required dredging work.

If bypass pumping is deemed necessary by the Contractor or the Engineer, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the wetland and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities. No overnight pumping will be permitted without prior approval of the Village. The channel shall have all excavated areas protected at the end of each day of work with non-erodible materials.

During dewatering of the dredging area, all water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream wetland. A stabilized conveyance from the dewatering device to the waterway must be identified. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity. Please see the construction plans for a detail of an example of how to layout a temporary flow bypass.

Method of Measurement.

This work shall not be measured for payment. Temporary erosion control items including silt fence and ditch checks will be measured according to their respective pay items.

Basis of Payment.

This work will not be paid for separately and shall be considered incidental to the required grading and dredging work to provide positive drainage from the proposed storm sewer outfall.

STORM SEWERS

Replace the first sentence of Article 550.04 paragraph 4 with the following:

“Well compacted aggregate comprised of ¼” to 1” size aggregate at least 4 in. below the pipe, shall be place for the entire width of the trench and length of the pipe; except when the storm sewer outlets from an embankment or natural ground, the last 3 ft (1 m) of the pipe shall be bedded in impervious material.”

Replace the paragraph 6 of Article 550.07 with the following:

“All backfill material shall be deposited and compacted as specified in Method 1 below. If the method used does not produce the results satisfactory to the Engineer, the Contractor will be required to alter or change the depths of the lifts.”

CONSTRUCTION LAYOUT STAKES

Replace the second and third sentences of the first paragraph with the following:

“Benchmark and alignment information can be found on the plans. This information is to be verified by the Contractor prior to performing work. Any issues with the benchmark information shall be brought to the attention of the Village and resolved before performing work.”

Revise the name of the section “Responsibility of the Department”, to “Responsibility of the Contractor”.

In paragraphs (a), (e), (f), (h) under the heading “Responsibility of the Department”, “the Department” shall be replaced with “the Contractor”.

In paragraph (d), (g), and (i) under the heading “Responsibility of the Department”, “the Department” shall be replaced with “the Engineer”.

FURNISH EMBANKMENT - SPECIAL

Description

This work shall consist of providing, placing, shaping to grade, and compacting embankment material from an off-site source. The contractor is to consider material excavated for the expansion of the existing detention pond, channel excavation, and spoils from the trench unsuitable as embankment material for the construction of the berm. This work shall be performed to applicable articles of Sections 202 and 205 in the Standard Specifications and according to herein.

Material

Organic-free clay material shall be provided complimentary to site conditions. The clay material shall be free of rocks, boulders, and cobbles.

Construction

The Contractor shall perform their own site evaluation to determine site conditions prior to supplying embankment materials and shall provide embankment material complimentary to site conditions. The Contractor shall provide a geotechnical engineer to determine moisture requirements for optimal compaction. The geotechnical engineer shall also establish compaction methods to achieve optimal compaction of the berm.

The existing topsoil where the berm is to be constructed shall be striped and disposed of off-site. The cost for stripping the topsoil and disposing it off-site shall be included in this pay item.

Placing and compacting the furnished embankment shall be according to Section 205 in the Standard Specifications.

Method of Measurement

This work shall be measured for payment per CUBIC YARD measured compacted in-place.

Basis of Payment

The work shall be paid for at the contract unit price per CUBIC YARD for FURNISH ENBANKMENT - SPECIAL, which shall include providing suitable embankment clay material. This payment shall include providing a geotechnical engineer.

PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT

Description

This work shall consist of the removal of Portland Cement Concrete sidewalk and replacement of the sidewalk in accordance with sections 351, 424, and 440 of the Standard Specifications and with the Village of Elk Grove detail included in the plans.

Materials

The aggregate shall be CA-6 per Article 351.02 of the Standard Specifications.

Construction

The entire depth of the existing sidewalk shall be removed at the locations shown on the plans. The existing stone base shall be re-graded and compacted to the satisfaction of the engineer. Additional aggregate stone shall be placed if necessary to bring the top of the stone base to 5 inches below the adjacent existing sidewalk. Portland cement concrete shall be placed to a thickness of five (5) inches. Expansion joints shall be constructed per the Village of Elk Grove detail included on the plans.

If deemed necessary by the Engineer due to its poor condition, the stone base beneath the existing sidewalk shall also be removed, and the soil beneath shall be graded and compacted so that the top of the compacted soil is seven inches below the adjacent existing sidewalk. Two inches of aggregate stone base shall then be placed atop the soil and compacted to the satisfaction of the Engineer.

Add the following to Article 424.04:

“The Village must approve the base before concrete is placed.”

Add the following to Article 424.05:

“All forming shall be with 2”x 6” lumber for 5-inch sidewalk or 2”x 10” lumber for 8 inch sidewalk or Village approved metal forms. The Village must approve the formwork before concrete is placed.”

Replace Article 424.10 with the following:

“After the concrete has been cured, the space along the edges of the sidewalk and ramps shall be backfilled with approved topsoil. The material shall be compacted until firm and the surface neatly graded.”

Method of Measurement

This work shall be measured for payment per SQUARE FOOT measured in-place.

Basis of Payment

The work shall be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, for the thickness specified, which shall include all materials, machinery, tools and labor required for the removal and replacement of the sidewalk.

GRATING FOR CONCRETE FLARED END SECTION

Description

This work shall consist of the installation of a grate on the end of the concrete flared end section in accordance with the applicable articles of Section 542 and with IDOT Standard 542311-07.

Method of Measurement

This work shall be measured for payment per EACH installed.

Basis of Payment

The work shall be paid for at the contract unit price per EACH for GRATING FOR CONCRETE FLARED END SECTION, of the size specified, which shall include all material, machinery, tools and labor required for the installation of the grate to the flared end section.

REMOVE CONCRETE FLARED END SECTIONS

Description

The work consists of removing concrete flared end sections at the locations shown on the plans. The Contractor shall dispose of the concrete flared end section off-site. The Contractor shall take care in removing the concrete flared end section, as any damage to nearby property/utilities will be repaired at Contractor's expense.

Method of Measurement

This work shall be measured for payment per EACH of flared end section removed.

Basis of Payment

The work shall be paid for at the contract unit price per EACH for REMOVE CONCRETE FLARED END SECTIONS, of the size specified, which shall include all machinery, tools and labor required for excavation, removal and disposal of the concrete flared end section.

TRENCH DAM - SPECIAL

Description

This work shall consist of the construction of a dam within the storm sewer trench to prevent groundwater flow through the trench and adversely draining the wetland. The trench dam shall be constructed at the locations noted on the plans.

Materials

Construction of the trench dam shall utilize controlled density fill to create the dam. Mix proportions, flow characteristics, and performance tests of the controlled density fill shall be submitted to the Engineer for approval. The trench dam shall utilize a steel casing pipe around the carrier pipe. The void between the carrier pipe and the casing pipe shall be filled with an expandable foam to form a watertight seal.

Construction

The steel casing pipe shall be cut to a length 4 inches greater than the proposed width of the controlled density fill. The steel casing pipe shall be installed with its center aligned with the carrier pipe's center and kept in place with an expandable watertight foam. Refer to the Trench Dam detail in the project plans.

Method of Measurement

This work shall be measured for payment in EACH measured in-place.

Basis of Payment

The work shall be paid for at the contract unit price per EACH for TRENCH DAM - SPECIAL, which price shall include the controlled density fill, steel casing pipe, expandable foam, and all other materials, work and machinery necessary to construct the trench dam.

STABILIZED CONSTRUCTION ENTRANCE

Description

This work includes the construction, maintenance and removal of stabilized construction entrance to be used for the containment, removal, and disposal of soil and debris potentially carried onto roadways by construction equipment entering and exiting excavated areas of the project, outside of the road right-of-way. Stabilized Construction Entrance facilities shall be located on level ground.

Construction

Stabilized construction entrance facilities shall be constructed at a location approved by the Engineer. They shall meet the minimum dimensions shown in the "Stabilized Construction Entrance" detail provided in the plans.

Stabilized construction entrance facilities shall be replaced when 50% of the aggregate voids are filled with sediment or cease to be functioning by evidence of sediment tracking on the pavement.

When stabilized construction entrance facilities are no longer required for the work, the Contractor shall remove and properly dispose of all aggregate and sediment and properly dispose of all filter fabric materials. The aggregate used for the stabilized construction entrance shall not be repurposed into the project as aggregate for other items.

Method of Measurement

This work shall be measured for payment in SQUARE YARDS.

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE YARD for STABILIZED CONSTRUCTION ENTRANCE which price shall be the cost for all work associated with installation, maintenance, removal, and restoration of stabilized construction facilities.

TEMPORARY CONSTRUCTION FENCE

Description

This work shall consist of the placement of construction fencing to delineate the work zone and prohibit construction equipment or personnel from entering sensitive areas such as wetlands or the NSMJAWA transmission main. This work shall be performed to the limits shown on the plans.

Materials

The temporary fence shall be comprised of orange snow fencing material or equivalent. The posts shall be steel tee bars which are included in the cost of the construction fence. Fence ties shall be plastic zip ties or metal wire.

Construction

Steel tee bars shall be placed inside the boundary of the delineated restricted areas, which are shown on the plans. The fence ties shall be used to affix the fence to the post at 3 locations (top, middle, bottom) on the fence post. Fence splice locations shall be located at a post and have 6 ties.

Method of Measurement

This work shall be measured for payment in FOOT measured in-place.

Basis of Payment

This work shall be paid for at the contract unit price per FOOT for CONSTRUCTION FENCE which price shall include all items required for the construction of the fence. The Contractor shall not be paid for fence replacement in the same locations if damaged by wind, weather, construction impacts or any other manner. The Contractor shall be responsible for maintaining the Construction Fence.

ABANDON STORM SEWER

Description

This work shall include abandoning existing storm sewers at the locations shown on the plans. All work shall be performed in accordance with all applicable articles of Section 593 of the Standard Specifications.

Construction

At the two termini of the existing storm sewer, the grates, frames and/or lids shall be removed and disposed of. At these locations, the existing sewer shall be cut back by two (2) feet at each terminus. Sewers will be filled with 30 psi lightweight cellular flowable concrete or an approved equal. Each terminus will then be plugged with a brick-and-mortar bulkhead. An extra layer of mortar shall be applied over the bulkhead to create a smooth, clean finish. Additionally, at the existing drainage structures, the existing adjusting rings, frames, shall be removed and disposed of. The beehive grates shall be removed, salvaged, and delivered to the Village of Elk Grove Public Works Facility at 450 East Devon Avenue.

This item includes sediment and erosion control measures necessary to prevent discharge of sediment from within the existing sewer into the downstream wetland area. These sediment and erosion control measures must be in place prior to beginning the storm sewer abandonment and shall be constructed in a way that ensures that all sediment ejected from the existing pipe shall remain in the vicinity of the sewer outfall and shall not be released to the downstream wetland area. Sediment control measures required to prevent sediment from reaching the downstream wetland during the sewer abandonment shall be incidental to this item.

Sediment captured in the area upstream of the sediment control measures shall be removed from the area by the contractor and disposed of.

Method of Measurement

This work shall be measured for payment per FOOT for abandoning and filling the sewer.

Basis of Payment

This work shall be paid for at the contract unit price per FOOT for ABANDON STORM SEWER, of the pipe size, material and type specified, which shall include furnishing lightweight cellular flowable concrete, brick, mortar, removal of existing drainage structure appurtenances, sediment control measures, and all materials and labor necessary to complete the necessary work.

CONCRETE SPILLWAY

Description

This work shall include the construction of a concrete spillway at the location shown on the plans in accordance with Sections 282, 351, and 424 of the Standard Specifications.

Materials

Portland Cement Concrete shall be Class SI per Article 424.02 of the Standard Specifications.

Pavement fabric shall be 6" x 6" 10-gauge steel wire mesh.

Base aggregates shall be Quality D, gradation CA-6 per Article 351.02 of the Standard Specifications.

Filter Fabric shall be per Article 282.02 of the Standard Specifications.

Construction

Construction is to follow the detail included on the plans. Filter fabric shall be placed on top of the compacted embankment. 3" of crushed aggregate shall be placed atop the filter fabric and compacted to satisfaction of engineer. The Portland cement concrete spillway shall be constructed atop the compacted aggregate using Portland Cement Concrete laid at a depth of 6". The pavement fabric shall be located 3" from the top surface of the concrete surface and shall span the fore slope and backslope of the berm plus the side slopes of the concrete spillway.

The spillway shall be constructed down the fore slope and backslope of the basin's berm to the elevations shown on the detail. The remaining back slope of the spillway from the concrete spillway to the toe of slope shall utilize a Turf Reinforcing Mat and Rip Rap as energy dissipation. The energy dissipation shall be paid for separately under the item STONE RIP RAP CLASS A3 and TURF REINFORCING MAT.

Method of Measurement

This work shall be measured for payment per LUMP SUM for CONCRETE SPILLWAY.

Basis of Payment

This work shall be paid for at the contract unit price per LUMP SUM for CONCRETE SPILLWAY which shall include Portland cement concrete, steel wire mesh, aggregate, filter fabric all other materials, labor and equipment necessary to complete the work.

REMOVAL OF EXISTING STRUCTURES, LOCATION NO. 1

Description

This work shall include removal of the existing structures at the locations shown on the plan, including the concrete retaining wall, the grate on the retaining wall, the grate on the flared end section opposite the retaining wall, and the concrete swale. Plus, removing any ancillary items attached to or embedded in the retaining wall or concrete spillway. Pictures of Location No. 1 are included below. All work shall be performed in accordance with all applicable articles of Section 501 of the Standard Specifications.

Construction

It is the Contractor's responsibility to determine if the retaining wall or concrete spillway contains reinforcement and to account for the reinforcement in their construction means and methods. The Contractor shall also make their own determination if the structure contains lead and to adjust their construction means and methods and properly dispose of the structure.

The structure and associated debris shall be disposed of off-site at an appropriate disposal facility.

Method of Measurement

This work shall be measured for payment per EACH at each location.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for REMOVAL OF EXISTING STRUCTURES, LOCATION NO. 1, which shall include all testing, materials, equipment, labor and disposal costs necessary to complete the work.



Figure 1: Location No. 1 for Removal of Existing Structures showing the retaining wall and grating



Figure 2: Location No. 1 for Removal of Existing Structures showing the concrete swale

REMOVE AND RESET FENCE FABRIC

Description

This work shall include cutting and reinstating the fencing fabric, top tube, razor wire, and fence posts in the chain link fence at fence corner posts or if no corner post is nearby, at intermediate posts, to gain access to the existing structure and allow for installation of proposed inlet and associated drainage structure in rear yards.

Construction

The fence fabric shall be cut inside the metal fence posts at the location of the existing and proposed inlet structure to allow access to the structures. If construction requires additional vertical space, the top tube and razor wire across the top of the fence shall also be cut. If greater horizontal width is needed to complete construction, the vertical metal fence posts shall be removed. Once construction is complete, the fence fabric shall be repaired by inserting the fabric back into the fence to pull the fence back together. The original piece of fence fabric or a new piece may be utilized. Fabric should be replaced in-kind if a new piece is utilized. If removal of the top tube, razor wire, or fence posts is completed, these items shall be repaired or replaced. The Contractor shall remove enough fence to accommodate construction activities.

If new top tubes, fence fabric, fence posts, or razor wire are utilized, the cost of these new materials shall be included in the cost of this item.

The fence shall be reset so that the bottom of the fence fabric is not more than 3" above the ground.

The contractor shall document the appearance of the existing fence prior to this work by taking photographs of the existing conditions and providing the photos to the engineer. The contractor shall repair the fence to imitate the conditions shown in the existing photographs to the satisfaction of the engineer.

Method of Measurement

This work shall be measured for payment per EACH for REMOVE AND RESET FENCE FABRIC at each location.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for REMOVE AND RESET FENCE FABRIC regardless of fence height, which shall include all materials, equipment and labor required to complete the work. Any new clamps, couplers, wire ties, posts, razer wire, and hardware shall be included in the cost of the item.

TRAFFIC CONTROL AND PROTECTION, SPECIAL

Description

This work shall consist of the furnishing, installation, maintenance, daily setup and takedown of barricades, warning lights, arrow boards, flaggers and other traffic control devices which are used for the purpose of regulating, warning, protecting or directing traffic during the construction or maintenance of the improvement and shall follow all the requirements of Section 701 of Standard Specifications.

Traffic Control and Protection shall be provided as called for in these Special Provisions, the Traffic Control Plan, applicable Highway Standards, and applicable sections of the Standard Specifications. The governing factor in the execution and staging of work for this project is to provide the motoring public and pedestrian public with the safest possible travel conditions through the construction zone.

All traffic control devices used on this project shall conform to the Special Provisions, Traffic Control Standards, Traffic Specifications and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

Only signs, barricades, vertical panels, drums and cones that meet the requirements of the Department's "Quality Standard for Work Zone Traffic Control Devices - 2004" shall be used on this project. Copies of this publication are available from the Bureau of Traffic for the Contractor's use prior to the initial set-up. At the time of the initial set-up or at the time of major stage changes, 100 percent of each type of device (cones, drums, barricades, vertical panels or signs) shall be acceptable as defined by the referenced publication. Throughout the duration of the project, the percentage of acceptable devices may decrease to 75 percent only as a result of damage and/or deterioration during the course of work. Work shall not begin until a determination has been made that the traffic control devices meet the quality required in this standard.

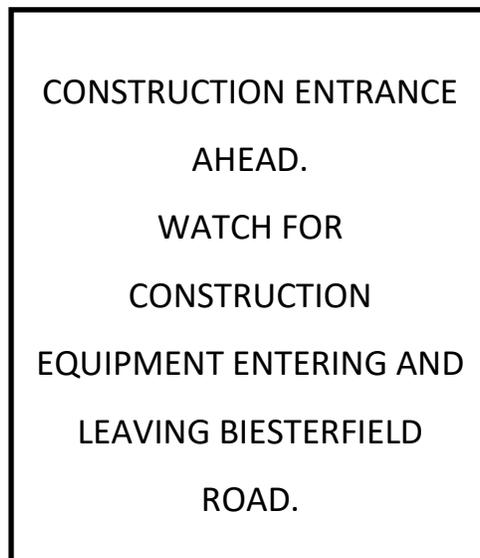
The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover, or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24 hours a day, including Saturdays, Sundays and holidays.

Additionally, the Contractor shall place an advance sign east of Schirra Court for westbound Biesterfield Road to alert traffic of construction equipment entering and leaving Biesterfield Road. The sign shall be at least three feet by three feet and read:



The exact location of the sign to be determined in the field. The cost for providing, installing, maintaining, and removing the sign shall be included in the cost of this pay item.

Method of Measurement

All traffic control will be not be measured but included in the LUMP SUMP unit price for TRAFFIC CONTROL AND PROTECTION, SPECIAL.

Basis of Payment

All traffic control and protection will be included in the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, SPECIAL. This shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, cover, maintain, and remove all traffic control devices and changeable message boards required for this project.

PRECONSTRUCTION VIDEO TAPING

Description

The Contractor shall prepare pre-construction video documentation of all features in the areas affected by construction, including areas adjacent to the work area and construction easements. All video cameras, recorders, tapes, accessories, and appurtenances shall be high quality WMF format equipment. Pre-construction video documentation shall consist of a series of high-resolution color audio-video tapes showing all areas affected by construction. All pertinent exterior and interior features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light posts, signs, interior features, resident gardens and garden landscaping walls and equipment, etc. Viewer orientation shall be maintained by audio commentary on the audio track to help explain what is being viewed.

The pre-construction videotaping shall be completed after the initial walkthrough and two copies of the tape(s) submitted to Elk Grove Village on a flash drive before commencing with any construction activities, including material delivery. Videotaping shall be performed by a reputable company meeting the approval of the Owner, in the presence of a representative of the Owner. The videotape survey shall serve as a basis for establishing damage that has occurred because of construction operations.

Method of Measurement

This work shall be measured for payment as LUMP SUM.

Basis of Payment

This work shall be paid for at the contract unit price per LUMP SUM for PRECONSTRUCTION VIDEO TAPING, which shall include all materials, equipment and labor required to complete the work.

STREET SWEEPING

Description

This work shall consist of keeping roads in and around the construction area clean.

The Contractor shall have available a mechanical sweeper for pavement sweeping. The Contractor shall clean the pavement of all dirt and debris at least two times per week and at other times as deemed necessary by the Engineer.

Method of Measurement

This work shall be measured for payment per EACH.

Basis of Payment

The cost of this work shall be paid for at the contract unit price per EACH for STREET SWEEPING, which price shall include all labor, equipment, and water required to clean the construction areas.

~~**DREDGING – CHANNEL EXCAVATION AND GRADING**~~

~~Description~~

~~This work shall consist grading and shaping the existing channel downstream of the proposed storm sewer outfall so as to create positive drainage from the storm sewer outfall to the downstream end of the alignment. The proposed work shall be completed by accessing the work area using the equipment access route outlined in the specification WGN PROPERTY RESTRICTIONS ON EQUIPMENT SIZE AND MOVEMENT for the area east of the NSMJAWA water main and shown in the Overall Site Plan sheet in the project plans.~~

Construction

The contractor shall identify and verify the location along the existing channel that will provide positive slope away from the storm sewer outfall. Soil and sediment shall be dredged to create a continuous slope from the invert of the proposed storm sewer outfall to existing wetland.

Sediment shall be removed from the area by the contractor and spread out across the non-wetland area outside the wetlands and wetland buffers and east of the existing drainage ditch, which is shown on the Overall Site Plan in the project plans. The wet soil shall be spread and graded to blend with existing grade. The soil shall then be seeded using TEMPORARY SEEDING within 48 hours of spreading. Permanent restoration to the area shall include SEEDING, CLASS 1 and MULCH, METHOD 2. All temporary and permanent restoration items required for the restoration of the spread sediment shall be included in the cost of this item.

The disturbed area within the wetland shall be restored with SEEDING CLASS 4A and SEEDING CLASS 5B as well as EROSION CONTROL BLANKET per their respective items. The seeding and erosion control blanket within the wetland limits shall be paid for separately from the DREDGING pay item.

Any restoration required to restore the access path outlined in the specification titled WGN PROPERTY RESTRICTIONS ON EQUIPMENT SIZE AND MOVEMENT and on the Overall Site Plan shall be included in the cost of this item.

Method of Measurement

This work shall be measured for payment per FOOT of channel dredged regardless of the width and depth of the finished channel or the amount of excavated material.

Basis of Payment

The cost of this work shall be paid for at the contract unit price per FOOT for DREDGING, which price shall include all material, storage, labor, transportation, erosion control, restoration and all other items associated with completing this work.

CLEARING AND GRUBBING

Description

This work shall consist of the removal of brush, saplings, debris, and trees less than 6" in diameter within the areas noted on the plans. Brush and saplings shall be removed to the ground, leaving the root system intact. This work will also include the removal and disposal of mulch or wood chips left on-site following tree removal or tree pruning operations. All materials and debris removed shall be properly disposed of by the Contractor off the project site.

Method of Measurement

This work shall be measured for payment per ACRE.

Basis of Payment

The cost of this work shall be paid for at the contract unit price per ACRE per CLEARING AND GRUBBING, which price shall include all material, labor, and all other items associated with completing this work.

CLEARING AND GRUBBING ALONG FENCE

Description

This work shall consist of the removal of brush, saplings, debris, and trees less than 6" in diameter along the fence dividing the residential properties and the WGN property at 720 Rohlwing in order to allow adequate space for the construction of the proposed storm sewer. Brush and saplings shall be removed to

the ground, leaving the root system intact. This work will also include the removal and disposal of mulch or wood chips left on-site following tree removal or tree pruning operations. All materials and debris removed shall be properly disposed of by the Contractor off the project site.

Method of Measurement

This work shall be measured for payment per FOOT.

Basis of Payment

The cost of this work shall be paid for at the contract unit price per FOOT of CLEARING AND GRUBBING ALONG FENCE, which price shall include all material, labor, and all other items associated with completing this work.

HARDWOOD MULCH

Description

This work shall be performed in accordance with the applicable portions of Section 251 of the Standard Specifications, and as directed by the engineer. The hardwood mulch placement shall be completed in the areas identified on the plans and placed to a thickness of 6". The mulch shall consist of double ground hardwood material. The mulch is intended to restore disturbed landscape beds that will be impacted by the installation of the storm sewer or grading of the basin .

Method of Measurement

Measurement will be the plan quantity in SQUARE YARDS,

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE YARD for HARDWOOD MULCH and shall include all material, delivery, labor, machinery and other items necessary to complete this work.

TURF REINFORCING MAT

Description

This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications, and as directed by the Engineer. Turf reinforcing mat type S200 or equivalent shall be used on the detention basin side slopes in the locations shown on the plans. The turf reinforcing mat must be able to withstand up to 2.3psf when newly installed and 8.0psf when fully vegetated. The mat shall be constructed of multiple layers of UV-stable polypropylene with a 100% straw matric. At least one of the UV-stable polypropylene layers must be crimped.

Method of Measurement

This work shall be measured for payment in SQUARE YARDS.

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE YARD for TURF REINFORCING MAT which price shall include all of items, materials, labor and equipment listed in Section 251 of the Standard Specifications.

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
CONSTRUCTION LAYOUT STAKES

Effective: May 1, 1993
Revised: January 1, 2022

Description. The Contractor shall furnish and place construction layout stakes and perform layout work necessary to construct the work to the lines and grades shown on the plans. The Department will provide adequate reference points to the centerline of survey or other control points as applicable and bench marks as shown in the plans and listed herein. Any additional control points set by the Department will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to perform the entire layout for the work, set additional stakes, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals to ensure conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed, or otherwise obliterated.

Responsibility of the Department.

- (a) The Department will locate and reference the control points established for the layout of the work. This may include the centerline of roads and streets, except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Department.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- (b) For construction of roadways on new alignments, reconstruction of roadways, and construction or reconstruction of structures, bench marks will

CHECK SHEET #9

be established along the project outside of construction lines not exceeding 1000 ft (300 m) intervals horizontally and 20 ft (6 m) vertically.

- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- (e) The Department will set stakes for utility adjustments.
- (f) The Department will make measurements and take cross sections from which the various pay items will be measured.
- (g) Where the Contractor, in setting construction stakes, discovers discrepancies, the Department will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications.
- (h) The Department will accept responsibility for the accuracy of the initial control points as provided herein.
- (i) It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the Contractor's attention and he/she shall make the necessary correction before the stakes are used for construction purposes.

Responsibility of the Contractor.

- (a) The Contractor shall establish from the given survey points and bench marks the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work or other locations. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- (b) At the completion of the grading operations, the Contractor shall set stakes at 100 ft (25 m) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Department.
- (c) The Contractor shall locate the existing right-of-way points for the installation of right-of-way markers.

- (d) Work shall be according to normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. Notes shall be neat, orderly, and in accepted form.
- (e) The Contractor shall use diligent care and appropriate accuracy for placement of construction stakes in order to construct to the lines and grades shown in the plans. Points shall be positioned to allow reuse throughout the construction process.
- (f) Prior to beginning any bridge construction, structure centerlines and pier lines shall be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines, and offset distances.

Measurement and Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999

Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”

Delete Article 701.20(g) of the Standard Specifications.

CHECK SHEET #LRS4

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES

Effective: January 1, 1999

Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

“Flaggers are required only when workers are present.”

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004
Revised: June 1, 2007

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.



WWW.MSETINC.COM

MIDLAND STANDARD ENGINEERING & TESTING, INC.

410 Nolen Drive South Elgin, Illinois 60177
(847) 844-1895 f(847) 844-3875

December 15, 2023

Mr. Ken Jay, P.E., C.F.M.
Village of Elk Grove Village
450 East Devon Avenue
Elk Grove Village, Illinois 60007

Re: Soil Exploration and Analysis
WGN Storm Basin
Elk Grove Village, Illinois
MSET File No. 23686

Dear Mr. Jay:

Midland Standard Engineering & Testing, Inc. (MSET) has conducted a subsurface exploration and laboratory analysis for the above referenced project.

Scope and Purpose

The purpose of this exploration and analysis was to determine the various soil profile components, the engineering characteristics of the materials, and to provide criteria for use by the design engineers in preparing project plans for the new storm sewer and storm basin work. The work included sample scanning and testing for soil disposal at a CCDD facility. The scope of this exploration included a geological reconnaissance of the site, subsurface exploration, soil testing, and an engineering analysis and evaluation of the material encountered.

General

The exploration and analysis of the subsurface conditions reported herein are considered in sufficient detail and scope to form a reasonable basis for final design. This report has been prepared for the exclusive use and specific application to the proposed project.

The recommendations submitted are based on the available soil information and the preliminary site plans furnished to us. Any revision in the plans for the proposed improvement from those enumerated in this report should be brought to the attention of the Soils Engineer so that he may determine if changes in the recommendations are required. If deviations from the noted subsurface conditions are encountered during construction, they should also be brought to the attention of the Soils Engineer.

The Soils Engineer warrants that the findings, recommendations, specifications or professional advice contained herein have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

After the plans are more complete, it is recommended the Soils Engineer be provided the opportunity to review the final design and specifications, in order that the soil recommendations may be properly interpreted and implemented. At that time, it may be necessary to submit supplementary recommendations.

FIELD EXPLORATION

General

The geotechnical field investigation included three (3) soil borings, with two along the storm sewer alignment to depths of fifteen (15) feet below the ground surface and one boring in the basin to a depth of twenty (20) feet. Reference the attached Boring Location Diagram for details of the boring locations. The ground surface elevation at the boring locations was determine using a Trimble Catalyst GNSS Receiver.

Drilling Equipment

The geotechnical soil brings were drilled using a Geoprobe® 7822DT drill rig equipped with a rotary head. The holes were advanced using hollow stem augers. The drill rig was equipped with an automatic drop hammer for standard penetration testing.

Sampling and Standard Penetration Test Procedures-Geotechnical Borings

Representative samples were obtained by the use of split-spoon sampling procedures in accordance with A.S.T.M. Procedure D-1586.

During the split-spoon sampling procedures, a standard penetration test was performed in accordance with current A.S.T.M. D-1586 Procedures. At sampling intervals, advancement of the boring was stopped and all loose material removed from the borehole. The sampler was than lowered into the hole and seated in undisturbed soil by pushing or tapping, taking suitable precautions that the rods were reasonably tight. The sampling spoon was then advanced by driving with an automatic drop hammer. During the sampling procedure, the standard penetration value (N) of the soil was determined. The standard penetration value (N) is defined as the number of blows of a one hundred-forty pound (140 lb) hammer required to advance the spoon sampler one foot (12") into the soil.

The results of the standard penetration tests indicate the relative density and comparative consistency of the soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The results of standard penetration tests can be found on the boring logs, which are attached.

Strength Tests

During the field borings operations, samples of the predominately cohesive soil from the split-spoon sampling device were tested using a calibrated soil penetrometer to aid in determining the strength of the soil. Consideration must be given to the manner in which the values of the unconfined compressive strengths were obtained. Split-spoon sampling techniques provided a representative, but somewhat disturbed, soil sample.

Water Level Measurements

Water level observations were made during and after the boring operations and are noted on the boring logs presented herewith. In relatively previous soils, such as sandy soils, the indicated elevations are considered reliable groundwater levels. In relatively impervious soils, the accurate determination of the groundwater elevation may not be possible, even after several days of observation. Seasonal variations, temperatures, and recent rainfall conditions may influence the levels of the groundwater table, and volumes of water depend on the permeability of the soils.

LABORATORY TESTING

Scope-Geotechnical

A supplemental laboratory-testing program was conducted to ascertain the pertinent engineering characteristics for the subsurface materials necessary in analyzing the behavior of the proposed construction. The soils laboratory work was performed in accordance with applicable A.S.T.M. standards. The laboratory-testing program included visual classification and moisture content determinations on all split-spoon samples. All cohesive soil samples obtained from the split-spoon were also tested for unconfined compressive strength (Q_u). Select samples were subjected to soil pH testing. The results of this laboratory testing are presented on the attached boring logs.

PROJECT DESCRIPTION AND FINDINGS

Project and Site Description

The proposed storm sewer for this project consists of roughly 1600 feet of new storm sewer in a north south alignment and parallel to an existing sewer, to be abandoned and parallel to a large water main. A residential development borders the sewer alignment to the west, and open flood plain borders the alignment immediately east. We anticipate the storm sewer would be located 5 feet below the ground surface.

An existing storm basin, located at the south end of the sewer alignment is planned to be excavated to increase holding capacity.

Subsurface Conditions

Along the sewer alignment, borings B-1 and B-2 encountered Topsoil and very stiff to hard CLAY FILL to a depth of 2.5 feet. Below these materials is firm, Lean to Fat Clay at B-1 and firm, buried Topsoil at B-2. These materials extend to a depth of five feet and have M_c of 40% (B-1) and 34% (B-2).

Below five feet, very loose Silty CLAY and soft Lean CLAY with root fibers and shells was encountered to a depth of 7.5 feet. The standard penetration resistance, N in this layer is 2 to 3 blows per foot. At B-1 below 8 feet is very stiff Lean CLAY with M_c of 12% to 20% and Q_u of 2.0 to 2.41 tsf. Below 8 feet at B-2 is soft to stiff Sandy CLAY with a M_c of 14% to 17%. The soft zone is at a depth of 8 feet to 10.5 feet below the surface.

At the basin, boring B-3 encountered 2.5 feet of Clay Topsoil and stiff Black CLAY overlying firm Lean CLAY that extends to a depth of 5.0 feet. The soil moisture content, M_c in the Black CLAY is 39% and the unconfined compressive strength, Q_u is 1.63 tons per square foot. The firm Lean CLAY has M_c of 38% and Q_u of 0.85 tsf.

Below five feet at this location is very loose to medium dense Organic SILT with fibers and shells that extends to a depth of 15 feet. The Organic SILT has Mc ranging from 60% to 118% and a standard penetration resistance, N of 3 to 11 blows per foot. Stiff to very stiff Grey CLAY was encountered from a depth of 15 to 20 feet.

Details of the soil encountered in the borings is shown on the attached 'Log of Boring' sheet.

Pipe Subgrade Soil Conditions

The soil anticipated to be exposed at pipe subgrade level based on the soil borings is shown in the table below. Pipe support should be developed by providing a minimum of six (6) to eight (8) inches of IDOT CA-05 or CA-07, bedding layer.

Boring Number	Estimated Pipe Invert Depth	Soil Description	Pipe Subgrade Treatment
B-1	5 feet	Very Loose Silty CLAY, CL-ML	Undercut 3.0', Note 1
B-2	5 feet	Soft Lean CLAY, trace roots & shells, CL	Undercut 5.0', Note 1

Note 1: Backfill undercut with IDOT CA-01 Crushed Stone & Geotechnical/Ground Stabilization Fabric per IDOT Section 1080.2 of Standard Specifications for Road and Bridge Construction. Standard bedding aggregate would be used just below the pipe.

Excavation and Trench Support

Soft soil conditions were encountered at the borings and are expected along the sewer alignment. Trench excavation sidewalls are not expected to stand nearly vertical, even for short periods of time. Please note that OSHA and local codes require the use of shoring and bracing in the excavations during foundation and utility installation, the contractor should be well versed in these requirements.

Sewer Backfill

All excavation and trench backfill work should be conducted in accordance with Article 550 of the Standard Specifications for Road and Bridge Construction. All structural elements should be backfilled in accordance with Article 502.10 'Backfilling', in Excavation for Structures Section 502 of the Standard Specifications for Road and Bridge Construction.

STORM BASIN WORK

Storm Basin Excavation

Plans include excavation work to deepen the existing storm basin. Soil boring B-3, located in the basin, encountered weak soil deposits extending to 15 feet. We would expect that working conditions ground surface support would deteriorate relatively quickly from standard construction equipment, especially loaded trucks. The work may require a backhoe working on timber mats or frozen ground conditions depending on the extent of the excavation.

Because of the weak soil conditions, basin side slopes of 8 horizontal to 1 vertical or flatter are recommended.

GENERAL DESIGN AND CONSTRUCTION CONSIDERATIONS

Protection of Adjacent Utilities

Excavations extending below or adjacent to any existing utility components may cause future settlement problems if not protected. It is our understanding that the distance from the proposed storm sewer to the existing JAWA watermain is 20 feet. Procedures for the protection of any existing utilities should be reviewed and presented to the supervising engineer and utility agencies, prior to the start of work.

CLEAN CONSTRUCTION DEMOLITION DEBRIS (CCDD)

CCDD Certification

Samples taken within the upper five (5) to ten (10) feet were scanned with a Photo-Ionization Detector (PID) to determine the presence of Volatile Organic Compounds (VOC). Soils encountered at the boring locations had PID measurements of 0.0 to 2.0 ppm. A sample was selected from Boring 1, Sample 2, based off these readings and tested for Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material at Regulated Fill Operations (35 Ill. Adm. Code 110. Subpart F).

The results of the analytical laboratory testing for contaminants resulted in levels below the TACO guidelines and therefore excess construction soil can be delivered to a regulated Clean Construction & Demolition Debris (CCDD) facility, please reference the attached IEPA Form LPC-663.

Closure

The recommendations presented herein are based on the information available at the time of this writing. After the plans and specifications are more complete, we welcome the opportunity to review them with respect to prevailing soil and ground water conditions.

At that time, it may be necessary to conduct further analysis and submit supplementary recommendations. If the plans are changed with respect to the location of the sewer or culverts, the soils information must be reviewed to determine whether it is pertinent to the new plans.

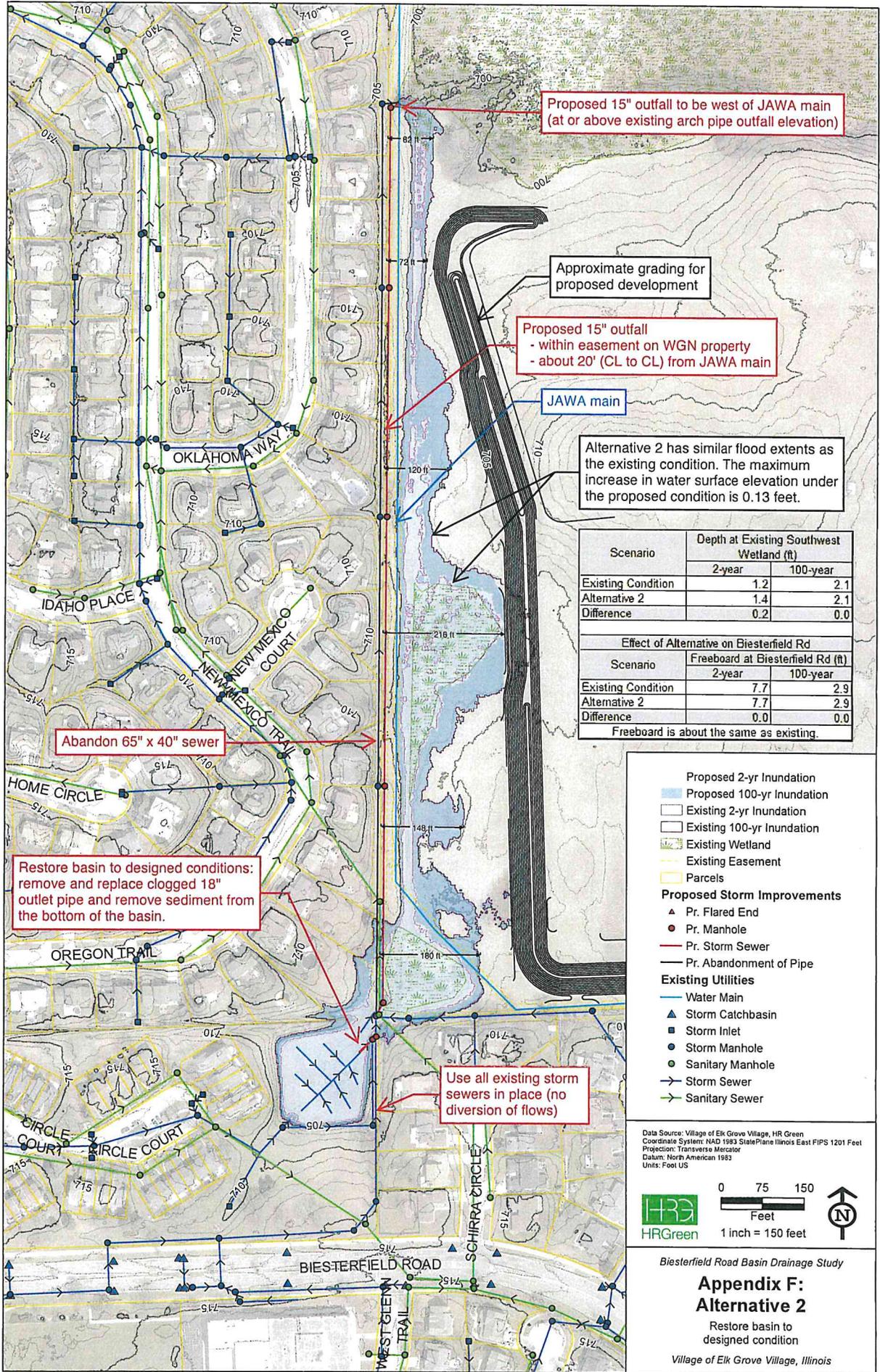
Thank you for the opportunity to provide our services to you on this project. If you have any questions or require further analysis, do not hesitate to contact us.

Sincerely,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P. E.
Project Engineer

Attachments: Preliminary Plan (HR Green, Inc.)
Boring Location Map & Boring Logs B-1 through B-3 & General Notes
IEPA form LPC-663 & First Environmental Laboratories report



Proposed 15" outfall to be west of JAWA main (at or above existing arch pipe outfall elevation)

Approximate grading for proposed development

Proposed 15" outfall - within easement on WGN property - about 20' (CL to CL) from JAWA main

JAWA main

Alternative 2 has similar flood extents as the existing condition. The maximum increase in water surface elevation under the proposed condition is 0.13 feet.

Scenario	Depth at Existing Southwest Wetland (ft)	
	2-year	100-year
Existing Condition	1.2	2.1
Alternative 2	1.4	2.1
Difference	0.2	0.0

Effect of Alternative on Biesterfield Rd

Scenario	Freeboard at Biesterfield Rd (ft)	
	2-year	100-year
Existing Condition	7.7	2.9
Alternative 2	7.7	2.9
Difference	0.0	0.0

Freeboard is about the same as existing.

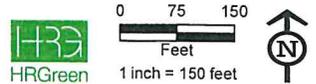
Abandon 65" x 40" sewer

Restore basin to designed conditions: remove and replace clogged 18" outlet pipe and remove sediment from the bottom of the basin.

Use all existing storm sewers in place (no diversion of flows)

- Proposed 2-yr Inundation
- Proposed 100-yr Inundation
- Existing 2-yr Inundation
- Existing 100-yr Inundation
- Existing Wetland
- Existing Easement
- Parcels
- Proposed Storm Improvements**
 - ▲ Pr. Flared End
 - Pr. Manhole
 - Pr. Storm Sewer
 - Pr. Abandonment of Pipe
- Existing Utilities**
 - Water Main
 - ▲ Storm Catchbasin
 - Storm Inlet
 - Storm Manhole
 - Sanitary Manhole
 - Storm Sewer
 - Sanitary Sewer

Data Source: Village of Elk Grove Village, HR Green
 Coordinate System: NAD 1983 StatePlane Illinois East FIPS 1201 Feet
 Projection: Transverse Mercator
 Datum: North American 1983
 Units: Feet US



Biesterfield Road Basin Drainage Study
**Appendix F:
 Alternative 2**
 Restore basin to designed condition
 Village of Elk Grove Village, Illinois

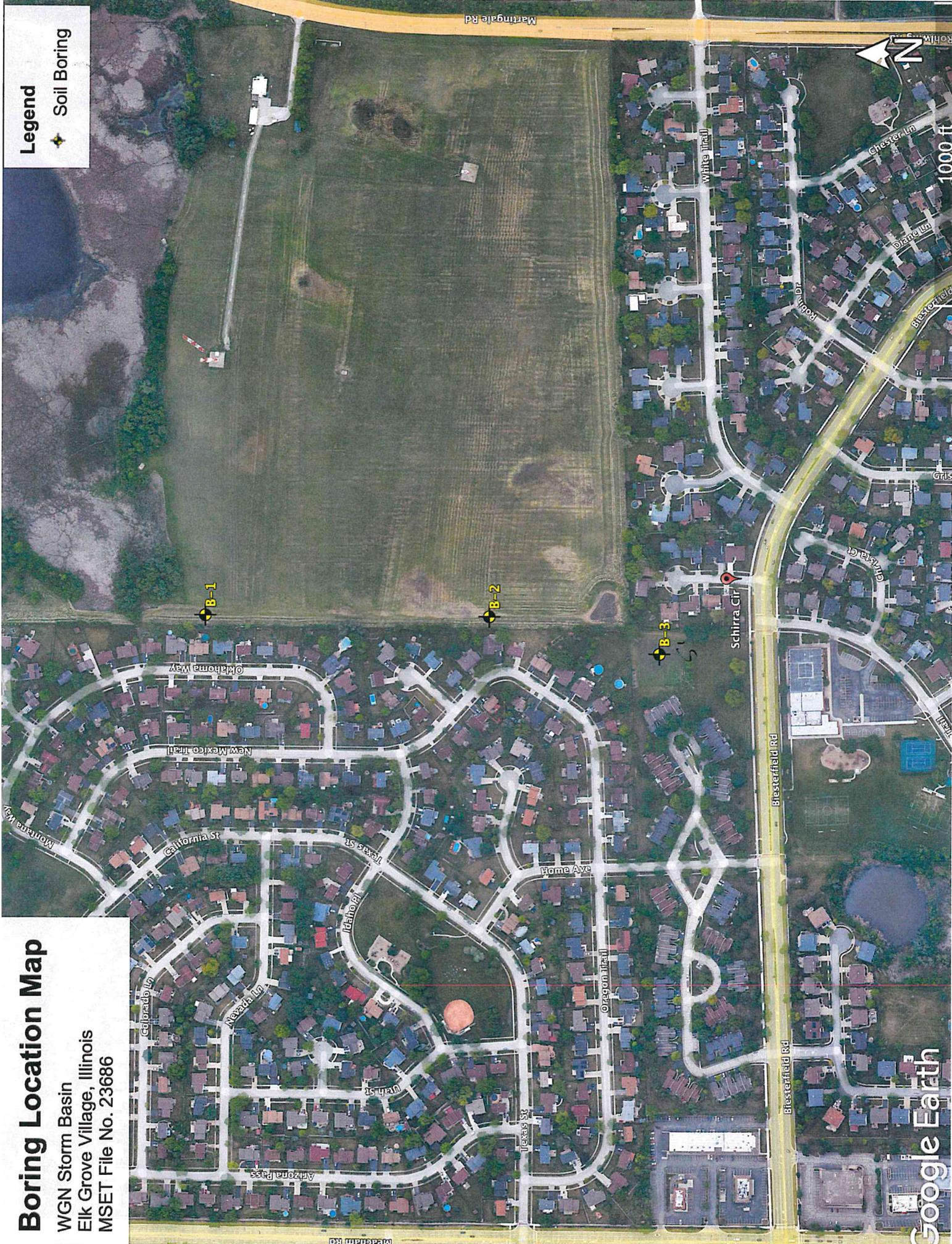
Boring Location Map

WGN Storm Basin
Elk Grove Village, Illinois
MSET File No. 23686

Legend



Soil Boring



PROJECT: WGN Storm Basin

SITE LOCATION: Elk Grove Village, IL

BORING LOCATION: 42.011909°N, -88.038350°W

CLIENT: Village of Elk Grove Village

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS
				TYPE/ INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	
0		7" Black and Brown Clay TOPSOIL	703.8							
		FILL: Brown & Grey Lean CLAY with Sand, CL, very stiff	703.2	SS	1	10	30	90	2.29	PID = 2.2 ppm
3		Possible FILL: Brown, Grey, Black Lean to Fat CLAY, CL-CH, firm	701.3	SS	2	4	40	75	0.62	PID = 1.1 ppm
6		Grey Silty CLAY with Sand, CL-ML, very loose	698.8	SS	3	3	29			PID = 2.0 ppm
9		Grey Lean CLAY with Sand, CL, very stiff	696.3	SS	4	9	12		2.0 Qp	PID = 0.3 ppm
12				SS	5	11	19	111	2.06	PID = 0.0 ppm
				SS	6	10	20	106	2.41	Cave in at 13.3'
		End of Boring at 15.0'	688.8							

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING:  11'
 IMMEDIATELY AFTER DRILLING:  9.1'
 DELAYED READING AFTER 



BORING STARTED: 11/29/23
 BORING COMPLETED: 11/29/23
 LOGGED BY: EW
 BORING METHOD: HSA

PROJECT: WGN Storm Basin

SITE LOCATION: Elk Grove Village, IL

BORING LOCATION: 42.009334°N, -88.038359°W

CLIENT: Village of Elk Grove Village

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS
				TYPE/ INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	
0		14" Black Clay TOPSOIL	705.3							
		FILL: Brown, Grey, Black Lean CLAY with Sand, CL, hard	704.1	SS	1	10	19	102	4.15	PID = 0.0 ppm
3		Buried Topsoil: Black Lean CLAY with Sand, CL, firm	702.8							
				SS	2	4	34		0.75 Qp	PID = 0.0 ppm
6		Grey Lean CLAY with Sand, trace roots shells, CL soft	700.3							
				SS	3	2	22	87	0.43	PID = 0.0 ppm
9		Grey Sandy Lean CLAY, SC, soft	697.8							
				SS	4	2	17			
12		Grey Lean CLAY with Sand, CL, stiff	692.3							
				SS	5	4	15		1.5 Qp	
				SS	6	5	14	122	1.09	
		End of Boring at 15.0'	690.3							

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING:  8.5'
 IMMEDIATELY AFTER DRILLING:  Caved in
 DELAYED READING AFTER 



BORING STARTED: 11/29/23
 BORING COMPLETED: 11/29/23
 LOGGED BY: EW
 BORING METHOD: HSA

PROJECT: WGN Storm Basin

SITE LOCATION: Elk Grove Village, IL

BORING LOCATION: 42.007783°N, -88.038808°W

CLIENT: Village of Elk Grove Village

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	
0		7" Black Clay TOPSOIL	703.1							
		Black Lean to Fat CLAY with Sand, CL-CH, stiff	702.5	SS	1	10	39	72	1.63	PID = 0.0 ppm
3		Brown & Grey to Grey & Dark Grey Lean CLAY with Sand, CL, firm	700.6							
				SS	2	4	38	77	0.85	PID = 0.0 ppm Cave in at 3.5
6		Dark Brown & Grey Organic SILT with Sand, roots, shells, OH, very loose to medium dense	698.1							
				SS	3	3	114	39	0.39	PID = 0.0 ppm
9										
				SS	4	9	60	64	0.23	
12										
				SS	5	11	81		0.3 Qp	
15		Grey Lean CLAY with Sand, CL, stiff to very stiff	688.1							
				SS	7	5	21	107	1.13	
18										
				SS	8	12	18	112	2.75	
		End of Boring at 20.0'	683.1							

WATER LEVEL OBSERVATIONS, ft.

DURING DRILLING:

IMMEDIATELY AFTER DRILLING:

DELAYED READING AFTER



MSET

BORING STARTED: 11/29/23

BORING COMPLETED: 11/29/23

LOGGED BY: EW

BORING METHOD: HSA

GENERAL NOTES

PARTICLE SIZE DESCRIPTION & TERMINOLOGY

Coarse Grained or Granular Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are non-cohesive. In addition to gradation, granular soils are defined on the basis of their relative in-place density and the fine grained soils on the basis of their strength or consistency and their plasticity.

Major Component of Sample	Size Range	Descriptive Term of Components Also Present in Sample	Approximate Quantity (Percent)
Boulders	Over 8 in. (200 mm)		
Cobbles	8 inches to 3 inches (200 mm to 75mm)	Trace	1 - 9
Gravel	3 inches to #4 sieve (75mm to 4.75mm)	Little	10 - 19
Sand	#4 to #200 sieve (4.75mm to 0.075mm)	Some	20 - 34
Silt	Passing #200 sieve (0.075mm to 0.002mm)	And	35 - 50
Clay	Smaller than 0.002mm		

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

GRANULAR SOILS

DENSITY CLASSIFICATION	APPROXIMATE RANGE OF N *
Very Loose	0 - 3
Slightly Dense	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 - 80
Extremely Dense	80 +

COHESIVE SOILS

CONSISTENCY	UNCONFINED COMPRESSIVE STRENGTH, Q_u - TSF	APPROXIMATE RANGE OF N *
Very Soft	0.25	0 - 2
Soft	0.25 - 0.49	3 - 4
Firm	0.50 - 0.99	5 - 8
Stiff	1.00 - 1.99	9 - 15
Very Stiff	2.00 - 3.99	16 - 30
Hard	4.00 - 8.00	31 - 50
Very Hard	8.00 +	Over 50

*STANDARD PENETRATION TEST (ASTM D1586) - A 2.0" outside-diameter, split barrel sampler is driven into undisturbed soil by means of a 140 pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven 3 successive 6 inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: WGN Storm Basin Office Phone Number, if available: N/A

Physical Site Location (address, including number and street):

West Side of WGN Property, N. of Biesterfield Road and E. of New Mexico Trail

City: Elk Grove Village State: IL Zip Code: _____

County: Cook Township: Elk Grove

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 42.00933 Longitude: - 88.03835

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Elk Grove Village Public Works

Street Address: 450 E. Devon Avenue

PO Box: _____

City: Elk Grove Village State: IL

Zip Code: 60007 Phone: (847) 734-8800

Contact: _____

Email, if available: Cbasham@elkgrove.org

Site Operator

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

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

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

Samples were obtained from soil borings made for the planned construction. Samples were screened and a discrete sample was selected and tested for environmental contaminants.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

See First Environmental Laboratories, Inc. reports dated December 15, 2023.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, William Wyzgala (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

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

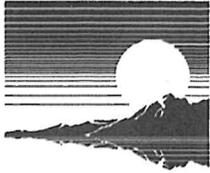
Company Name: Midland Standard Engineering & Testing, Inc.
Street Address: 410 Nolen Drive
City: South Elgin State: IL Zip Code: 60177
Phone: 847-844-1895

William Wyzgala
Printed Name:


Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Dec 15, 2023
Date:





December 15, 2023

Mr. Michael Prigge
MIDLAND STANDARD ENG. & TESTING, INC.
410 Nolen Drive
South Elgin, IL 60177

Project ID: WGN Storm Basin MSET#23686
First Environmental File ID: 23-10819
Date Received: December 06, 2023

Dear Mr. Michael Prigge:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

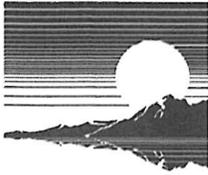
All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922023-11: effective 08/29/2023 through 02/28/2024.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Joy Geraci
Project Manager



Case Narrative

MIDLAND STANDARD ENG. & TESTING, INC.

Lab File ID: **23-10819**

Project ID: **WGN Storm Basin MSET#23686**

Date Received: **December 06, 2023**

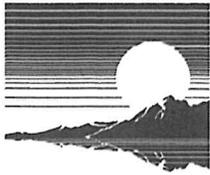
All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
23-10819-001	B-1, SS-3	12/5/2023 14:15

Sample Batch Comments:

Sample acceptance criteria were met.



Case Narrative

MIDLAND STANDARD ENG. & TESTING, INC.

Lab File ID: **23-10819**

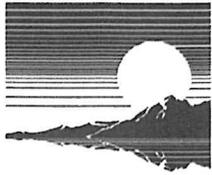
Project ID: **WGN Storm Basin MSET#23686**

Date Received: **December 06, 2023**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

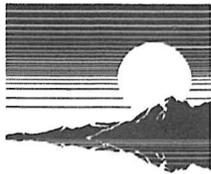
Client: MIDLAND STANDARD ENG. & TESTING, INC.
Project ID: WGN Storm Basin MSET#23686
Sample ID: B-1, SS-3
Sample No: 23-10819-001

Date Collected: 12/05/23
Time Collected: 14:15
Date Received: 12/06/23
Date Reported: 12/15/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total		Method: 2540G 2011		
Analysis Date: 12/06/23				
Total Solids	73.46		%	

Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 12/11/23				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client:	MIDLAND STANDARD ENG. & TESTING, INC.	Date Collected:	12/05/23
Project ID:	WGN Storm Basin MSET#23686	Time Collected:	14:15
Sample ID:	B-1, SS-3	Date Received:	12/06/23
Sample No:	23-10819-001	Date Reported:	12/15/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds		Method: 5035A/8260B		
Analysis Date: 12/11/23				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Semi-Volatile Compounds		Method: 8270C		Preparation Method 3540C
Analysis Date: 12/11/23				
Preparation Date: 12/07/23				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzidine	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Benzoic acid	< 330	330	ug/kg	
Benzyl alcohol	< 330	330	ug/kg	
bis(2-Chloroethoxy)methane	< 330	330	ug/kg	
bis(2-Chloroethyl)ether	< 330	330	ug/kg	
bis(2-Chloroisopropyl)ether	< 330	330	ug/kg	
bis(2-Ethylhexyl)phthalate	< 330	330	ug/kg	
4-Bromophenyl phenyl ether	< 330	330	ug/kg	
Butyl benzyl phthalate	< 330	330	ug/kg	
Carbazole	< 330	330	ug/kg	
4-Chloroaniline	< 330	330	ug/kg	
4-Chloro-3-methylphenol	< 330	330	ug/kg	
2-Chloronaphthalene	< 330	330	ug/kg	
2-Chlorophenol	< 330	330	ug/kg	
4-Chlorophenyl phenyl ether	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Dibenzofuran	< 330	330	ug/kg	
1,2-Dichlorobenzene	< 330	330	ug/kg	
1,3-Dichlorobenzene	< 330	330	ug/kg	
1,4-Dichlorobenzene	< 330	330	ug/kg	
3,3'-Dichlorobenzidine	< 660	660	ug/kg	
2,4-Dichlorophenol	< 330	330	ug/kg	



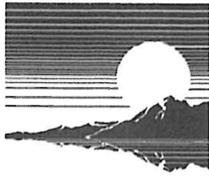
Analytical Report

Client: MIDLAND STANDARD ENG. & TESTING, INC.
Project ID: WGN Storm Basin MSET#23686
Sample ID: B-1, SS-3
Sample No: 23-10819-001

Date Collected: 12/05/23
Time Collected: 14:15
Date Received: 12/06/23
Date Reported: 12/15/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds				
Analysis Date: 12/11/23				
Method: 8270C				
Preparation Method 3540C				
Preparation Date: 12/07/23				
Diethyl phthalate	< 330	330	ug/kg	
2,4-Dimethylphenol	< 330	330	ug/kg	
Dimethyl phthalate	< 330	330	ug/kg	
Di-n-butyl phthalate	< 330	330	ug/kg	
4,6-Dinitro-2-methylphenol	< 1,600	1600	ug/kg	
2,4-Dinitrophenol	< 1,600	1600	ug/kg	
2,4-Dinitrotoluene	< 250	250	ug/kg	
2,6-Dinitrotoluene	< 260	260	ug/kg	
Di-n-octylphthalate	< 330	330	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Hexachlorobenzene	< 330	330	ug/kg	
Hexachlorobutadiene	< 330	330	ug/kg	
Hexachlorocyclopentadiene	< 330	330	ug/kg	
Hexachloroethane	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Isophorone	< 330	330	ug/kg	
2-Methylnaphthalene	< 330	330	ug/kg	
2-Methylphenol	< 330	330	ug/kg	
3 & 4-Methylphenol	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
2-Nitroaniline	< 1,600	1600	ug/kg	
3-Nitroaniline	< 1,600	1600	ug/kg	
4-Nitroaniline	< 1,600	1600	ug/kg	
Nitrobenzene	< 260	260	ug/kg	
2-Nitrophenol	< 1,600	1600	ug/kg	
4-Nitrophenol	< 1,600	1600	ug/kg	
n-Nitrosodi-n-propylamine	< 90	90	ug/kg	
n-Nitrosodimethylamine	< 330	330	ug/kg	
n-Nitrosodiphenylamine	< 330	330	ug/kg	
Pentachlorophenol	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Phenol	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Pyridine	< 330	330	ug/kg	
1,2,4-Trichlorobenzene	< 330	330	ug/kg	
2,4,5-Trichlorophenol	< 330	330	ug/kg	



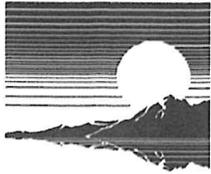
Analytical Report

Client: MIDLAND STANDARD ENG. & TESTING, INC.
Project ID: WGN Storm Basin MSET#23686
Sample ID: B-1, SS-3
Sample No: 23-10819-001

Date Collected: 12/05/23
Time Collected: 14:15
Date Received: 12/06/23
Date Reported: 12/15/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Semi-Volatile Compounds				
Method: 8270C		Preparation Method 3540C		
Analysis Date: 12/11/23		Preparation Date: 12/07/23		
2,4,6-Trichlorophenol	< 330	330	ug/kg	
Pesticides/PCBs				
Method: 8081A/8082		Preparation Method 3540C		
Analysis Date: 12/09/23		Preparation Date: 12/07/23		
Aldrin	< 8.0	8.0	ug/kg	
Aroclor 1016	< 80.0	80.0	ug/kg	
Aroclor 1221	< 80.0	80.0	ug/kg	
Aroclor 1232	< 80.0	80.0	ug/kg	
Aroclor 1242	< 80.0	80.0	ug/kg	
Aroclor 1248	< 80.0	80.0	ug/kg	
Aroclor 1254	< 160	160	ug/kg	
Aroclor 1260	< 160	160	ug/kg	
alpha-BHC	< 2.0	2.0	ug/kg	
beta-BHC	< 8.0	8.0	ug/kg	
delta-BHC	< 8.0	8.0	ug/kg	
gamma-BHC (Lindane)	< 8.0	8.0	ug/kg	
alpha-Chlordane	< 80.0	80.0	ug/kg	
gamma-Chlordane	< 80.0	80.0	ug/kg	
4,4'-DDD	< 16.0	16.0	ug/kg	
4,4'-DDE	< 16.0	16.0	ug/kg	
4,4'-DDT	< 16.0	16.0	ug/kg	
Dieldrin	< 16.0	16.0	ug/kg	
Endosulfan I	< 8.0	8.0	ug/kg	
Endosulfan II	< 16.0	16.0	ug/kg	
Endosulfan sulfate	< 16.0	16.0	ug/kg	
Endrin	< 16.0	16.0	ug/kg	
Endrin aldehyde	< 16.0	16.0	ug/kg	
Endrin ketone	< 16.0	16.0	ug/kg	
Heptachlor	< 8.0	8.0	ug/kg	
Heptachlor epoxide	< 8.0	8.0	ug/kg	
Methoxychlor	< 80.0	80.0	ug/kg	
Toxaphene	< 160	160	ug/kg	
Total Metals				
Method: 6010C		Preparation Method 3050B		
Analysis Date: 12/07/23		Preparation Date: 12/07/23		
Arsenic	1.1	1.0	mg/kg	
Barium	14.4	0.5	mg/kg	
Cadmium	< 0.5	0.5	mg/kg	



Analytical Report

Client: MIDLAND STANDARD ENG. & TESTING, INC.
Project ID: WGN Storm Basin MSET#23686
Sample ID: B-1, SS-3
Sample No: 23-10819-001

Date Collected: 12/05/23
Time Collected: 14:15
Date Received: 12/06/23
Date Reported: 12/15/23

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Total Metals		Method: 6010C		
Analysis Date: 12/07/23		Preparation Method 3050B		
		Preparation Date: 12/07/23		
Chromium	8.1	0.5	mg/kg	
Lead	9.4	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury		Method: 7471B		
Analysis Date: 12/07/23				
Mercury	< 0.05	0.05	mg/kg	
pH @ 25°C, 1:2		Method: 9045D		
Analysis Date: 12/07/23 9:30				
pH @ 25°C, 1:2	7.98		Units	

**STORMWATER POLLUTION
PREVENTION PLAN**

for

CONSTRUCTION ACTIVITIES

at

**Biesterfield Road Basin Outfall Improvements
Village of Elk Grove Village, Cook County, Illinois**

Prepared for

The Village of Elk Grove Village

**450 E. Devon Avenue,
Elk Grove Village, IL 60060
847-357-4000**

Prepared by



**1391 Corporate Drive, Suite 203
McHenry, IL 60050
815-385-1778**

March 2024

A handwritten signature in black ink, appearing to read 'Dale Marting', written over a horizontal line.

Dale Marting, P.E., CFM
In the State of Illinois
Registered Professional Engineer
HR Green, Inc.

3/25/2024

Date

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- **Modification Report**
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**STORMWATER POLLUTION PREVENTION PLAN
OPERATOR'S CERTIFICATION**

Construction Site

STORMWATER POLLUTION PREVENTION PLAN DATED March 2024

Biesterfield Road Basin Outfall Improvements, Village of Elk Grove Village, Cook County

OPERATOR'S CERTIFICATION:

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

Signed: _____

Printed Name: Mr. Ken Jay, P.E., CFM

Position: Deputy Director of Public Works, Engineering and Administration

Date: _____

**STORMWATER POLLUTION PREVENTION PLAN
CONTRACTOR'S CERTIFICATION**

Construction Site

**CONSTRUCTION POLLUTION PREVENTION PROGRAM
DATED March 2024**

Biesterfield Road Basin Outfall Improvements, Village of Elk Grove Village, Cook County

CONTRACTOR'S CERTIFICATION:

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with industrial activity from the construction site identified as part of this certification. Further, by my signature, I understand that I am fully responsible, along with all other contractors and subcontractors signing such certifications who are performing work activities under this contract, to comply with all provisions and requirements of the general NPDES stormwater permit and Stormwater Pollution Prevention Plan for the stormwater discharges associated with industrial activity from the identified site. I understand that I, and my company, are legally required under the Clean Water Act, to ensure compliance with the terms and conditions of NPDES stormwater permit and Stormwater Pollution Prevention Plan (SWPPP) developed under the NPDES stormwater permit and the terms of the NPDES stormwater permit."

Name: _____
(Print)

Signature: _____

Title: _____

Company Name: _____

(insert completed NOI when available)

(insert completed NOI when available)

NPOES Permit No. ILR10

General NPDES Permit No. ILR10

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

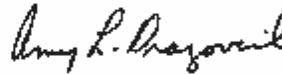
**General NPDES Permit
 For
 Storm Water Discharges From Construction Site Activities**

Expiration Date: July 31, 2023

Issue Date: August 3, 2018

Effective Date: August 3, 2018

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



Amy L. Dragowich, P.E.
 Manager, Permit Section
 Division of Water Pollution Control

Part I. COVERAGE UNDER THIS PERMIT

A. Permit Area. The permit covers all areas of the State of Illinois with discharges to any Waters of the United States.

B. Eligibility.

1. This permit shall authorize all discharges of storm water associated with industrial activity from a construction site that will result in the disturbance of one or more acres total land area or a construction site less than one acre of total land that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb one or more acres total land area. The permit may authorize discharges from other construction site activities that have been designated by the Agency as having the potential to adversely affect the water quality of waters of the state. This permit also authorizes discharges from construction sites previously approved by the Agency under the previous version of ILR10 that are still occurring after the effective date of this permit, except for discharges identified under Part I.B.3 (Limitations on Coverage). Where discharges from construction sites were initially covered under the previous version of the ILR10, the Storm Water Pollution Prevention Plan must be updated/revised as necessary to ensure compliance with the provisions of this released ILR10 permit.
2. This permit may only authorize a storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:
 - a. the industrial source other than construction is located on the same site as the construction activity;
 - b. storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
 - c. storm water discharges associated with industrial activity from the areas of the site where industrial activities other than construction are occurring (including storm water discharges from dedicated asphalt plants and dedicated concrete plants) are covered by a different NPDES general permit or an individual permit authorizing such discharges.
3. **Limitations on Coverage.** The following storm water discharges from construction sites are not authorized by this permit:
 - a. storm water discharges associated with industrial activities that originate from the site after construction activities have been completed and the site has undergone final stabilization;
 - b. discharges that are mixed with sources of non-storm water other than discharges identified in Part III.A (Prohibition on Non-Storm Water Discharges) of this permit and in compliance with paragraph IV.D.5 (Non-Storm Water Discharges) of this permit;

- c. storm water discharges associated with industrial activity that are subject to an existing NPDES individual or general permit or which are issued a permit in accordance with Part VI.N (Requiring an Individual Permit or an Alternative General Permit) of this permit. Such discharges may be authorized under this permit after an existing permit expires provided the existing permit did not establish numeric limitations for such discharges;
 - d. storm water discharges from construction sites that the Agency has determined to be or may reasonably be expected to be contributing to a violation of a water quality standard;
 - e. storm water discharges that the Agency, at its discretion, determines are not appropriately authorized or controlled by this general permit; and
 - f. storm water discharges to any receiving water specified under 35 Ill. Adm. Code 302.105(d)(6).
- C. **Authorization.**
1. In order for storm water discharges from construction sites to be authorized to discharge under this general permit a discharger must submit a Notice of Intent (NOI) in accordance with the requirements of Part II below, using an NOI form provided by the Agency.
 2. Where a new contractor is selected after the submittal of an NOI under Part II below, or where site ownership is transferred, a new Notice of Intent (NOI) must be submitted by the owner in accordance with Part II.
 3. Unless notified by the Agency to the contrary, dischargers who submit an NOI and a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of this permit are authorized to discharge storm water from construction sites under the terms and conditions of this permit in 30 days after the date the NOI and SWPPP are received by the Agency.
 4. The Agency may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

Part II. NOTICE OF INTENT REQUIREMENTS

A. Deadlines for Notification.

1. To receive authorization under this general permit, a discharger must submit a completed Notice of Intent (NOI) in accordance with Part VI.G (Signatory Requirements) and the requirements of this Part in sufficient time to allow a 30 day review period after the receipt of the NOI by the Agency and prior to the start of construction. The completed NOI may be submitted electronically to the following email address: spc.comb1110swppp@illinois.gov
 2. Discharges that were covered by the previous version of ILR10 are automatically covered by this permit. Where discharges associated with construction activities were initially covered under the previous version of ILR10 and are continuing, the Storm Water Pollution Prevention Plan must be updated/revised within 12 months of the effective date of this reissued permit, as necessary to ensure compliance with the provisions of the reissued ILR10. Updating of the SWPPP is not required if construction activities are completed and a Notice of Termination is submitted within 12 months of the effective date of this permit.
 3. A discharger may submit an NOI in accordance with the requirements of this Part after the start of construction. In such instances, the Agency may bring an enforcement action for any discharges of storm water associated with industrial activity from a construction site that have occurred on or after the start of construction.
- B. **Failure to Notify.** Dischargers who fail to notify the Agency of their intent to be covered, and discharge storm water associated with construction site activity to Waters of the United States without an NPDES permit are in violation of the Environmental Protection Act and Clean Water Act.
- C. **Contents of Notice of Intent.** The Notice of Intent shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit by all of the entities identified in paragraph 2 below and shall include the following information:

1. The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 16 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;
2. The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
3. The name, address and telephone number of the general contractor(s) that have been identified at the time of the NOI submittal;
4. The name of the receiving water(s), or if the discharge is through a municipal separate storm sewer, the name of the municipal operator of the storm sewer and the ultimate receiving water(s);
5. The number of any NPDES permits for any discharge (including non-storm water discharges) from the site that is currently authorized by an NPDES permit;
6. A description of the project, detailing the complete scope of the project, estimated timetable for major activities and an estimate of the number of acres of the site on which soil will be disturbed;
7. For projects that have complied with State law on historic preservation and endangered species prior to submittal of the NOI, through coordination with the Illinois Historic Preservation Agency and the Illinois Department of Natural Resources or through fulfillment of the terms of interagency agreements with those agencies, the NOI shall indicate that such compliance has occurred;
8. An electronic copy of the storm water pollution prevention plan that has been prepared for the site in accordance with Part IV of this permit. The electronic copy shall be submitted to the Agency at the following email address: spc.comb1110swppp@illinois.gov

NPDES Permit No. ILR10

9. A new notice of intent shall be submitted for any substantial modifications to the project such as: address changes, new contractors, area coverage, additional discharges to Waters of the United States, or other substantial modifications.

D. Where to Submit.

Construction activities which discharge storm water that requires a NPDES permit must use an NOI form provided by the Agency. The applicable fee shall also be submitted. NOIs must be signed in accordance with Part VI.G (Signatory Requirements) of this permit. The NOI form may be submitted to the Agency in any of the following methods:

1. File electronically with digital signatures at the following website address:
<http://data.services.epa.il.gov/SWConstructionPermit/bow/Login.aspx>

Registration specific to the permittee is required in order to file electronically.

Submit the appropriate fee with the permit ID number assigned during completion of the NOI to the following address.

Illinois Environmental Protection Agency
Division of Water Pollution Control, Mail Code #15
Attention: Permit Section
1021 North Grand Avenue East
Post Office Box 18276
Springfield, Illinois 62794-9276

2. Submit complete signed NOI and SWPPP to the following email address: epa.construction@il.gov. Submit a copy of the signed NOI and appropriate fee by registered or certified mail, return receipt requested, to the Agency at the address above. NOIs and fees that are hand delivered shall be delivered to and received by an authorized person employed in the Permit Section of the Agency's Division of Water Pollution Control.

E. **Additional Notification.** Construction activities that are operating under approved local sediment and erosion plans, land disturbance permits, grading plans, or storm water management plans, in addition to filing copies of the Notice of Intent in accordance with Part D above, shall also submit signed copies of the Notice of Intent to the local agency approving such plans in accordance with the deadlines in Part A above. See Part IV.D.2.d (Approved State or Local Plans). A copy of the NOI shall be sent to the entity holding an active General NPDES Permit No. ILR40 if the permittee is located in an area covered by an active ILR40 permit.

F. **Notice of Termination.** Where a site has completed final stabilization and all storm water discharges from construction activities that are authorized by this permit are eliminated, the permittee must submit a completed Notice of Termination (NOT) that is signed in accordance with Part VI.G (Signatory Requirements) of this permit.

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

- a. The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 15 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;
- b. The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
- c. The name, address and telephone number of the general contractor(s);
- d. The date(s) when construction was completed and the site was stabilized, when all construction materials, waste and waste handling devices have been removed from site and properly disposed, and when all construction equipment have been removed from site, unless intended for long-term use following termination of permit coverage. Any items to remain at the site shall be clearly described in the NOT including the long-term purpose and a brief description indicating how the items will be maintained to protect water quality; and
- e. The following certification signed in accordance with Part VI.G (Signatory Requirements) of this permit:

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

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

2. All Notices of Termination are to be sent to the Agency to the mailing address in Part II.D. 1, using the form provided by the Agency, or electronically if the permittee submitted a Notice of Intent by electronic means.

Part III. SPECIAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS**A. Prohibition on Non-Storm Water Discharges.**

1. Except as provided in Part I paragraph B 2 and paragraphs 2, 3 or 4 below, all discharges covered by this permit shall be comprised entirely of storm water.
2.
 - a. Except as provided in paragraph b below, discharges of materials other than storm water must be in compliance with a NPDES permit (other than this permit) issued for the discharge.
 - b. The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharges is in compliance with Part IV.D.6 (Non-Storm Water Discharges): discharges from fire fighting activities; fire hydrant flushings; waters used to wash vehicles where detergents are not used; waters used to control dust; potable water sources including uncontaminated waterline flushings; landscape irrigation drainages; routine external building washdown which does not use detergents; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; uncontaminated air conditioning condensate; uncontaminated spring water; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.
3. The following non-storm water discharges are prohibited by this permit: concrete and wastewater from washout of concrete (unless managed by an appropriate control); wastewater from washout and cleanup of stucco, paint, form release oils, curing compounds and other construction materials, fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance, soaps, solvents, or detergents, toxic or hazardous substances from a spill or other releases, or any other pollutant that could cause or tend to cause water pollution.
4. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are allowable if managed by appropriate controls.
 - a. Dewatering discharge shall be treated or controlled to minimize discharges of pollutants;
 - b. The discharge shall not include visible floating solids or foam;
 - c. An oil-water separator or suitable filtration device shall be used to treat oil, grease, or other similar products if dewatering water is found to contain these materials;
 - d. To the extent feasible, use vegetated, upland areas of the site to infiltrate dewatering water before discharge;
 - e. Backwash water (water used to backwash/clean any filters used as part of stormwater treatment) must be properly treated or hauled off-site for disposal; and
 - f. Dewatering treatment devices shall be properly maintained.

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

Discharges to waters for which there is a TMDL allocation for sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) are not eligible for coverage under this permit unless the owner/operator develops and certifies a SWPPP that is consistent with wastewater allocations in the approved TMDL. To be eligible for coverage under this general permit, operators must incorporate into their SWPPP any conditions and/or Best Management Practices applicable to their discharges necessary for consistency with the TMDL within any timeframes established in the TMDL. If a specific numeric waste load allocation has been established that would apply to the project's discharges, the operator must incorporate that allocation into its SWPPP and implement necessary steps to meet that allocation.

Please refer to the Agency website at: <http://www.epa.illinois.gov/topics/water-quality/watershed-management/tmdls/reports/index>

- C. In the absence of information demonstrating otherwise, it is expected that compliance with the conditions in this permit will result in stormwater discharges being controlled as necessary to meet applicable water quality standards. If at any time you become aware, that discharges are not being controlled as necessary to meet applicable water quality standards, you must take corrective action as required in Part IV.D.5 of this Permit. Discharges covered by this permit, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard.

Part IV. STORM WATER POLLUTION PREVENTION PLANS

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

A. Deadlines for Plan Preparation and Compliance.

The plan shall:

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

B. Signature, Plan Review and Notification.

NPDES Permit No. ILR10

1. The plan shall be signed in accordance with Part VI.G (Signatory Requirements), and be retained at the construction site which generates the storm water discharge in accordance with Part VI.E (Duty to Provide Information) of this permit. If an on-site location is unavailable to keep the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance of the construction site.
 2. Prior to commencement of construction, the permittee shall provide the plan to the Agency.
 3. The permittee shall make plans available upon request from this Agency or a local agency approving sediment and erosion plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system. A list of permitted municipal separate storm sewer systems is available at: <http://www.epa.state.il.us/water/pdm/ils/101011/water/musd-states-npdes.pdf>
 4. The Agency may notify the permittee at any time that the plan does not meet one or more of the minimum requirements of this Part. Such notification shall identify those provisions of the permit which are not being met by the plan, and identify which provisions of the plan require modifications in order to meet the minimum requirements of this part. Within 7 days from receipt of notification from the Agency, the permittee shall make the required changes to the plan and shall submit to the Agency a written certification that the requested changes have been made. Failure to comply shall terminate authorization under this permit.
 5. A copy of the letter of notification of coverage along with the General NPDES Permit for Storm Water Discharges from Construction Site Activities or other indication that storm water discharges from the site are covered under an NPDES permit shall be posted at the site in a prominent place for public viewing (such as alongside a building permit).
 6. All storm water pollution prevention plans and all completed inspection forms/reports required under this permit are considered reports that shall be available to the public at any reasonable time upon request. However, the permittee may claim any portion of a storm water pollution prevention plan as confidential in accordance with 40 CFR Part 2.
- C. **Keeping Plans Current.** The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the United States and which has not otherwise been addressed in the plan or if the storm water pollution prevention plan proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified under paragraph D.2 below, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the storm water pollution prevention plan. Amendments to the plan may be reviewed by the Agency in the same manner as Part IV.B above. The SWPPP and site map must be modified within 7 days for any changes to construction plans, stormwater controls or other activities at the site that are no longer accurately reflected in the SWPPP. Any revisions of the documents for the storm water pollution prevention plan shall be kept on site at all times.
- D. **Contents of Plan.** The storm water pollution prevention plan shall include the following items:
1. **Site Description.** Each plan shall provide a description of the following:
 - a. A description of the nature of the construction activity or demolition work;
 - b. A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils, on-site or off-site storage of materials);
 - c. An estimate of the total area of the site and the total area of the site that is expected to be disturbed by clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils and storage of materials, or other activities;
 - d. An estimate of the runoff coefficient of the site after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;
 - e. A site map indicating drainage patterns and approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent off-site sediment tracking, areas of soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, locations of on-site or off-site soil stockpiling or material storage, surface waters (including wetlands), and locations where storm water is discharged to a surface water; and
 - f. The name of the receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site.
 2. **Controls.** Each plan shall include a description of appropriate controls that will be implemented at the construction site and any off-site stockpile or storage area unless already authorized by a separate NPDES permit. The plan shall include details or drawings that show proper installation of controls and BMPs. The Illinois Urban Manual <http://www.aswcd.org/illinois-urban-manual/> or other similar documents shall be used for developing the appropriate management practices, controls or revisions of the plan. The plan will clearly describe for each major activity identified in paragraph D.1 above, appropriate controls and the timing during the construction process that the controls will be implemented. For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls will be actively maintained and/or repaired until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls will be removed after final stabilization. The description of controls shall address as appropriate the following minimum components:
 - i. Erosion and Sediment Controls. The permittee shall design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
 - (i) Control storm water volume and velocity within the site to minimize soil erosion;
 - (ii) Control storm water discharges, including both peak flow rates and total storm water volumes, to minimize erosion at outlets and to minimize downstream channel and streambank erosion;
 - (iii) Minimize the amount of soil exposed during construction activity through the use of project phasing or other appropriate techniques;
 - (iv) Minimize the disturbance of steep slopes;
 - (v) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address

- factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting storm water runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site:
- (vi) Provide and maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible; and
 - (vii) Minimize soil compaction and, unless infeasible, preserve topsoil
 - (viii) Minimize sediment track-out. Where sediment has been tracked-out from your site onto paved roads, sidewalks, or other paved areas outside of your site, remove the deposited sediment by the end of the same business day in which the track-out occurs or by the end of the next business day if track-out occurs on a non-business day. Remove the track-out by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. You are prohibited from hosing or sweeping tracked-out sediment into any stormwater conveyance, storm drain inlet, or water of the U.S.
 - (ix) Minimize dust. On areas of exposed soils, minimize the generation of dust through the appropriate application of water or other dust suppression techniques.
- b. **Stabilization Practices.** The storm water pollution prevention plan shall include a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where practicable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, soil stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, staged or staggered development, and other appropriate measures. A record of the dates when final grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated, shall be included in the plan. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas must be initiated within 1 working day of permanent or temporary cessation of earth disturbing activities and shall be completed as soon as possible but not later than 14 days from the initiation of stabilization work in an area. Exceptions to these time frames are specified as provided in paragraphs (i) and (ii) below:
- (i) Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - (ii) On areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method can be used. Temporary stabilization techniques and materials shall be described in the SWPPP.
 - (iii) Stabilization is not required for exit points at linear utility construction sites that are used only episodically and for very short durations over the life of the project, provided other exit point controls are implemented to minimize sediment track-out.
- c. **Structural Practices.** A description of structural practices utilized to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage basins, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Structural practices should be placed on upland soils to the degree practicable. The installation of these devices may be subject to Section 404 of the CWA.
- (i) The following design requirements apply to sediment basins if such structural practices will be installed to reduce sediment concentrations in storm water discharges:
 - a. When discharging from the sediment basin, utilize outlet structures that withdraw water from the surface in order to minimize the discharge.
 - b. Prevent erosion of the sediment basin using stabilization controls (e.g., erosion control blankets), at the inlet and outlet using erosion controls and velocity dissipation devices.
 - c. Sediment basins shall be designed to facilitate maintenance, including sediment removal from the basins, as necessary.
 - (ii) The following requirements apply to protecting storm drain inlets:
 - a. Install inlet protection measures that remove sediment from discharges prior to entry into any storm drain inlet that carries stormwater flow from your site to a water of the U.S., provided you have authority to access the storm drain inlet; and
 - b. Clean, or remove and replace, the protection measure as sediment accumulates, the filter becomes clogged, and/or performance is compromised. Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same business day in which it is found or by the end of the following business day if removal by the same business day is not feasible.
- d. **Use of Treatment Chemicals.** Identify the use of all polymer flocculants or treatment chemicals at the site. Dosage of treatment chemicals shall be identified along with any information from any Material Safety Data Sheet. Describe the location of all storage areas for chemicals. Include any information from the manufacturer's specifications. Treatment chemicals must be stored in areas where they will not be exposed to precipitation. The SWPPP must describe procedures for use of treatment chemicals and staff responsible for use/application of treatment chemicals must be trained on the established procedures.
- e. **Best Management Practices for Impaired Waters.** For any site which discharges directly to an impaired water identified on the Agency's website for 303(d) listing for suspended solids, turbidity, or siltation the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event. If required by federal regulations or the Illinois Urban Manual, the storm water pollution prevention plan shall adhere to a more restrictive design criteria. Please refer to the Agency's website at: http://www.epa.illinois.gov/topics/water-quality/watershed-mgmt/requirements/303d_listing.cfm
- f. **Pollution Prevention.** The permittee shall design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented and maintained to:
- (i) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
 - (ii) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to storm water. Minimization to exposure is not required for any products or materials where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or when exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use);
 - (iii) Minimize the exposure of fuel, oil, hydraulic fluid and other petroleum products by storing in covered areas or containment areas; and

- (iv) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- g. **Other Controls.**
- (i) Waste Disposal. No solid materials, including building materials, shall be discharged to Waters of the United States, except as authorized by a Section 404 permit.
 - (ii) The plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
 - (iii) For construction sites that receive concrete or asphalt from off-site locations, the plan must identify and include appropriate controls and measures to reduce or eliminate discharges from these activities.
 - (iv) The plan shall include spill response procedures and provisions for reporting if there are releases in excess of reportable quantities.
 - (v) The plan shall ensure that regulated hazardous or toxic waste must be stored and disposed in accordance with any applicable State and Federal regulations.
- h. **Best Management Practices for Post-Construction Storm Water Management.** Describe the measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are responsible for only the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with industrial activity have been eliminated from the site.
- (i) While not mandatory, it is advisable that the permittee consider including in its storm water pollution prevention plan and design and construction plans methods of post-construction storm water management to retain the greatest amount of post-development storm water run-off practicable, given the site and project constraints. Such practices may include but are not limited to: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff curbs; and sequential systems (which combine several practices). Technical information on many post-construction storm water management practices is included in the Illinois Urban Manual (2017).

The storm water pollution prevention plan shall include an explanation of the technical basis used to select the practices to control pollution where post-construction flows will exceed predevelopment levels.
 - (ii) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).
 - (iii) Unless otherwise specified in the Illinois Urban Manual (2017), the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event.
- i. **Approved State or Local Plans.**
- (i) The management practices, controls and other provisions contained in the storm water pollution prevention plan must be at least as protective as the requirements contained in the Illinois Urban Manual, (2017). Construction activities which discharge storm water must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion control plans or storm water management plans approved by local officials. Requirements specified in sediment and erosion control plans or site permits or storm water management plans approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under this permit, incorporated by reference and are enforceable under this permit. The plans shall include all requirements of this permit and include more stringent standards required by any local approval. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.
 - (ii) Dischargers seeking alternative permit requirements are not authorized by this permit and shall submit an individual permit application in accordance with 40 CFR 122.28 at the address indicated in Part II.D (Where to Submit) of this permit, along with a description of why requirements in approved local plans or permits should not be applicable as a condition of an NPDES permit.
- j. **Natural Buffers.** For any stormwater discharges from construction activities within 50 feet of a Waters of the United States, except for activities for water-dependent structures authorized by a Section 404 permit, the permittee shall:
- (i) Provide a 50-foot undisturbed natural buffer between the construction activity and the Waters of the United States; or
 - (ii) Provide additional erosion and sediment controls within that area.
3. **Maintenance.**
- a. The plan shall include a description of procedures to maintain in good and effective operating conditions, all erosion and sediment control measures and other Best Management Practices, including vegetation and other protective measures identified in the Storm Water Pollution Prevention Plan.
 - b. Where a basin has been installed to control sediment during construction activities, the Permittees shall keep the basin(s) in effective operating condition and remove accumulated sediment as necessary. Sediment shall be removed in accordance with the Illinois Urban Manual (2017) or more frequently. Maintenance of any sediment basin shall include a post construction clean out of accumulated sediment if the basin is to remain in place.
 - c. Other erosion and sediment control structures shall be maintained and cleaned as necessary to keep structure(s) in effective operating condition, including removal of excess sediment as necessary.

4. **Inspections.** Qualified personnel (provided by the permittee) shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm or by the end of the following business or work day that is 0.50 inches or greater. Qualified personnel means a person knowledgeable in the principles and practices of erosion and sediment controls measures, such as a licensed Professional Engineer (P.E.), a Certified Professional in Erosion and Sediment Control (CPESC), a Certified Erosion Sediment and Storm Water Inspector (CESSWI), a Certified Stormwater Inspector (CSI) or other knowledgeable person who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activities. Areas inaccessible during inspections due to flooding or other unsafe conditions shall be inspected within 72 hours of becoming accessible.
- a. Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions (when ground and/or air temperatures are at or below 32 degrees Fahrenheit). Weekly inspections will recommence when construction activities are conducted, or if there is a 0.50 inches or greater rain event, or a discharge due to snowmelt occurs.
- b. Disturbed areas, areas used for storage of materials that are exposed to precipitation and all areas where stormwater typically flows within the site shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. All locations where stabilization measures have been implemented shall be observed to ensure that they are still stabilized. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.
- c. Based on the results of the inspection, the description of potential pollutant sources identified in the storm water pollution prevention plan in accordance with Part IV.D.1 (Site Description) of this permit and the pollution prevention control measures identified in the plan in accordance with Part IV.D.2 (Controls) of this permit shall be revised as appropriate as soon as practicable after such inspection to minimize the potential for such discharges. Such modifications shall provide for timely implementation of any changes to the plan and pollution prevention control measures within 7 calendar days following the inspection.
- d. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention plan, and actions taken in accordance with paragraph b above shall be made and retained as part of the storm water pollution prevention plan for at least three years from the date that the permit coverage expires or is terminated. All inspection reports shall be retained at the construction site. The report shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit. Any flooding or other unsafe conditions that delay inspections shall be documented in the inspection report.
- e. The permittee shall notify the appropriate Agency Field Operations Section office by email at: spc_savoncom@illinois.gov, telephone or fax (see Attachment A) within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. The permittee shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the Agency and include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. Corrective actions must be undertaken immediately to address the identified non-compliance issue(s).
- f. All reports of noncompliance shall be signed by a responsible authority as defined in Part VI.G (Signatory Requirements).
- g. After the initial contact has been made with the appropriate Agency Field Operations Section Office, all reports of noncompliance shall be mailed to the Agency at the following address:
- Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
5. **Corrective Actions.** You must take corrective action to address any of the following conditions identified at your site:
- A stormwater control needs repair or replacement; or
 - A stormwater control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly; or
 - Your discharges are causing an exceedance of applicable water quality standards; or
 - A prohibited discharge has occurred.
- Corrective Actions shall be completed as soon as possible and documented within 7 days in an Inspection Report or report of noncompliance. If it is infeasible to complete the installation or repair within seven (7)-calendar days, you must document in your records why it is infeasible to complete the installation or repair within the 7-day timeframe and document your schedule for installing the stormwater control(s) and making it operational as soon as feasible after the 7-day timeframe.
6. **Non-Storm Water Discharges.** Except for flows from fire fighting activities, sources of non-storm water listed in Part III.A.2 of this permit that are combined with storm water discharges associated with industrial activity must be identified in the plan. The plan shall identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.
- E. **Additional requirements for storm water discharges from industrial activities other than construction, including dedicated asphalt plants, and dedicated concrete plants.** This permit may only authorize any storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:

1. The industrial source other than construction is located on the same site as the construction activity;
2. Storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
3. Storm water discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring (including storm water discharges from dedicated asphalt plants (other than asphalt emulsion facilities) and dedicated concrete plants) are in compliance with the terms, including applicable NOI or application requirements, of a different NPDES general permit or individual permit authorizing such discharges.

F. Contractors.

1. The storm water pollution prevention plan must clearly identify for each measure identified in the plan, the contractor(s) or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in paragraph 2 below in accordance with Part VI.G (Signatory Requirements) of this permit. All certifications must be included in the storm water pollution prevention plan except for owners that are acting as contractors.
2. **Certification Statement.** All contractors and subcontractors identified in a storm water pollution prevention plan in accordance with paragraph 1 above shall sign a copy of the following certification statement before conducting any professional service at the site identified in the storm water pollution prevention plan:

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

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

Part V. RETENTION OF RECORDS

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

Part VI. STANDARD PERMIT CONDITIONS

- A. **Duty to Comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Illinois Environmental Protection Act and the CWA and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. Failure to obtain coverage under this permit or an individual permit for storm water releases associated with construction activities is a violation of the Illinois Environmental Protection Act and the CWA.
- B. **Continuation of the Expired General Permit.** This permit expires five years from the date of issuance. An expired general permit continues in force and effect until a new general permit or an individual permit is issued. Only those construction activities authorized to discharge under the expiring general permit are covered by the continued permit.
- C. **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- D. **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- E. **Duty to Provide Information.** The permittee shall furnish within a reasonable time to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, any information which is requested to determine compliance with this permit. Upon request, the permittee shall also furnish to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, copies of all records required to be kept by this permit.
- F. **Other Information.** When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Agency, he or she shall promptly submit such facts or information.
- G. **Signatory Requirements.** All Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the Agency or the operator of a large or medium municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed.

1. All Notices of Intent shall be signed as follows:
 - a. For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (2) any person authorized to sign documents that have been assigned or delegated said authority in accordance with corporate procedures;
 - b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - c. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
2. All reports required by the permit and other information requested by the Agency shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described above and submitted to the Agency.
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).
 - c. **Changes to Authorization.** If an authorization under Part I.C (Authorization) is no longer accurate because a different individual or position has responsibility for the overall operation of the construction site, a new authorization satisfying the requirements of Part I.C must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
 - d. **Certification.** Any person signing documents under this Part shall make the following certification.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- H. **Penalties for Falsification of Reports.** Section 308(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or by both. Section 44(j)(4) and (5) of the Environmental Protection Act provides that any person who knowingly makes any false statement, representation, or certification in an application form, or form pertaining to a NPDES permit commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- I. **Penalties for Falsification of Monitoring Systems.** The CWA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by fines and imprisonment described in Section 309 of the CWA. The Environmental Protection Act provides that any person who knowingly renders inaccurate any monitoring device or record required in connection with any NPDES permit or with any discharge which is subject to the provisions of subsection (f) of Section 12 of the Act commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- J. **Oil and Hazardous Substance Liability.** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the CWA.
- K. **Property Rights.** The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.
- L. **Severability.** The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.
- M. **Transfer.** This permit is not transferable to any person except after notice to the Agency. The Agency may require the discharger to apply for and obtain an individual NPDES permit as stated in Part I.C (Authorization).
- N. **Requiring an Individual Permit or an Alternative General Permit.**
 1. The Agency may require any person authorized by this permit to apply for and/or obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Agency to take action under this paragraph. Where the Agency requires a discharger authorized to discharge under this permit to apply for an individual NPDES permit, the Agency shall notify the discharger in writing that a permit application is required. This notification shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the discharger to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. Applications shall be submitted to the Agency indicated in Part I.D (Where to Submit) of this permit. The Agency may grant additional time to submit the application upon request of the applicant. If a discharger fails to submit in a timely manner an individual NPDES permit application as required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified by the Agency for application submittal. The Agency may require an individual NPDES permit based on:
 - a. information received which indicates the receiving water may be of particular biological significance pursuant to 35 §. Adm. Code 302.105(d)(5);
 - b. whether the receiving waters are impelled waters for suspended solids, turbidity or siltation as identified by the Agency's 303(d) listing;

- c. size of construction site, proximity of site to the receiving stream, etc.

The Agency may also require monitoring of any storm water discharge from any site to determine whether an individual permit is required.

2. Any discharger authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. In such cases, the permittee shall submit an individual application in accordance with the requirements of 40 CFR 122.26(c)(1)(ii), with reasons supporting the request, to the Agency at the address indicated in Part II.D (Where to Submit) of this permit. The request may be granted by issuance of an individual permit or an alternative general permit if the reasons cited by the permittee are adequate to support the request.
3. When an individual NPDES permit is issued to a discharger otherwise subject to this permit, or the discharger is authorized to discharge under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. When an individual NPDES permit is denied to a discharger otherwise subject to this permit or the discharger is denied for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee remains in effect, unless otherwise specified by the Agency.
- O. **State Environmental Laws.** No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.
- P. **Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all construction activities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.
- Q. **Inspection and Entry.** The permittee shall allow the EPA, or an authorized representative upon presentation of credentials and other documents as may be required by law, to:
1. Enter upon the permittee's premises where a regulated construction activity is located or conducted, or where records must be kept under the conditions of this permit;
 2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
 3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.
- R. **Permit Actions.** This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.
- S. **Bypasses and Upsets.** The provisions of 40 CFR Section 122.41(m) & (n) are applicable and are hereby incorporated by reference.

Part VII. REOPENER CLAUSE

- A. If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with industrial activity covered by this permit, the discharger may be required to obtain an individual permit or an alternative general permit in accordance with Part I.C (Authorization) of this permit or the permit may be modified to include different limitations and/or requirements.
- B. Permit modification or revocation will be conducted according to provisions of 35 Ill. Adm. Code, Subtitle C, Chapter I and the provisions of 40 CFR 122.82, 122.83, 122.64 and 124.5 and any other applicable public participation procedures.
- C. The Agency will reopen and modify this permit under the following circumstances:
1. the U.S. EPA amends its regulations concerning public participation;
 2. a court of competent jurisdiction binding in the State of Illinois or the 7th Circuit Court of Appeals issues an order necessitating a modification of public participation for general permits; or
 3. to incorporate federally required modifications to the substantive requirements of this permit.

Part VIII. DEFINITIONS

"Agency" means the Illinois Environmental Protection Agency.

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

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

"Construction Activities" Earth disturbing activities, such as clearing, grading and excavation of land. For purposes of this permit, construction activities also means construction site, construction site activities, or site. Construction activities also include any demolition activities at a site.

"Contractor" means a person or firm that undertakes a contract to provide materials or labor to perform a service or do a job related to construction of the project authorized by this permit.

"CWA" means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-678, Pub. L. (96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.).

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

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

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

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

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

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

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

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

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

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

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

"NOT" means notice of termination of coverage by this permit (See Part II of this permit.)

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

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

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

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

- (i) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards which are exempted under category (v) of this paragraph);
- (ii) Facilities classified as Standard Industrial Classifications 24 (except 2431), 25 (except 265 and 267), 28, 29, 311, 32, 33, 3441, 373;

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- (iii) Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations meeting the definition of a reclamation area under 40 CFR 434.11(i)) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts or waste products located on the site of such operations, inactive mining operations and mining sites that are not being actively mined, but which have an identifiable owner/operator;
- (iv) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;
- (v) Landfills, land application sites, and open dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- (vi) Facilities involved in the recycling of materials, including metal scrapyards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5016 and 5093;
- (vii) Steam electric power generating facilities, including coal handling sites;
- (viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42, 44, and 45 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under subparagraphs (i)-(vii) or (x)-(xi) of this subsection are associated with industrial activity;
- (ix) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR 503;
- (x) Construction activity including clearing, grading and excavation activities except: operations that result in the disturbance of less than one acre of total land area which are not part of a larger common plan of development or sale unless otherwise designated by the Agency pursuant to Part 1B.1;
- (xi) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 287, 27, 283, 31 (except 31.1), 34 (except 34.1), 36, 36, 37 (except 37.5), 38, 39, 4221-25, (and which are not otherwise included within categories (i)-(xi)).

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

"Work day" for the purpose of this permit, a work day is any calendar day on which construction activities will take place.

Biesterfield Road Basin Outfall Improvements

CONSTRUCTION POLLUTION PREVENTION PLAN

SITE DESCRIPTION

Project Name: Biesterfield Road Basin Outfall Improvements	
Project Address: Along the western property line of 720 Rohlwing Road	
<p>Project Description: This project will consist of pipe abandonment, storm sewer and storm structure installation, basin grading, concrete spillway construction, channel dredging, and restoration with temporary and permanent turf grass seeding, mulch, erosion control blanket and native vegetation.</p> <p>Soil disturbing activities will include: furnishing and transporting all materials and equipment required for excavation, installation of storm sewer and storm structures, clearing and grubbing, preparation of soils, erosion control, tree removal, dredging, and restorations.</p> <p>Potential sources of pollution that could affect the quality of water discharged from this site as a result of construction activities include: sediment, petroleum products, fertilizers, paints, cleaning solvents, construction waste and sanitary waste. It is the purpose of this plan to prevent or minimize the discharge of these pollutants during construction, in compliance with the General NPDES Permit ILR-10 issued by the Illinois Environmental Protection Agency.</p>	
Runoff Coefficient:	Pre-construction coefficient of runoff for the site is $c = 0.30$ The final coefficient of runoff for the site will be $c = 0.30$
Site Area:	The site is approximately 4.9 acres (including 0.23 acres of Corp jurisdictional wetland plus 0.00 acres of non-jurisdictional wetlands) of which 2.2 acres will be disturbed by construction activities.
Sequence of Major Activities	
<ol style="list-style-type: none"> 1. Selective vegetation removal for silt fence 2. Install perimeter silt fence, ditch checks, inlet filters, and inlet and pipe protection 3. Install construction fencing around areas not to be disturbed 4. Tree protection. removal and clearing and grubbing 5. Install proposed sewer main trunkline and rear yard laterals and inlets. 6. If required, install cofferdams and complete dewatering. Complete channel dredging. 7. Stabilize completed areas with permanent stabilization or inactive areas with temporary stabilization within 14 days. 	<ol style="list-style-type: none"> 8. Carry out grading and seeding and install rolled erosion control products and mulching. 9. When all construction activity is complete and the site is stabilized, reseed any remaining disturbed areas. 10. Remove all temporary erosion control measures once vegetation reaches 70% coverage.
Name of Receiving Waters:	Salt Creek

CONTROLS

The “Primary Contractor” responsible for installation and maintenance and overall effectiveness of erosion controls shall be the General Contractor or on projects without a General Contractor it shall be the Contractor responsible for earthwork. Installation and maintenance of individual controls may be delegated to a Sub-Contractor, if designated below. Specifications, details and locations for the measures to be used are located in the erosion control plan. The plan includes the items checked below:

A. SOURCE CONTROLS (STABILIZATION PRACTICES)

The contractor shall disturb only those areas necessary to complete the proposed construction activity. Existing vegetation shall remain undisturbed where attainable. Stabilization will be initiated on all disturbed portions of the site where construction activity will not occur for a period of more than 21 calendar days. This stabilization must begin within 14 days after construction has temporarily or permanently ceased on the area. Where stabilization is precluded by snow cover, stabilization shall be initiated as soon as practicable. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be maintained as part of this plan. A stabilization report form is provided for receiving this information.

- | | |
|--|---|
| | Installed and maintained by: (Name Sub, if any) |
| <input checked="" type="checkbox"/> Temporary Seeding | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Permanent Seeding | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Dust Control | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Chemical Stabilization | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Straw Mulch | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Vegetative Buffer Strips | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Temporary Erosion Blanket | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Permanent Turf Reinforcement Mat | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Sod | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Tree Protection | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Other: Cofferdam, ditch checks | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |

B. FLOW CONTROL AND SEDIMENT CAPTURE (STRUCTURAL PRACTICES)

- | | |
|--|---|
| | Installed and maintained by: (Name Sub, if any) |
| Structural Practices (Temporary) | |
| <input checked="" type="checkbox"/> Construction Entrance / Exit | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Diversion (Earth Dike or Swale) | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Silt Fence | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Inlet Protection | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Sediment Basins / Trap | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Temporary Turbidity Barrier | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| Storm Water Management (Permanent) | |
| <input type="checkbox"/> Curb and Gutter | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Storm Sewer | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Vegetated Channels | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Detention Basins | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input checked="" type="checkbox"/> Rock Outlet Protection (Rip-Rap) | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |
| <input type="checkbox"/> Infiltration Basins/Devices | <input checked="" type="checkbox"/> Primary Contractor <input type="checkbox"/> Sub _____ |

B. FLOW CONTROL (CONTINUED)

Stabilized construction exit(s) will be provided to help reduce vehicle tracking of sediments. The paved streets adjacent to the site entrance will be inspected daily and swept as necessary to remove any excess mud, dirt, or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin. The job site superintendent will be responsible for seeing that these procedures are followed.

C. WASTE DISPOSAL

1. Ordinary Waste

All waste materials will be collected and stored in a securely lidded metal dumpster rented from a local waste management company which must be a solid waste management company licensed to do business in the **Village of Elk Grove Village**. The dumpster will comply with all local and state solid waste management regulations.

All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied a minimum of twice per week or more often if necessary, and the trash will be hauled to a landfill approved by **Village of Elk Grove Village** in the State of Illinois. No construction waste materials will be buried on site. All personnel will be instructed regarding the correct procedures for waste disposal. Notices stating these practices will be posted in the job site construction office trailer, and the job site superintendent will be responsible for seeing that these procedures are followed.

2. Sanitary Waste

All sanitary waste will be collected from the portable units a minimum of three times per week by a licensed portable facility provider in complete compliance with local and state regulations.

3. Hazardous Substances and Hazardous Waste

The following materials or substances with known hazardous properties are expected to be present onsite during construction:

Concrete/Asphalt	Cleaning solvents
Detergents	Petroleum based products
Fertilizers	

A All hazardous waste materials will be disposed of by the Contractor in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. Site personnel will be instructed in these practices by the job site superintendent, who will also be responsible for seeing that these practices are followed.

B The Contractor will implement the Spill Prevention Control and Countermeasures (SPCC) Plan found within this SWPPP and will train all personnel in the proper cleanup and handling of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with stormwater discharges. If such contact occurs, the stormwater discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to

dispose of such contaminated stormwater. It shall be the responsibility of the job site superintendent to properly train all personnel in the use of the SPCC plan.

4. Spill Prevention Control and Countermeasures (SPCC) Plan

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

A. GOOD HOUSEKEEPING

The following good housekeeping practices will be followed onsite during the construction project. These practices will be used to reduce the risks associated with hazardous materials.

1. An effort will be made to store only enough product required to do the job.
2. All materials stored onsite will be stored in a neat, orderly manner and, if possible, under a roof or other enclosure.
3. Products will be kept in their original containers with the original manufacturer's label in legible condition.
4. Original labels and material safety data sheets (MSDS's) will be procured for each hazardous material used. These are to be used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored and/or used and another copy of each MSDS will be maintained in the SWPPP file at the job site. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.
5. Substances will not be mixed with one another unless recommended by the manufacturer.
6. Whenever possible, all of a product will be used up before disposing of the container. All such containers will be triple-rinsed with water prior to disposal. The rinse water used in these containers will be disposed of in a manner in compliance with state and federal regulations and will not be allowed to mix with stormwater discharges.
7. Manufacturer's recommendations for proper use and disposal will be followed. Local/state/federal recommended methods for proper disposal will also be followed.
8. The job site superintendent will be responsible for daily inspections to ensure proper use and disposal of materials.

B. PRODUCT SPECIFIC PRACTICES

The following product specific practices will be followed on the job site.

1. Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any petroleum storage tanks used onsite will have a dike or berm containment structure constructed around it to contain any spills which may occur. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

2. Fertilizers

Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked in the soil to limit exposure to stormwater. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

3. Paints, Paint Solvents, and Cleaning Solvents

All containers will be tightly sealed and stored when not in use. Excess paint and solvents will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and federal regulations.

4. Concrete

- a) Contractor shall store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system. They shall be covered and contained to protect them from rainfall and prevent runoff.
- b) Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
- c) Avoid mixing excess amounts of fresh concrete or cement mortar on-site.
- d) The designation of a location where waste concrete can be poured into forms to make riprap or other useful concrete products is encouraged.
- e) Contractor shall perform washout of concrete trucks or equipment only in designated wash-out areas where the water will flow into a temporary pit in a dirt area or onto stockpiles of aggregate base or sand.
- f) The Contractor shall: 1) Identify a location for the waste water pit at least 50' away from watercourses and storm drains. 2) Dig

or construct the pit large enough to hold the waste. 3) Let the water percolate into the soil or evaporate leaving a hardened residue. The hardened residue from the concrete washout areas will be disposed of in the same manner as other non-hazardous construction waste materials or may be broken up and used on site as deemed appropriate by the Contractor. 4) If a suitable dirt area is not available, then Contractor shall collect the wash water and remove it off-site.

- g) Contractor shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, then Contractor shall filter the wash water through straw bales/waddles or equivalent material before discharging to the sanitary sewer.
- h) Contractor shall collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

C. SPILL PREVENTION PRACTICES

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup.

- a) Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.
- b) Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite in a spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.).
- c) All spills will be cleaned up immediately after discovery.
- d) The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with the hazardous substances.
- e) Spills of toxic or hazardous materials will be reported to the appropriate federal, state, and/or local government agency, regardless of the size of the spill. Spills of amounts that exceed Reportable Quantities of certain substances specifically mentioned in federal regulations (40 CFR 302 list and oil) will be immediately reported to the EPA National Response Center, telephone 1-800-424-8802. The list in 40 CFR 302 divides hazardous materials into categories and specifies a Reportable Quantity for each category. Reportable Quantities of the various categories are as follows:

Oil - appearance of a film or sheen on water (roughly 15ppm)
Category X material – 1 lb (example: most pesticides)

Category A material – 10 lb
Category B material – 100 lb (example: flammable solvents)
Category C material – 1000 lb
Category D material – 5000 lb (example: various acids)

- f) If a spill has occurred, the SPCC plan will be adjusted to include measures to prevent this type of spill from recurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included. If the spill exceeds a Reportable Quantity, all federal regulations regarding reports of the incident will be complied with.
- g) The job site superintendent will be the spill prevention and cleanup coordinator. He will designate the individuals who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of these personnel will be posted in the material storage area and in the office trailer onsite.
- h) Any contaminated soils (resulting from spills of materials with hazardous properties) which may result from construction activities will be contained and cleaned up immediately in accordance with the procedures given in this plan and in accordance with applicable state and federal regulations.

D. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The Contractor will obtain copies of any and all local and state regulations, including the Illinois Urban Manual 2013 revision or later, which are applicable to stormwater management, erosion control, and pollution minimization at this job site and will comply fully with such regulations. The Contractor will submit written evidence of such compliance if requested by the Operator or any agent of a regulatory body. The Contractor will comply with all conditions of the IEPA General Permit for Construction Activities (ILR-10) NPDES Permit, including the conditions related to maintaining the SWPPP and evidence of compliance with the SWPPP at the job site and allowing regulatory personnel access to the job site and to records in order to determine compliance

MAINTENANCE / INSPECTION PROCEDURES

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls. Description of maintenance required for specific control measures not listed here is included in the Erosion Control Plan.

- Construction shall be staged to minimize the amount of the site that will be denuded at one time.
- The site superintendent, shall arrange for qualified individual(s) to be responsible for inspection, maintenance and repair activities, and filling out the inspection and maintenance report.
- Personnel selected for inspection and maintenance responsibilities will receive training at the direction of the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used on-site in good working order.
- All control measures, disturbed areas and construction entrances will be inspected at least once each week and following any storm event of 0.5 inches or greater.
- The inspector shall also ensure that the record of grading activities is up to date and report to the site superintendent any inactive portions of the site that will require stabilization in the following week.
- All measures will be maintained in good working order. If the inspector determines that repair is necessary, it will be initiated within 24 hours of report.
- If it is determined, as a result of an inspection, that the controls provided in this plan are not adequate to eliminate or significantly minimize the discharge of sediment or pollutants onto downstream properties or receiving waters, the inspector shall recommend changes to the plan to correct the deficiency as part of the inspection report. These changes shall become part of the plan and shall be implemented within 7 days.
- A maintenance inspection report will be made after each inspection. Each report shall be added to this SWPPP. Copies of the amended SWPPP shall be kept on the job site during construction and shall be retained by the contractor for a period of three years after the date that the Notice of Termination is submitted to IEPA. Copies of the inspection reports and modified SWPPP shall be provided to the Operator (property owner), his representative, or any municipal, state or federal review agencies on request. A copy of the report form to be completed by the inspector is attached.
- The inspector shall complete and submit to IEPA within 5 days an "Incidence of Noncompliance" (ION) report for any violation of this SWPPP observed. Submittal shall include cause of non-compliance, measures taken to prevent future non-compliance, description of any environmental impact resulting from the non-compliance.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts and toe of fence are firmly in the ground.
- The sediment basin will be inspected for depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- Diversion dikes and swales will be inspected and any breaches promptly repaired.
- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

CONTROL OF ALLOWABLE NON-STORMWATER DISCHARGES

Certain types of discharges are allowable under the IEPA General Permit for Construction Activity, and it is the intent of this SWPPP to allow such discharges. These types of discharges will be allowed under the conditions that no pollutants will be allowed to come in contact with the water prior to or after its discharge. The control measures, which have been outlined previously in this SWPPP, will be strictly followed to ensure that no contamination of these non-stormwater discharges takes place. All wash waters and any other water that comes into contact with disturbed ground or stormwater runoff from disturbed areas will be directed to the appropriate sedimentation basin prior to discharge. The following allowable non-stormwater discharges that may occur from the job site include:

- A. Discharges from firefighting activities
- B. Fire hydrant flushings (see note below)
- C. Waters used to wash vehicles or control dust in order to minimize offsite sediment tracking
- D. Potable water sources such as waterline flushings (see note below), irrigation drainage from watering vegetation, routine exterior building washdown (without detergents present) (See Note below)
- E. Pavement washwaters where spills or leaks of hazardous materials have not occurred or detergents have not been used
- F. Springs and other uncontaminated groundwater, including dewatering ground water infiltration
- G. Foundation or footing drains where no contamination with process materials such as solvents is present

Note: The Contractor shall neutralize any super-chlorinated water from water distribution pipes before releasing it into the environment. Neutralization techniques are available from the Operator's Engineer.

SEE THE EROSION AND SEDIMENT CONTROL SHEETS IN THE PLAN SET

**STORMWATER POLLUTION PREVENTION PLAN
INSPECTION REPORT**

Biesterfield Road Basin Outfall Improvements

SITE CONDITIONS:

POLLUTANT CONTROL	IN CONFORMANCE	EFFECTIVE
Construction Entrance / Exit	YES/NO/NA (See Below)	YES/NO/NA (See Below)
Silt Fence	YES/NO/NA (See Below)	YES/NO/NA (See Below)
Inlet Protection	YES/NO/NA (See Below)	YES/NO/NA (See Below)
Rock Outlet Protection (Riprap)	YES/NO/NA (See Below)	YES/NO/NA (See Below)
Cofferdams	YES/NO/NA (See Below)	YES/NO/NA (See Below)
Ditch Checks	YES/NO/NA (See Below)	YES/NO/NA (See Below)

VIOLATIONS NOTED: (Explain each "NO" circled above)

RECOMMENDED REMEDIAL ACTIONS:

COMMENTS:

Based on the results of the inspection, necessary control modifications shall be implemented within 7 calendar days. These reports shall be kept on file as part of the Stormwater Pollution Prevention Plan for at least three years from the date of completion and submission of the Final Stabilization Certification/Termination Checklist and Notice of Termination. **A copy of the SWPPP shall be kept at the site at all times during construction.**

Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Name (Print): _____

Address: _____

Telephone: _____

Site location: _____

INSPECTOR: _____ DATE: _____

(Signature)

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Construction Entrance / Exit

Does much sediment get tracked onto road?	Is the Gravel Clean or is it filled with sediment?	Does all traffic use the stabilized entrance to leave the site?	Is the culvert beneath the entrance working? (If applicable)

Maintenance Required:

To Be Performed By: _____ On Or Before: _____

INSPECTOR: _____
(Signature)

DATE: _____

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Diversion
(Earth Dike or Drainage Swale and Vegetated Channels)

From	To	Is diversion stabilized? (Vegetated or Blanketed)	Is there evidence of washout or overtopping?

Maintenance Required:

To Be Performed By: _____ On Or Before: _____

INSPECTOR: _____ DATE: _____
(Signature)

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Silt Fence

Location	Posts Upright?	Fabric Bottom Buried?	Any tears or gaps?

Maintenance Required:

To Be Performed By: _____ On Or Before: _____

INSPECTOR: _____ DATE: _____
(Signature)

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Inlet Protection

Location	Fabric in inlet?	Any holes or gaps in fabric?	Depth of sediment collected?

Maintenance Required:

To Be Performed By: _____ On Or Before: _____

INSPECTOR: _____ DATE: _____
(Signature)

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Sediment Basins / Trap

Depth of sediment in basin?	Condition of basin side slopes?	Any evidence of overtopping the embankment?	Condition of outlet structure and outfall?

Maintenance Required:

To Be Performed By: _____ On Or Before: _____

INSPECTOR: _____
(Signature)

DATE: _____

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Detention Basin w/temporary sediment basin features

Depth of detention in basin?	Condition of basin side slopes?	Any evidence of overtopping the embankment?	Condition of outlet structure and outfall?

Maintenance Required:

To Be Performed By: _____ On Or Before: _____

INSPECTOR: _____
(Signature)

DATE: _____

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Rock Outlet Protection (Riprap)

Location	Rock in Place?	Any evidence of displacement of rock or scouring around perimeter?	Is the rock clean or filled with sediment? (Depth of sediment)

Maintenance Required:

To Be Performed By: _____ On Or Before: _____

INSPECTOR: _____
(Signature)

DATE: _____

Biesterfield Road Basin Outfall Improvements

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION AND MAINTENANCE REPORT FORM

STRUCTURAL CONTROLS

Date: _____

Temporary Check Dam / Cofferdam

Location	Firmly Staked in Place?	Any evidence of scour around ends?	Depth of sediment accumulating?

Maintenance Required:

To Be Performed By: _____ **On Or Before:** _____

INSPECTOR: _____
(Signature)

DATE: _____

**STORMWATER POLLUTION PREVENTION PLAN
MODIFICATION REPORT**

Biesterfield Road Basin Outfall Improvements, Village of Elk Grove Village, Cook County

CHANGES REQUIRED FOR STORMWATER POLLUTION PREVENTION PLAN

To:	HR Green, attn.: D. Marting	Date:	
Address:	1391 Corporate Drive, Suite 203 McHenry, IL 60050	Project Name:	<i>Biesterfield Road Basin Outfall Improvements</i>
Telephone:	815-759-8370		
Facsimile:			
Sent Via:	<input type="checkbox"/> Facsimile	<input type="checkbox"/> Courier	<input type="checkbox"/> US Mail

INSPECTOR: _____ DATE: _____
(Print)

(Signature)

QUALIFICATIONS OF INSPECTOR: _____

CHANGES REQUIRED TO THE STORMWATER POLLUTION PREVENTION PLAN: _____

REASONS FOR CHANGES: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

YEAR 2024

STORMWATER POLLUTION PREVENTION PLAN
PROJECT RAINFALL LOG

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
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PM Initials												

YEAR 2025

STORMWATER POLLUTION PREVENTION PLAN
PROJECT RAINFALL LOG

Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Day												
1												
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Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

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

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

For Office Use Only

OWNER INFORMATION

Permit No. ILR10 _____

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

CONTRACTOR INFORMATION

MS4 Community: Yes No

Contractor Name: _____
Mailing Address: _____ Phone: _____
City: _____ State: ____ Zip: _____ Fax: _____

CONSTRUCTION SITE INFORMATION

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

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

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

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency? Yes No
(Submit SWPPP electronically to: epa.constilr10swppp@illinois.gov)
Location of SWPPP for viewing: Address: _____ City: _____
SWPPP contact information: _____ Inspector qualifications: _____
Contact Name: _____
Phone: _____ Fax: _____ E-mail: _____
Project inspector, if different from above _____ Inspector qualifications: _____
Inspector's Name: _____
Phone: _____ Fax: _____ E-mail: _____

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

TYPE OF CONSTRUCTION (select one)

Construction Type _____

SIC Code: _____

Type a detailed description of the project:

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

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

Historic Preservation Agency Yes No

Endangered Species Yes No

RECEIVING WATER INFORMATION

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

Owner of storm sewer system: _____

Name of closest receiving water body to which you discharge: _____

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

Or submit electronically to: epa.constilr10swppp@illinois.gov

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

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

Owner Signature:

Date:

Printed Name:

Title:

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

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

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

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

FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

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

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

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

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

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

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

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

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

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

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

STORMWATER POLLUTION PREVENTION PLAN

FINAL STABILIZATION CERTIFICATION /NOTICE OF TERMINATION CHECKLIST

Biesterfield Road Basin Outfall Improvements

1. All soil disturbing activities are complete.
2. Temporary Erosion and Sediment Control Measures have been removed or will be removed at the appropriate time.
3. All areas of the Construction Site not otherwise covered by a permanent pavement or structure have been stabilized with a uniform perennial vegetative cover with a density of 85% or equivalent measures have been employed.

CONTRACTOR'S CERTIFICATION:

“I certify under penalty of law that all storm water discharges associated with construction site activity from the identified facility that are authorized by NPDES general permit ILR1000000 have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with construction site activity by the general permit, and that discharging pollutants in storm water associated with construction site activity to Water of the State is unlawful under the Environmental Protection Act and Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this notice of termination does not release an operator from liability for any violations of this permit or the Clean Water Act.”

Company Name _____

Name (Print) _____

Signature _____

Date _____



Illinois Environmental Protection Agency

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

Division of Water Pollution Control NOTICE OF TERMINATION (NOT) of Coverage under the General Permit for Storm Water Discharges Associated with Construction Site Activities

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

OWNER INFORMATION

Permit No. ILR10 _____

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

CONTRACTOR INFORMATION

Contractor Name: _____
Mailing Address: _____ Phone: _____
City: _____ State: _____ Zip: _____ Fax: _____

CONSTRUCTION SITE INFORMATION

Facility Name: _____
Street Address: _____
City: _____ IL Zip: _____ County: _____
NPDES Storm Water General Permit Number: ILR10 _____
Latitude: _____ Longitude: _____
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

DATE PROJECT HAS BEEN COMPLETED AND STABILIZED: _____

NOTE: Coverage under this permit cannot be terminated without the completion date.

I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized or that all storm water discharges associated with industrial activity from the identified facility that are authorized by an NPDES general permit have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with industrial activity by the general permit, and that discharging pollutants in storm water associated with industrial activity to Waters of the State is unlawful under the Environmental Protection Act and the Clean Water Act where the discharge is not authorized by an NPDES Permit.

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

Owner Signature: _____ Date: _____

Mail completed form to: Illinois Environmental Protection Agency
Division of Water Pollution Control, Attn: Permit Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276 (Do not submit additional documentation unless requested)

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

IL 532 2102
WPC 621 Rev 12/11

GUIDELINES FOR COMPLETION OF NOTICE OF TERMINATION (NOT) FORM

Please adhere to the following guidelines:

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible.

Submit completed forms to:

Illinois Environmental Protection Agency
Division of Water Pollution Control, Attn: Permit Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constit10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

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

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

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

Final stabilization has occurred when:

- (a) all soil disturbing activities at the site have been completed;
- (b) a uniform perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas not covered by permanent structures; or
- (c) equivalent permanent stabilization measures have been employed.



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

Division of Water Pollution Control

Construction Site Storm Water Discharge Incidence of Non-Compliance (ION)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. You may email this completed form to: epa.swnoncomp@illinois.gov

For Office Use Only
Permit No. ILR10

Permittee Information:

Name:
Street Address: P.O. Box:
City: State: IL Zip Code: County:
Phone: Email:

Construction Site Information:

Site Name:
Street Address:
City: State: IL Zip Code:
Latitude: Longitude:
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

Cause of Non-Compliance

Three horizontal lines for cause of non-compliance.

Actions Taken to Prevent Any Further Non-Compliance

Three horizontal lines for actions taken to prevent further non-compliance.

Environmental Impact Resulting From the Non-Compliance

Three horizontal lines for environmental impact.

Actions Taken to Reduce the Environmental Impact Resulting From the Non-Compliance

Three horizontal lines for actions taken to reduce environmental impact.

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

Owner Signature:

Date:

Printed Name:

Title:

IL 532 2105 WPC
624 Rev. 10/2011

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

PART 4

PLAN SHEETS, DETAILS AND STANDARD DRAWINGS