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**Document Name:**

IDOT Dan Ryan environmental deficiency deduction

**Organization/Agency Responsible:**

Illinois Department of Transportation

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**Description:** Dan Ryan Expressway

Dan Ryan Expressway is a four year road reconstruction project south of Chicago. The project addresses reduction of carbon monoxide (CO), hydrocarbons (HC), nitrogen oxides (NOx), and particulate matter (PM) through idle-reduction practices, EPA verified emission control devices, ultra-low sulfur diesel fuel, dust control measures, air quality monitoring, and 24-hour response to concerns.

### **Environmental Deficiency Deduction**

To ensure a prompt response to incidents involving the integrity of work zone Environmental (Air Quality and Noise) Control, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24 hour a day basis.

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

The deficiency may include lack of repair, maintenance or non-compliance with the Special Provisions for Construction Air Quality Dust Control and/or Construction Noise Mitigation.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with the Contractor's notification and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000.00 or 0.05 percent of the awarded contract value, whichever is greater.

In addition, if the Contractor or sub-contractor fails to respond within the allotted time frame, the Engineer may take action to correct the deficiency, or may cause the correction of the deficiency to be made by others, the cost thereof being deducted from monies due or which may become due the Contractor or sub-contractor. This corrective action will in no way relieve the Contractor or sub-contractor of his/her contractual requirements or responsibilities, and shall not be grounds for any claim.

If a Contractor or sub-contractor accumulates three (3) Deficiency Deductions for the same deficiency, in a Contract period, the Contractor will be shut down until the deficiency is corrected. Such a shut down will not be grounds for any extension of the completion date, waiver of penalties, or be grounds for any claim.