

INVITATION TO BID

Northern Moraine Wastewater Reclamation District



Land Application of Sludge

**BID OPENING:
Wednesday, March 3rd
1:15 PM**

**** All pages of this Bid Document must be submitted intact
for the bid to be considered valid. ****

NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

LAND APPLICATION OF SLUDGE

BID PACKAGE

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NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

LAND APPLICATION OF SLUDGE

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Northern Moraine Wastewater Reclamation District
Attn: Mohammed Haque, District Manager
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

General Information

The NMWRD is seeking bids for a twelve (12) month contract, with an option for two (2) twelve (12) month contract extensions, for the provision of land application of sludge produced by the wastewater facility. The proposed project consists of all labor, materials, supervision, insurance and equipment necessary for the annual removal and disposal of approximately 250 dry tons of dried aerobically digested sludge from sludge storage sites at the District's Wastewater Treatment Plant. Bio-solids from the facility meets USPEA 503 Class "B" standards. This contract shall cover the period from May 1, 2021 through April 30, 2022. Two (2), one year contract renewal bid options for the 2022-23 and 2023-24 season are included in the bid documents. The District may choose to exercise the renewal option(s) and will notify the successful bidder of the renewal(s) of the contract no later than March 1, 2023 and March 1, 2024 if the contract is to be extended. The removal and disposal of the sludge stored at the Wastewater Treatment Plant will be conducted a minimum of two times per year under this contract. All phases of this project shall be conducted in strict compliance with all Federal, State, and local regulations and in accordance with all other District specifications and IEPA Permit requirements. The District's 503 Sludge report for the 2020 calendar year are attached and fully characterizes the material to be land applied.

Sludge Storage Sites

Sludge is located at the District's sludge storage sites located at 420 Timber Trail, Island Lake, IL 60042 (Wastewater Plant). The District produces approximately 250 dry tons of aerobically digested sludge.

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Examination & Description of Site

All bidders are recommended to make a careful examination of the sludge storage areas and disposal sites prior to submitting a bid to the District. The bidder shall be fully acquainted with the materials required and the character of the work. The sludge storage areas can be accessed during normal working hours and are in close proximity to dedicated public roads. Bidders are solely responsible for determining any existing weight limitations for roadways and any other site related limitations.

Plant Operations During Project

The land application of sludge project shall be conducted in a manner to assure that there is no disruption of normal operations of the Wastewater Treatment Plant or interference with the normal working schedule of operating personnel. Access to all District property, including the sludge storage areas, shall be left open at an arranged time between the District and the successful bidder so that normal District operations can be conducted.

Transportation and Traffic

Sludge shall be handled in a manner as to prevent the loss of material into the adjoining water ways or treatment units. Proper precautions shall be employed to prevent the loss of any material in the transportation phase of the project and assure that all sludge leaving the site arrives at the application site. These precautions include and are not limited to the covering of trucks and the double bolting of tailgates.

All traffic to and from the site shall be routed in such a manner as to minimize the negative impact on the affected public roadways and shall be approved in advance by the District.

All local laws, regulations, and restrictions regarding the public transportation of materials shall be complied with at all times. The contractor shall take all necessary steps to avoid the loss of sludge from sideboards or tailgates beyond the boundaries of the sludge storage area and prior to the arrival at sludge application sites. The contractor shall promptly clean any debris left or lost on roadways, including that of mud from vehicle tires, upon notification by the District.

Land Application Sites

Bidders are responsible for obtaining land application sites for the completion of the land application project. Land application sites shall conform to the requirements of the District's sludge land application permit #2019-SC-64809 issued by the Illinois Environmental Protection Agency December 20, 2019. A copy of that permit is attached to the invitation to bid. In addition, all Federal, State and local regulations and restrictions shall be applied during the course of the project, Including 40CFR503 requirements.

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The successful bidder shall identify all land application sites prior to the commencement of the actual application of sludge and provide the District with signed letters of acceptance from the property owner accepting the sludge or completed signed sludge user information sheets. The bidder shall also provide the District with an agreement from the property owner accepting sludge that holds harmless the District for any damages caused by the successful bidder during land application operations.

Sludge applied to land under this contract shall not cause the total cumulative increase of Radium 226 and Radium 228 in the soil to exceed newly implemented IEMA regulations, the bidder shall be responsible for all required site sampling and shall provide copies of all analysis and associated records to the District. The most recent Radium analysis results of the dewatered sludge are attached to the invitation to bid document.

The District reserves the right to conduct site inspections prior to the commencement of land application of sludge to determine the suitability of the sites in compliance with various regulations. The District reserves the right to disallow the use of any site for the land application of sludge if, in its opinion, the application of sludge to that site may cause or create an undue burden on the District, or diminishes public acceptance of the land application process.

Final responsibility for the use of any identified site and the suitability of said sites for conformance with application regulations shall remain with the contractor.

Site-specific permits, if required, shall be obtained by the bidder at no additional cost to the District. Copies of all such permits shall be forwarded to the District prior to the commencement of sludge application to permitted sites.

Monitoring and Reporting

The contractor shall be responsible for conducting all applicable site selection testing, site monitoring and sludge monitoring for determining sludge application rates, site suitability and any other Federal, State and local requirements.

During the course of the project, the contractor shall provide monitoring reports to the District with the following information:

- The contractor shall provide all necessary Notice of Necessary Information forms, and shall be responsible for assuring that subcontractors also provide required notices, if applicable.
- All applicable site selection criteria
- Sludge analysis (Quarterly 503 Monitoring Results will be provided by the District to the Successful bidder)
- Land application rate calculations

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- Volumes of sludge applied per site
- Application dates and times
- Soil survey maps showing soil types within field
- Plat maps showing site location

These reports shall be submitted to the District within 30 days of completion of each phase of the project.

In addition, the contractor shall provide all information required in the District sludge land application permit #2019-SC-64809 (Illinois Environmental Protection Agency) to the District in order to allow the District to prepare and submit applicable reports in compliance with that permit.

District Property Restoration

Upon completion of the annual land application project, the contractor shall restore any damage caused to the sludge storage areas, access roadways, gates, fences, landscaping or fixtures. All repairs shall be completed to the satisfaction of the District. The District shall be held exempt to any claims for damage caused by the contractor to any properties or roadways, public or private, including the sludge application site.

Working Hours

All work conducted at the site shall be done only when an authorized representative of the District is on duty unless arrangements are made with the wastewater operations supervisor. Regular work hours are from 7:00 a.m. to 3:30 p.m., Monday through Friday.

If the contractor chooses to work overtime or on weekends, the contractor must make arrangements to have an authorized representative of the District on duty. The total amount of overtime wages and fringe benefits due to the District's representative shall be deducted from the amount payable to the contractor at the time of the project payment. The District will provide advanced notice of any holidays and the contractor shall make arrangements to complete the project accordingly.

Financial Requirements

Bid prices shall be included as unit prices for each separate task in the project. Payment shall be made on a dry ton basis. Prior to commencement of any work, the contractor and District shall determine the method and manner of measurement of the quantity of sludge applied to land. It is the District's intention to pay for only sludge transported to and applied to the land application sites. No transportation or application shall be conducted without prior notifications of the District Manager or his designee.

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Provisions for verification of volume of sludge removed for land application

The contractor shall supply, at the contractor's expense, certified portable truck scales for the purpose of weighing each load of sludge removed and land applied. The contractor may choose the use of an off-site certified scale in lieu of portable units. Certification of calibration shall be provided. Tare weights and loaded weights shall be measured for each load being removed. Representative sampling of each load of sludge shall be conducted by the District and analysis conducted in order to determine the average percent total solids of each load. Split samples shall be provided to the contractor for verification upon request by the contractor. Sampling and analysis conducted by the District shall be done at no cost to the contractor. The total load weight in wet short tons shall be multiplied by the percent total solids in order to determine the dry ton weight of each load. Payment shall be based on the total dry tons of sludge removed, in short tons. Drivers are to sign each load ticket/chain of custody form, verifying the weight and sample identification for each load.

The District reserves the right to terminate the project prior to the completion of removal of all stored sludge, should it be determined to be in the District's best interest. The amount due to the successful bidder at that time will be determined by the unit cost of material removed and applied to date. Payment shall be made after each phase of the project, following receipt of all required documentation.

Current Contract Information

The current contract for the provision of land application of sludge will expire on April 30, 2021 and contract prices are listed below:

Dahme Enterprises, Inc.
5707 Miller Road
Wonder Lake, IL 60097

FY 2020-2021
\$110/dry ton

General Requirements

Prices quoted must be valid for minimum of (90) days from the date of the bid opening. Bids will be received by Mohammed Haque, District Manager, at the above address until 1:15PM on March 3, 2021. All bids will be publicly opened immediately thereafter. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

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"Land Application of Sludge"

Attn: Mohammed Haque, District Manager"

The Northern Moraine Wastewater Reclamation District reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

All detailed questions concerning the actual bid specifications are to be forwarded to Mohammed Haque, District Manager, in writing via fax to 847-526-3349 or e-mail to haque@NMWRD.org no less than five (5) business days prior to the scheduled bid opening date.

The Northern Moraine Wastewater Reclamation District does not discriminate in admission, access to, treatment, or employment in its programs and activities.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award (Sample); and

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- (9) Contract (Sample Attached as Separate Document), including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be purchased at the office of Owner upon payment of \$50.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$20.00 per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work, and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **1:15 pm**, local time, **March 3, 2021**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance and Payment Bonds.** The successful Bidder may be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner.

C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent

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certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this **16th** day of **February 2021**.

NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

By:



District Manager, NMWRD

Mohammed Haque

NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

LAND APPLICATION OF SLUDGE

GENERAL INSTRUCTIONS TO BIDDERS

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NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

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LAND APPLICATION OF SLUDGE

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

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If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. It is the Bidder's obligation to pay (and require every subcontractor to pay) prevailing wages for each craft or type of work needed to execute the Contract/Proposal in accordance with the Act. The prevailing rates of hourly wages are revised from time to time by the Illinois Department of Labor and are available on the Department's official website at: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract/Proposal.

4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

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5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found these General Instructions to Bidders are satisfied. Any Bidder's Proposal that fails to comply with these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Contact With District**

Any attempt to directly contact and influence any District Board of Trustees or staff

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members associated with this project after receipt of this request for bids, and prior to the final selection decision as evidenced by a fully mutually executed contract with the final selected firm will be grounds for disqualification.

8. Alternate, Multiple Bids/Specifications

The specifications describe the supplies and/or services which the District feels are necessary to meet the performance requirements of the District. It is not the desire or the intent of the District to eliminate or exclude any company from submitting a bid because of minor deviations, alternates, or changes.

Firms desiring to submit a bid on items which do not comply with these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the specifications section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. **Only one bid per envelope.**

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The District's written decision of approval or disapproval of a proposed substitution shall be final.

The District shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

9. Bids by Fax

Bids must be submitted on the original forms provided by the District, completely intact as issued. **Facsimile machine transmitted bids will not be accepted**, nor will the District transmit bid documents to prospective bidders by way of a facsimile machine.

10. Documents

Any documents submitted as part of this invitation may be subject to production pursuant to the Freedom of Information Act.

11. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

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(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 11A shall apply to all other documents in the Bid Package required to be executed by Bidder.

12. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed

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to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

13. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name.

14. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder, and is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60-day period, provided that a request in writing, executed by Bidder, and is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

15. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to

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financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

16. Disqualification of Bidders

A. More Than One Bidder's Proposal. Except as otherwise provided herein, no more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested.

B. Collusion. If reasonable grounds exist for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

17. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any

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other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

18. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

19. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign, date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 12 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

INSTRUCTIONS

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

20. **Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 12 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

PROPOSAL

NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

LAND APPLICATION OF SLUDGE

BIDDER'S PROPOSAL

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Northern Moraine Wastewater Reclamation District ("Owner")
Attn: Mohammed Haque, District Manager
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the provision of land application of sludge; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in

PROPOSAL

connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

Company Name: _____

Point-of-Contact Name: _____

Point-of-Contact Telephone: _____

Point-of-Contact E-mail: _____

SCHEDULE OF PRICES

Bid Price: (May 1, 2021 through April 30, 2022)

Price shall include the price per dry ton for sludge removal and subsequent land application of sludge (for all equipment, Transportation Costs & Labor)

Price Per Dry Ton \$ _____

Optional Second Year: (May 1, 2022 through April 30, 2023)

Price shall include the price per dry ton for sludge removal and subsequent land application of sludge (for all equipment, Transportation Costs & Labor)

Price Per Dry Ton \$ _____

Optional Third Year: (May 1, 2023 through April 30, 2024)

Price shall include the price per dry ton for sludge removal and subsequent land application of sludge (for all equipment, Transportation Costs & Labor)

Price Per Dry Ton \$ _____

List any and all deviations from minimum specifications:

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in the Invitation for Bidder's Proposals for the sum of _____ dollars (\$_____), which is equal to ten percent of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this ____ day of _____, 20____.

Attest/Witness:

Bidder

By: _____

By: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 11,
FOR SIGNATURE REQUIREMENTS**

NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

LAND APPLICATION OF SLUDGE

BIDDER'S SWORN ACKNOWLEDGEMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Individual

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____()	_____
_____()	_____
_____()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED this ____ day of _____, 20____.

Attest/Witness:

Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 200_.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 11,
FOR SIGNATURE REQUIREMENTS**

NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

LAND APPLICATION OF SLUDGE

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: _____

2. Composition of Work

During the past three years, Bidder's work has consisted of:

___% Federal	___% As Contractor	___% Bidder's Forces
___% Other Public	___% As Subcontractor	___% Subcontractors
___% Private		___% Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u> <u>YEARS</u>	
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this ____ day of _____, 20__.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

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

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS
FOR SIGNATURE REQUIREMENTS**

NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

LAND APPLICATION OF SLUDGE

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: **[SUCCESSFUL BIDDER]**

[ADDRESS OF SUCCESSFUL

BIDDER]

("Contractor")

FROM: Northern Moraine Wastewater
Reclamation District
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

("Owner")

On the [] day of [MONTH], [2021], Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the [] day of [MONTH], [2021], in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the provision of land application of sludge; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

A Closing will be held at [] : [] .m.] on the [] / day of [MONTH], [20], at the above listed office of Owner at which time the Contract will be executed by Owner provided that

NOTICE OF AWARD

all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 19 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in the General Instructions to Bidders.

DATED this [/] day of [MONTH], [2021].

NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT

By: /s/ [ISSUING OFFICER]
District Manager, NMWRD

Attachment A:

**IEPA Sludge Disposal Permit
(#2019-SC-64809)**

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT**

LOG NUMBERS: 2019-64809

PERMIT NO.: 2019-SC-64809

BUREAU ID: W1114540001

**FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS**

DATE ISSUED: December 20, 2019

PREPARED BY: Northern Moraine Sanitary District

SUBJECT: NORTHERN MORAINÉ WATER RECLAMATION DISTRICT- Sludge Disposal

PERMITTEE TO OPERATE

Northern Moraine Water Reclamation District
P.O. Box 240
Island Lake, Illinois 60042

Permit is hereby granted to the above designated permittee(s) to operate water pollution control facilities described as follows:

Application of approximately 350 dry tons per year of aerobically digested sewage sludge to agricultural lands at rates not to exceed the agronomic nitrogen demand of the crop grown.

This operating permit expires on November 30, 2024.

This permit renews and replaces Permit Number 2015-SC-59713 which was previously issued for the herein permitted facilities.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: Sludge applied to land under this permit shall comply with 32 Ill. Adm. Code 330.40(d).

SPECIAL CONDITION 2: Sludge, which is to be land applied shall be sampled for radium on an annual basis. The resulting data shall be submitted to both the Illinois Environmental Protection Agency and the Illinois Emergency Management Agency. Data shall be submitted to the Illinois Emergency Management Agency at the following address:

Illinois Emergency Management Agency
Attn: Treatment Residuals Exemption
1035 Outer Park Drive
Springfield, Illinois 62704

SPECIAL CONDITION 3: For the duration of this permit, the permittee shall determine the quantity of sludge produced by the treatment facility in dry tons or gallons with a percent total solids analysis. The permittee shall maintain adequate records of the quantities of sludge produced and have said records available for Agency inspection. The permittee shall submit to the Agency a semi-annual summary report of the quantities of sludge generated and disposed (in units of dry

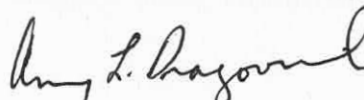
Page 1 of 4

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

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dge\permits\2019-64809.docx

DIVISION OF WATER POLLUTION CONTROL

cc: EPA-Des Plaines FOS
Illinois Emergency Management Agency
Records - Municipal


Amy L. Dragovich, P.E.
Manager, Permit Section

**READ ALL CONDITIONS CAREFULLY:
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
 - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
 - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
 - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT**

LOG NUMBERS: 2019-64809

PERMIT NO.: 2019-SC-64809

BUREAU ID: W1114540001

**FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS**

DATE ISSUED: December 20, 2019

PREPARED BY: Northern Moraine Sanitary District

SUBJECT: NORTHERN MORAINES WATER RECLAMATION DISTRICT- Sludge Disposal

tons) by different disposal methods including but not limited to application on farmland, application on reclamation land, landfilling, public distribution, dedicated land disposal, sod farms, storage lagoons or any other specified disposal method. Said reports shall be submitted to the Agency by January 31 and July 31 of each year reporting the preceding July through December and January through June sludge disposal operations respectively. The permittee shall submit the semi-annual sludge management report to the following address:

Illinois Environmental Protection Agency
Bureau of Water
Compliance Assurance Section
Mail Code #19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 4: For the duration of this permit, the permittee shall sample all different sludges being applied to land or publicly distributed on a quarterly basis and chemically analyze said samples in accordance with the recommended procedures contained in the latest edition of Standard Methods for the Examination of Water and Wastewater for the following parameters:

Nutrients	Metals	Other
Total Kjeldahl Nitrogen	Cadmium	pH
Ammonia Nitrogen	Copper	% TS
Phosphorus	Lead	% VS
Potassium	Manganese	
	Nickel	
	Zinc	

In addition to the above parameters, anaerobically digested sludge shall also be tested for volatile acids. The results of these analyses shall be submitted to this Agency on a quarterly basis. The permittee shall update the sludge application rate utilizing all sludge analyses obtained after the previous sludge application period.

SPECIAL CONDITION 5:

A. Sludge shall be applied to sites within the following guidelines:

1. Sludge shall not be applied to sites during precipitation.
2. Sludge shall not be applied to sites which are saturated or with ponded water.
3. Sludge shall not be applied to ice or snow covered sites.
4. Frozen land, which is not ice or snow covered and has a slope of 5% or less, may be used for land application of sludge provided a 200 foot grassy area exists between the sludge applied land and any surface water or potable water supply well.

**READ ALL CONDITIONS CAREFULLY:
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
 - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
 - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
 - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT**

LOG NUMBERS: 2019-64809

PERMIT NO.: 2019-SC-64809

BUREAU ID: W1114540001

**FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS**

DATE ISSUED: December 20, 2019

PREPARED BY: Northern Moraine Sanitary District

SUBJECT: NORTHERN MORAINES WATER RECLAMATION DISTRICT- Sludge Disposal

- B. It is not recommended that sludge be applied to sites:
1. When precipitation is imminent,
 2. Which have received greater than 1/4 inch rainfall within the 24-hour period preceding the intended sludge application time.
- C. Sludge shall not be applied to land which lies within 200 feet from a community water supply well, potable water supply well, surface waters or intermittent streams or within one-fourth of a mile of any potable water supply wells located in consolidated bedrock such as limestone or sinkhole areas unless a 50 foot depth of non-sandy or non-gravelly unconsolidated material exists. In no case shall sludge be applied within 400 feet of a community water supply well deriving water from an unconfined shallow fractured or highly permeable bedrock formation or from an unconsolidated and unconfined sand and gravel formation.
- D. Sludge shall not be applied within 100 feet of an occupied residence.
- E. Sludge shall not be applied to sites during the periods in which the seasonal high water table rises within 3 feet of the surface at the site.
- F. Sludge shall only be applied to land with a background soil pH of 6.5 or greater unless lime or other suitable materials are applied to the site prior to sludge application to raise the soil pH to a minimum of 6.5.
- G. Sludge shall be applied and incorporated into the site soils within the following guidelines:
1. Sludge may be surface applied without incorporation only if the site slope is less than 8% and the annual soil loss does not exceed 5 tons/acre as determined by the Universal Soil Loss Equation.
 2. Sludge shall be incorporated if:
 - a) Site slope exceeds 8% but the annual soil loss is less than 5 tons/acre, or
 - b) Site slope is less than 8% but the annual soil loss exceeds 5 ton/acre.
 3. Sludge shall not be applied to a site with slope greater than 8% with annual soil loss in excess of 5 ton/acre.
 4. Unless surface application is allowed pursuant to this condition, or otherwise specified in this permit, sludge shall be incorporated within 48 hours of application or prior to any rainfall whichever is more restrictive.
- H. Sludge amended land shall have a crop grown and harvested pursuant to normal agricultural practices.
- I. The delivery and application of sludge, and the choice of an application site, shall be made so as to minimize the emission of odors to nearby residents taking into account the direction of wind, humidity and day of the week.
- J. Sludge application shall not exceed the following maximum metal loading rates over the lifetime of a site (pounds per acre).

**READ ALL CONDITIONS CAREFULLY:
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
 - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
 - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
 - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT**

LOG NUMBERS: 2019-64809

PERMIT NO.: 2019-SC-64809

BUREAU ID: W1114540001

**FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS**

DATE ISSUED: December 20, 2019

PREPARED BY: Northern Moraine Sanitary District

SUBJECT: NORTHERN MORAINES WATER RECLAMATION DISTRICT- Sludge Disposal

1. Soils with 5-15 meq/100 grams Cation Exchange Capacity (CEC):

<u>Metal</u>	<u>Total Loading</u>	<u>Annual Loading</u>
Cadmium	10	2
Nickel	100	--
Copper	250	--
Zinc	500	--
Manganese	900	--
Lead	1000	--

2. Soils with 0-5 meq/100 grams CEC shall apply only half the metal loading rates set forth in item J(1) above.
3. Soils with 15 or greater meq/100 grams CEC may apply double the total metal loading rates set forth in item J(1) above, however a supplemental permit shall be required for that specific site.

K. Sludge stored off the sewage treatment plant site shall be performed within the following guidelines:

1. Off-site interim storage of liquid sludge shall not be allowed.
2. Off-site interim storage of dried sludge in excess of 30 days shall not be allowed. In addition, measures shall be taken to contain runoff and leachate from any dried sludge that is stored.
3. Off-site stockpiling of sludge is prohibited from November 15 to March 1, unless such stockpiling occurs on sites specifically identified in an effective State Operating Permit as suitable for application on ice and/or snow covered ground.
4. Sludge stockpiled on sites not approved for winter application after November 15 shall be returned to the generating facility or moved to a site approved for application on ice and/or snow covered ground.

L. Users applying sludge to sites greater than 300 acres under common ownership or control or users of more than 1500 dry tons per year shall obtain a sludge user permit from this Agency unless the site is specifically identified in the permittee's application.

M. User information sheets, in conformance with the Design Criteria for Sludge Application on Land (Title 35, Subtitle C, Chapter II, Part 391), shall be provided by the permittee to all sludge users and shall be signed by sludge users requesting more than 25 cubic yards. Records regarding sludge users shall be retained by the permittee for the duration of this permit and 2 years after the expiration date of this permit.

N. No sooner than 90 days and no later than 7 days prior to the application of sludge to land written notice shall be provided to the owner(s) of the land receiving the sludge, the owners of land adjacent to the land receiving the sludge and the Township and County officials whose jurisdiction encompasses the sludge application site.


O. The permittee shall retain agronomic calculations and supporting sludge analyses for a period of not less than 5 years. Said sludge analysis shall be in compliance with 40 CFR 503.8 and 35 Ill. Adm. Code 391.501. Such records shall be available to any person or party upon request.

**READ ALL CONDITIONS CAREFULLY:
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
 - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
 - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
 - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

Attachment B - Summary of Submitted 2020 IEPA 503 Sludge Report

NPDES FORM 6100-035		UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460 BIOSOLIDS ANNUAL REPORT	Form Approved. OMB No. 2040-0004. Exp. 03/31/2022
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EPA's sewage sludge regulations require certain publicly owned treatment works (POTWs) and Class I sewage sludge management facilities to submit to a Sewage Sludge (Biosolids) Annual Report (see 40 CFR 503.18 (https://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_118), 503.28 (https://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_128), 503.48 (https://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_148)). Facilities that must submit a Sewage Sludge (Biosolids) Annual Report include POTWs with a design flow rate equal to or greater than one million gallons per day, POTWs that serve 10,000 people or more, Class I Sludge Management Facilities (as defined by 40 CFR 503.9 (https://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_19)), and facilities otherwise required to file this report (e.g., permit condition, enforcement action, state law). This is the electronic form for Sewage Sludge (Biosolids) Annual Report filers to use if they are located in one of the states, tribes, or territories (<https://www.epa.gov/npdes/npdes-state-program-information>) where EPA administers the Federal biosolids program.

For the purposes of this form, the term 'sewage sludge' (https://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_19) also refers to the material that is commonly referred to as 'biosolids'. EPA does not have a regulatory definition for biosolids but this material is commonly referred to as sewage sludge that is placed on, or applied to the land to use the beneficial properties of the material as a soil amendment, conditioner, or fertilizer. EPA's use of the term 'biosolids' in this form is to confirm that information about beneficially used sewage sludge (a.k.a. biosolids) should be reported on this form.

Public Availability of Information Submitted on and with General Permit Reports

EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the NPDES eReporting Help Desk (NPDESereporting@epa.gov (mailto:NPDESereporting@epa.gov)) for further guidance.

Please note that EPA may contact you after you submit this report for more information regarding your sewage sludge management program.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with EPA regulations (40 CFR 503.18, 503.28, and 503.48). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 3 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden including through the use of automated collection techniques to the Director, Regulatory Support Division, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Facility Information

Facility Name: NORTHERN MORAINES WW REC DIST

NPDES ID: ILL031933

Program Information

Please select all of the following that apply to your obligation to submit a Sewage Sludge (Biosolids) Annual Report in compliance with 40 CFR part 503. The facility is:

- ☐ a POTW with a design flow rate equal to or greater than one million gallons per day
- ☒ a POTW that serves 10,000 people or more

In the reporting period, did you manage your sewage sludge or biosolids using any of the following management practices: land application, surface disposal, or incineration?

☒ YES ☐ NO

If your facility is a POTW, please provide the estimated total amount of sewage sludge produced at your facility for the reporting period (in dry metric tons). If your facility is not a POTW, please provide the estimated total amount of biosolids produced at your facility for the reporting period (in dry metric tons).

256.86

Reporting Period Start Date: 01/01/2020 **Reporting Period End Date:** 12/31/2020

Treatment Processes

Processes to Significantly Reduce Pathogens (PSRP):
Aerobic Digestion

Processes to Further Reduce Pathogens (PFRP):

Physical Treatment Options:

Thickening (e.g., Gravity and/or Flotation Thickening, Centrifugation, Belt Filter Press, Vacuum Filter, Screw Press)

Other Processes to Manage Sewage Sludge:

Analytical Methods

Did you or your facility collect sewage sludge or biosolids samples for laboratory analysis?

☒ YES ☐ NO

Analytical Methods

- EPA Method 6010 - Arsenic (ICP-OES)
- EPA Method 6010 - Cadmium (ICP-OES)
- EPA Method 6010 - Chromium (ICP-OES)
- EPA Method 6010 - Copper (ICP-OES)
- EPA Method 6010 - Lead (ICP-OES)
- EPA Method 7471 - Mercury (CVAA)
- EPA Method 6010 - Molybdenum (ICP-OES)
- EPA Method 6010 - Nickel (ICP-OES)
- EPA Method 6010 - Selenium (ICP-OES)
- EPA Method 6010 - Zinc (ICP-OES)
- Standard Method 4500-NH₃ - Ammonia Nitrogen
- Standard Method 2540 - Total Solids
- Standard Method 2540 - Volatile Solids
- EPA Method 9045 - pH (> 7% solids)
- Standard Method 9221 - Fecal coliform

Other Analytical Methods

- Other Specific Oxygen Uptake Rate Analytical Method

Other Analytical Methods Text Area:

ASTM-D22216 - Percent Moisture-Rev 2005

Sludge Management - Land Application

ID: 001

Amount: 256.86

Management Practice Detail: Agricultural Land Application

Bulk or Bag/Container: Bulk

Handler, Preparer, or Applier Type: On-Site Owner or Operator

Pathogen Class: Class B

Sewage Sludge or Biosolids Pathogen Reduction Options:

- Class B-Alternative 1: Fecal Coliform Geometric Mean

Sewage Sludge or Biosolids Vector Attraction Reduction Options:

- Option 1 - Volatile Solids Reduction

Did the facility land apply bulk sewage sludge when one or more pollutants in the sewage sludge exceeded 90 percent or more of any of the cumulative pollutant loading rates in Table 2 of 40 CFR 503.13?

☐ YES ☒ NO ☐ UNKNOWN

INSTRUCTIONS: Pollutants, pathogen densities, and vector attraction reduction must be monitored when sewage sludge or biosolids are applied to the land. Please use the following section to report monitoring data for the land application conducted by you or your facility in the reporting period for this SSUID. These monitoring data should be representative of the sewage sludge or biosolids that was applied to land during the compliance monitoring period for this SSUID (40 CFR 503.8(a) (http://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_18)). All pollutant monitoring data should be reported in milligrams per kilogram (mg/kg), dry weight basis. EPA will be using these data to demonstrate compliance with EPA's land application requirements (40 CFR 503, Subpart B).

Compliance Monitoring Periods

INSTRUCTIONS: Please use the table below to identify the start date and end date for each compliance monitoring period. The number of compliance monitoring periods reported will correspond to the required frequency of monitoring (monthly, quarterly, semi-annually, or annually). For example, if monthly monitoring is required, you should report 12 compliance monitoring periods. The required frequency is determined by the number of metric tons (dry weight basis) of sewage sludge or biosolids land applied in the reporting period for this SSUID (40 CFR 503.16 (http://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_116)).

Compliance Monitoring Event No. 1

Compliance Monitoring Period Start Date:
01/01/2020

Compliance Monitoring Period End Date:
12/31/2020

Do you have analytical results to report for this monitoring period? ☒ YES ☐ NO

Are you reporting maximum pollutant concentrations that are equivalent to the monthly average pollutant concentrations for this compliance monitoring event? [For example, this will be the case if you only collected and analyzed one sample of sewage sludge or biosolids for this compliance monitoring period.]

☐ YES ☒ NO

Maximum Concentration Data for All Sewage Sludge or Biosolids Applied to Land

This section summarizes the maximum pollutant concentrations in the biosolids or sewage sludge that was applied to land during the compliance monitoring period for this SSUID. In accordance with 40 CFR 503.13(a) (http://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_113), EPA's regulations prohibit land application of bulk sewage sludge or sewage sludge sold or gave away sewage sludge in a bag or other container when one or more sewage sludge pollutant concentrations in the sewage sludge exceed a land application ceiling pollutant limit (Table 1 of 40 CFR 503.13 (http://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_113)). EPA will compare the pollutant concentrations in this section against the ceiling concentration limits in Table 1 of 40 CFR 503.13 (http://www.ecfr.gov/cgi-bin/text-idx?node=pt40.32.503&rgn=div5#se40.32.503_113) to identify noncompliance events. All pollutant monitoring data should be reported in milligrams per kilogram (mg/kg), dry weight basis.

Please only select a "No Data Indicator Code" if you are reporting no data for the sampling period or particular parameter.

Sewage Sludge or Biosolids Parameter	Value Qualifier	Parameter Concentration (mg/kg, dry-weight basis or Pass/Fail)	If No Data, Select One Of The Following
Arsenic	=	8.2	
Cadmium	=	0.848	
Copper	=	791	
Lead	=	35.3	
Mercury	=	0.459	
Molybdenum	=	7.98	
Nickel	=	12.2	
Selenium	=	7.73	
Zinc	=	980	

Pathogen And Vector Attraction Reduction

Report the pathogen densities in the sewage sludge or biosolids that was applied to land during the reporting year for this SSUID. Please report the maximum pathogen density for Class A sewage sludge or biosolids. When using the Class B – Alternative 1 management option, please report the geometric mean of the density of fecal coliform in Class B sewage sludge or biosolids [see 40 CFR 503.32(b)(2)].

Sewage Sludge or Biosolids Parameter	Value Qualifier	Value	If No Data, Select One Of The Following
Fecal Coliform	=	43928	

Report the vector attraction reduction data for the biosolids or sewage sludge that was placed on an active sewage sludge unit during the compliance monitoring period for this SSUID.

Sewage Sludge or Biosolids Parameter	Value Qualifier	Value	If No Data, Select One Of The Following
Solids, total volatile percent removal	=	50.2	

Monthly Average Pollutant Concentration Data for All Sewage Sludge or Biosolids Applied to Land

This section summarizes the monthly average pollutant concentrations in the biosolids or sewage sludge that was applied to land during the compliance monitoring period for this SSUID. All pollutant monitoring data should be reported in milligrams per kilogram (mg/kg), dry weight basis.

Sewage Sludge or Biosolids Parameter	Value Qualifier	Parameter Concentration (mg/kg, dry-weight basis or Pass/Fail)	If No Data, Select One Of The Following
Arsenic	=	6.22	
Cadmium	=	0.785	
Copper	=	693.75	
Lead	=	16.105	
Mercury	=	0.346	
Nickel	=	11.2	
Selenium	=	6.05	
Zinc	=	887	

Report the average concentration (mg/kg, dry weight basis) of Total Nitrogen (TKN plus Nitrate-Nitrite, as N) in the sewage sludge or biosolids that was applied to land during the compliance monitoring period for this SSUID.

Sewage Sludge or Biosolids Parameter	Value Qualifier	Parameter Concentration (mg/kg, dry-weight basis)	If No Data, Select One Of The Following
Total Nitrogen (TKN plus Nitrate-Nitrite)	=	53725	

Sludge Management - Surface Disposal

Sludge Management - Incineration

Sludge Management - Other Management Practice

Additional Information

Please enter any additional information that you would like to provide in the comment box below.

Additional Attachments

Name	Created Date	Size
a. 2020 503 Cover Letter.pdf	02/02/2021 4:19 PM	99.63 KB
b. 2020 503 Narrative.pdf	02/02/2021 4:19 PM	140.58 KB
c. 2020 503 Pathogen & Vector Certification.pdf	02/02/2021 4:19 PM	137.87 KB

c. 2020 503 Pathogen & Vector Certification.pdf	02/02/2021 4:19 PM	137.97 KB
d. 2020 503 Fecal Geo Mean Worksheet.pdf	02/02/2021 4:19 PM	55.64 KB
e. 2020 503 VS Reduction Worksheet.pdf	02/02/2021 4:19 PM	80.29 KB
f. 2020 503 Site Certification Statement.pdf	02/02/2021 4:19 PM	136.77 KB
g. 2020 503 Metals Nutrients, & Misc. Worksheet.pdf	02/02/2021 4:19 PM	102.05 KB
h. 2020 Jan. - June IEMA Residuals Report.pdf	02/02/2021 4:19 PM	2.16 MB
i. 2020 July - Dec. NMWRD Semiannual Treatment Residuals Report to IEMA.pdf	02/02/2021 4:19 PM	2.05 MB
j. 1.1.20 - 6.30.20 IEPA Semiannual Sludge Report.pdf	02/02/2021 4:20 PM	1.89 MB
k. 7.1.20 - 12.31.20 NMWRD Semiannual Sludge Management Report to IEPA.pdf	02/02/2021 4:20 PM	1.76 MB
l. 2020 Q1 Sludge Analysis Report to IEPA.pdf	02/02/2021 4:20 PM	725.62 KB
m. 2020 Q2 Sludge Analysis Report to IEPA.pdf	02/02/2021 4:20 PM	645.34 KB
n. 2020 Q3 Sludge Report to IEPA.pdf	02/02/2021 4:20 PM	1.23 MB
o. 2020 Q4 Sludge Report to IEPA.pdf	02/02/2021 4:20 PM	1.37 MB

Certification Information

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 have no personal knowledge that the information submitted is other than 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. Signing an electronic document on behalf of another person is subject to criminal, civil, administrative, or other lawful action.

Certified By: Luke R. Markko (LUKEMARKKO)

Certified On: 02/03/2021 10:42 AM

2020 NMWRD 503 Report worksheet

Metals	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Maximum	503 reported value Average
Arsenic mg/Kg Dry	5.64	<	5.2		8.2		5.82		8.2	6.22
Cadmium mg/Kg Dry	0.848		0.742		0.717		0.833		0.848	0.785
Chromium mg/Kg Dry	10.4		11.5		13.6		13.6		13.6	12.275
Copper mg/Kg Dry	639		631		791		714		791	693.75
Lead mg/Kg Dry	35.3		7.55		9.07		12.5		35.3	16.105
Manganese mg/Kg Dry	646		403		456		340		646	461.25
Molybdenum mg/Kg Dry	4.66		6.98		7.98		7.2		7.98	6.71
Nickel mg/Kg Dry	10.9		10.6		12.2		11.1		12.2	11.2
Phosphours mg/Kg Dry	34,100		29,300		32,500		32,100		34100	32000
Potassium mg/Kg Dry	2,100		3,210		1,730		2,400		3210	2360
Selenium mg/Kg Dry	5.57		5.9		7.73		5		7.73	6.05
Zinc mg/Kg Dry	823		768		980		977		980	887
Mercury mg/Kg Dry	0.459		0.263		0.315		0.348		0.459	0.346

<----- 503 Report Asks for Maximum values & Average

Nutrients & Misc.	Q1		Q2		Q3		Q4		Max	Ave.
Nitrogen, Ammonia mg/Kg Dry	18	<	23.4	<	4,300		258		4300	1149.825
pH	6.76		8.2		7.66		6.73		8.2	7.3375
% Moisture	72		79		77		77		79	76.25
TKN mg/Kg Dry	55,300		77,100		66,700		15,800		77100	53725
%T.S.	27.9		21.3		22.9		22.7		27.9	23.7
% TVS	57.4		65.4		59.5		61.7		65.4	61

Stockpile Radium	Q1		Q2		Q3		Q4	
Radium 226	7.12	+/- 0.952	7.15	+/- 1.13	9.49	+/- 1.19	9.76	+/- 1.25
Radium 228	12.7	+/- 1.57	14.1	+/- 1.77	15.1	+/- 1.94	14.5	+/- 1.81
Combined	19.82		21.25		24.59		24.26	



US503 Biosolids Application Site Certification Statement

January 25th, 2020

I certify, under penalty of law, that the land application site restrictions and management practices outlined in 40 CFR 503 have been met to the best of my knowledge. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the pathogen and vector attraction reduction requirements have been met before, during and after land application. I am aware that there are significant penalties for false certification including fine and imprisonment.

Northern Moraine WRD

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US503 Pathogen & Vector Attraction Reduction Certification Statement

January 25th, 2020

I certify, under penalty of law, that the Class B pathogen requirements in paragraph 503.32(b), alternative B1 fecal coliform count and the vector attraction reduction requirement in paragraph 503.33(b)(1) option 1 volatile solids (VS) reduction have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the pathogen and vector attraction reduction requirements have been met. I am aware that there are significant penalties for false certification including fine and imprisonment.

Northern Moraine WRD

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