

LakeCounty

Purchasing Division

<http://doingbusiness.lakecountyil.gov/>

Waukegan Campus

Please note the submission location is:

Lake County

Attn: Purchasing Division

18 N. County Street – 9th Floor
Waukegan, IL 60085-4350

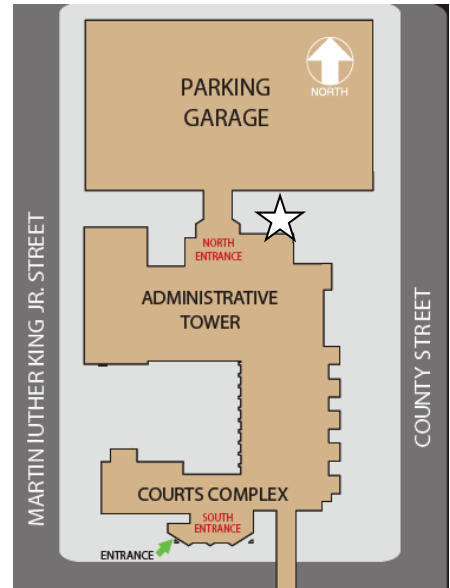
Contact information for Lake County Purchasing is:

Purchasing Division

Phone 847-377-2992

Fax 847-984-5889

Email: purchasing@lakecountyil.gov



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.

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<u>BID No.</u> Bid # 17176	Vendor Name: _____
<u>Buyer</u> Yvette Albarran	Deliver to:
<u>Bid Description</u> Biosolids Management Program for the Public Works Department	Lake County ATTN: PURCHASING DIVISION
<u>BID Due Date*</u> August 3, 2017 at 2:00 p.m.	18 N. County Street – 9 th Floor Waukegan, IL 60085-4350

*Please note: Responses are due at the 9th floor reception desk and shall be time stamped by 2:00 p.m. CST on the required due date. Please allow sufficient time for parking, passing through security and arriving at the 9th floor.



SUBMISSION INFORMATION

Lake County
Purchasing Division
18 North County Street - 9th floor
Waukegan, Illinois 60085-4350, (847) 377-2929
[EMAIL: purchasing@lakecountyil.gov](mailto:purchasing@lakecountyil.gov)

INVITATION#: 17176
BID OPENING DATE: August 3, 2017
TIME: 2:00 p.m. Local Time
LOCATION: Purchasing Division
Submit one (1) original and one (1) electronic copy on a CD or flash drive

Access Bid Results:
<http://www.lakecountypurchasingportal.com>

ISSUANCE DATE: July 13, 2017
BUYER: Yvette Albarran

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

BIOSOLIDS MANAGEMENT PROGRAM for Lake County Public Works Department

Bid Item #	Description	Estimated Qty.	Unit of Measure	Unit Price	Extended Amount
1.0	Bid price for removal, transportation, and LAND APPLICATION of de-watered, aerobically digested BIOSOLIDS (Class B) from specified, Lake County Wastewater Treatment Facilities.	11,000	Cubic Yards	\$	\$`
2.0	Bid price for removal, transportation, and LAND APPLICATION of dried BIOSOLIDS (Class A-EQ) from specified, Lake County Wastewater Treatment Facilities, when directed by owner.	3000	Cubic Yards	\$	\$
3.0	Bid price for removal, transportation, and LANDFILL DISPOSAL of de-watered, aerobically digested BIOSOLIDS (Class B) from specified, Lake County Wastewater Treatment Facilities, when directed by the owner.	3,000	Cubic Yards	\$	\$
	TOTAL BID AMOUNT				\$

BIDDERS SHALL IDENTIFY ADDITIONAL PERMITTED LANDFILL SITES ON THE BID SHEET.

Name and location of permitted Landfill Sites	Name and location of permitted Landfill Sites
1. Zion Landfill	2.
3.	4.

OPTIONAL SERVICES

Bid Item #	Description	Estimated Qty	Unit of Measure	Unit Price	Extended Amount
4.0	Trucking of dried Class A-EQ biosolids from Des Plaines WRF to selected sites (parks, golf courses, forest preserve, etc.) within Lake County, less than 30 miles.	3000	Cubic Yards	\$	\$
5.0	Trucking of dried Class A-EQ biosolids from Des Plaines WRF to selected sites outside of Lake County, 30 – 45 miles.	2000	Cubic Yards	\$	\$
6.0	Provide a trained technician who can operate the Komline Dryer unit for a 3 – 6 months period.	480 hrs.	Hourly rate	\$	\$
7.0	Bid price for removal, transportation, and LANDFILL DISPOSAL of dried BIOSOLIDS (Class A-EQ) from specified, Lake County Wastewater Treatment Facilities, when directed by the owner.	3000	Cubic Yards	\$	\$
8.0	Removal and transportation of approximately 9,000 cubic yards per year of dewatered, aerobically digested, Class B biosolids from New Century Town WRF and Mill Creek WRF to the Des Plaines plant.	9,000	Cubic Yards	\$	\$

A pre-bid meeting and site inspection will be held on July 20, 2017, at 9:30 a.m. at the Des Plaines River WWTP, 800 Krause Drive, Buffalo Grove, IL 60089

NOTE TO BIDDERS: Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

If a bid includes any exceptions, Bidders must insert an “X” in the following box indicating a bid submission with exceptions.

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The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.

Prompt payment discount: ____% ____ days.

Authorized Signature: _____

Company Name: _____

Typed/Printed Name: _____

Date: _____

Title: _____

Telephone Number: _____

Email Address: _____

Fax Number: _____

LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Lake County Purchasing Division until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Lake County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Lake Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has sixty (60) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsible bidder meeting specifications. The County reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce this contract.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

BIOSOLIDS MANAGEMENT PROGRAM for the Lake County Public Works Department

GENERAL TERMS AND CONDITIONS

Lake County, Waukegan, IL

July 2017

1. OVERVIEW

Lake County is seeking the services of a professional, biosolids management firm to be responsible for all aspects of the Lake County Biosolids Management Program. This includes: site permitting, public relations, preparation of reports to regulatory agencies and the owner, transportation of biosolids, land application of biosolids, landfill disposal of biosolids and all other requirements of a professional biosolids management program.

It is the express preference of Lake County to use the Class A Exceptional Quality biosolids produced for beneficial use. When this is not practical, LAND APPLICATION of the biosolids is acceptable. When land application is not possible, the contractor shall use the Zion landfill or an approved site for biosolids disposal.

Lake County will have a regional Class A Exceptional Quality biosolids facility at the Des Plaines River WRF. A tentative schedule with approximate production is noted below:

The Oct/ Nov 2017 start-up period: assume 30% of DesPlaines sludge being converted to CLASS A

Dec 2017 to May 2018: assume 100 % of DesPlaines sludge being converted to CLASS A

June 2018 and beyond: assume 100 % of DPR, MC and VH being converted to CLASS A

2. SCOPE OF WORK

The project shall include but not limited to (a) the removal, transportation, land application, or landfilling of approximately 3000 cubic yards of Class EQ A biosolids from the Des Plaines River WRF (b) the removal, transportation, land application, or landfilling of approximately 11,000 cubic yards per year of dewatered, aerobically digested, Class B biosolids from the Des Plaines River Water Reclamation Facility, the New Century Town Water Reclamation Facility, and the Mill Creek Water Reclamation Facility (c) the transportation of approximately 9000 cubic yards of Class B biosolids from the New Century Town Water Reclamation Facility and the Mill Creek Water Reclamation to the Des Plaines River WRF.

- The contractor shall remove dried biosolids from the Des Plaines facility for delivery to site(s) within or outside of Lake County for beneficial use.
- The contractor, when requested by owner, will remove dewatered/dried biosolids from specified wastewater facilities and dispose of them in accordance with the Contractor's and Lake County's Land Application Permits. (A Copy of the County's Sludge Permit is included at the end of this document.)
- The contractor, when requested by owner, will remove dewatered/dried biosolids from specified wastewater facilities and dispose of them at a Landfill.
- The contractor shall be responsible for complying with any and all applicable laws, statutes, regulations, ordinances, permits, and directives.
- It shall be the responsibility of the contractor to provide any and all labor, equipment, materials, permitted sites, permits, reports as required by Federal and State regulatory agencies to meet the requirements as a hauler and applier of biosolids in accordance with U.S. EPA 40CFR Part 503 regulators, and other resources necessary to perform as required, except as otherwise indicated in these specifications.
- The contractor shall furnish up to five (5) thirty-cubic yard (30 Cu. Yd.) tri-axle trailers, in which the biosolids will be directly loaded during the dewatering operation
- The contractor shall furnish the trucking needed for the delivery of the Class A EQ biosolids to various end users.
- The contractor shall assist owner with the collection of soil samples when the Class A EQ biosolids is applied and used for beneficial purpose. A custody form shall be used to document and track sample collection site.

Optional Services

- Provide a trained technician to operate the Komline Dryer unit:

The bidder shall provide a technician knowledgeable in the operation and startup of the Komline Dryer. This individual will aid in the daily operation, production, and startup of the dryer. They will work with Lake County personnel to achieve optimal performance, provide troubleshooting and technical assistance for a three to six-month period. The dryer's hours of operation will dictate the technicians working hours and shall not exceed 40 hours per week.

3. AWARD

Award will be made to the lowest responsive and responsible bidder based on the total bid amount who best meets the evaluation criteria specified herein.

4. EVALUATION CRITERIA

Bidders shall show documented experience in Biosolids management (as identified in this document) and be capable to perform in accordance with the specifications, herein. Bids shall be evaluated as follows: (not listed in order of priority):

- Bid pricing
- Response to contractor qualifications form
- Past work experience with related programs

5. BID PRICE

Contract shall be awarded to the lowest responsive and responsible bidder based on the unit price, per cubic yard of biosolids hauled and disposed from three (3) wastewater treatment plants in Lake County, who best meets the specifications, including, but not limited to, experience, capability, financial stability and related qualifications, in accordance with the award criteria specified herein.

The price bid for each cubic yard is the full purchase price, including but not limited to:

- A. All transportation charges to and from destination.
- B. All handling charges
- C. All land-fill charges including tipping fees.
- D. All premiums on insurance, bonds, material or service costs
- E. All current or future surcharges on fuel or any other commodity
- F. All other overhead charges of every kind and nature
- G. Trucks/trailers used for transportation

6. TERM

This contract shall be in effect for a (1) year period. Lake County reserves the right to renew this contract for two (2) additional one (1) year period(s), subject to acceptable performance by the Contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

7. SUBMISSION OF BIDS

Bids will be accepted until 2:00 p.m. local time, August 3, 2017, at the Lake County Purchasing Division, 9th Floor, and 18 North County Street, Waukegan, Illinois 60085-4350.

Each bid must include the following completed and signed forms:

- a. "Invitation to Bid" form
- b. Qualification Form and all attachments
- c. Reference Form
- d. Sustainability Statement
- e. Addendum Acknowledgement Form

8. ESTIMATED QUANTITY

Quantities indicated are estimated and will be ordered on an as-required basis during the life of this contract. The County does not guarantee any specific amount and shall not be held responsible for any deviation therefrom. This contract shall cover the County's requirements whether more or less than the estimated amount.

9. ESCALATOR PROVISION

Prices shall remain firm/fixed for a one (1) year period. Written requests for price revisions after the initial one (1) year period shall be submitted sixty (60) days prior to the price increase effective date, to Lake County Purchasing Division. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. Current releases of the manufacturers' price lists may be considered acceptable documentation for a request for a price increase. Surcharges for fuel and/or other costs shall not be allowed other than in accordance with the Escalator Provision as stated herein. The County reserves the right to reject any price increase and to terminate the contract. If Lake County accepts the price increase, such increase shall be effective thirty (30) days after acceptance.

10. REFERENCES

References must be provided as requested on the Reference Page. Bidders shall complete and submit the Reference Form with their bid.

11. ADDENDUM ACKNOWLEDGEMENT

Any and all changes to the specifications, terms, and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. Bidders shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

12. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the bid number and addendum link. Questions may also be submitted via email to purchasing@lakecountyl.gov. All questions shall be submitted no less than seven (7) days prior to the bid opening date. ANY and ALL changes to these specifications are valid only if included in an addendum issued by Lake County Purchasing. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda as issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

13. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms & Conditions, Lake County Invitation for Bids General Terms & Conditions and the Contractor's Bid Response.

14. BID REVIEW

After bid submittal, bids may be subjected to subsequent review. Lake County reserves the right to conduct follow up reference checks, request additional information or perform other activities related to comprehensive bid review and determination of the lowest responsive and responsible bidder who best meets the specifications.

15. INVOICES AND PAYMENTS

The Contractor shall submit an invoice(s) detailing the services and products provided in accordance with the payment provisions of this contract. Invoice shall show the purchase order number and the address where the product or service was provided. Payment shall be made in accordance with the Local Government Prompt Payment Act.

16. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person

indemnified hereafter.

17. INSURANCE

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois, naming Lake County as additional insured, and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker's Compensation Insurance covering all liability of the Offeror arising under the Worker's Compensation Act and Worker's Occupational Disease Act.
- Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
 - Premises/Operations, Independent Contractors,
 - Products/Completed Operations, Personal Injury and
 - Contractual Liability, limits of liability not less than:
 - \$ 1,000,000 each occurrence
 - \$ 2,000,000 general aggregate
- **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
Each Occurrence Limit: \$ 1,000,000
- **Contractor agrees that with respect to the above required insurance:**
 1. The CGL Policy shall be endorsed for the general aggregate to apply on a "per project" basis.
 2. To provide separate endorsements to name Lake County as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.
 3. The Contractor's insurance shall be primary in the event of a claim.
 4. Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to: Lake County Purchasing, 18 North County Street, Waukegan, Illinois 60085-4350.
 5. **Failure to comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, Lake County may purchase such insurance coverages and charge the expenses thereof to the Contractor.

18. NON-ENFORCEMENT BY THE COUNTY

The Contractor shall not be excused from complying with any of the requirements of the contract because of any failure on the part of the County, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

19. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

20. RESERVED RIGHTS

Lake County reserves the right to cancel this Invitation for Bid at any time, to reject any and all bids for any reason, to accept an alternate bid, to waive any informalities or exceptions in the bid and to award on a collective or individual item basis.

21. TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days' written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for items ordered and in transit in accordance with the terms and conditions of this contract. In the event that this contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

22. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.

The bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other

Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.

The bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.

23. ECONOMIC OPPORTUNITY PROGRAM

Lake County launched a **Buy Local. Build Local. Work Local.** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful bidders are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.

24. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regards to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

25. SUSTAINABILTY STATEMENT

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking bidders to provide a Statement of Sustainability to ensure our bidders are also incorporating sustainability into their firms' practices. Please complete Appendix A, included herein, and include it with the bidder's submission.

**BIOISOILDS MANAGEMENT PROGRAM for the Lake County Public Works Department
SPECIFICAITONS**

Lake County, Waukegan, IL

July 2017

Lake County's three (3) Water Reclamation Facilities (WRF), covered with this bid:

Des Plaines River WWTP
800 Krause Drive
Buffalo Grove, IL 60089

Site Contact: David Landshof
Phone: 847-377-4800
Estimated Annual Qty: 14,000 Cu. Yds.

New Century Town WWTP
50 S. American Way
Vernon Hills IL 60061

Site Contact: Mike K. Grinnell
Phone: 847-377-4850
Estimated Annual Qty: 7,000 Cu. Yds.

Mill Creek WWTP
16750 Ancona Avenue
Old Mill Creek IL 60083

Site Contact: Jimmy Tonias
Phone: 847-377-4840
Estimated Annual Qty: 2000 Cu. Yds.

1. SCHEDULE OF OPERATION AND FREQUENCY OF SERVICE

Normally, biosolids will be removed from the wastewater plants Monday through Friday from 7:00 a.m. to 3:00 p.m. However, should operational difficulties, equipment failure, or other problems occur at a facility, Lake County may, without prior notice to the contractor, limit the number of days per week that biosolids can be removed, temporarily cease operations, increase or decrease the quantity to be removed. The frequency of required pick-ups at each wastewater plant, will be AS NEEDED, as determined by the each wastewater plant operator.

2. EQUIPMENT AND TRANSPORTATION

Transport vehicles shall be the type(s) approved for this application by the County, and any other political jurisdiction involved in the transport or final disposal.

General requirements for vehicles hauling biosolids are that the hauler is licensed to transport special waste, that the vehicles have watertight bodies and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The contractor's equipment shall be compatible with the County's loading area and loading equipment and shall be maintained in a condition acceptable to the County.

Each vehicle shall be assigned its own particular number, which shall be displayed in a permanent, clearly visible manner satisfactory to the County. This number shall be displayed on each side of the vehicle in the same manner on each vehicle.

The vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the vehicle or on the roadways. This cleaning shall include, but not be limited to, external surfaces, wheels and under-carriages.

It shall be the contractor's responsibility to maintain the interior of the hauling vessel in such a manner as to prevent biosolids build-up, which would cause the empty weight of the unit to be in excess of that for which it is permitted. The County may require the contractor to remove said buildup at any time it is observed to be in excess. This shall not relieve the contractor of any responsibility with regard to the frequency or volume of hauling.

The contractor shall receive biosolids in all weather conditions, whenever it is made available, and shall be responsible for all problems related to proper handling and transportation. It shall be the full responsibility of the contractor to make whatever adjustments, provisions, etc., as may be necessary to satisfy this contract for transportation or land application of biosolids. These adjustments shall include, but not be limited to, provisions

for inclement / freezing weather, and the provision of transport vehicles as needed, in a staged and orderly fashion.

Vehicles shall be loaded within all legal weight limits. It shall be the sole responsibility of the contractor and his drivers to monitor the load of each truck to insure a legal weight. The County reserves the right to bar any driver who disregards the above.

All haul routes to any permitted storage or disposal site in any jurisdiction shall be determined in accordance with all applicable state and local laws. Said laws shall be strictly adhered to by the contractor and his designees.

Any violation of environmental regulations, weight regulations or traffic laws shall be the sole responsibility of the contractor, who shall hold the County harmless from any penalty or sanction, civil or criminal, imposed by reason of any such violation of environmental regulations, weight regulations or traffic laws.

Should a mechanical breakdown occur enroute to the disposal site, the contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of the biosolids. This shall be the sole responsibility of the contractor and carried out at his expense.

When a breakdown causes a vehicle to be removed from normal service, the contractor shall supply a back-up unit, which meets all criteria set forth in this document.

The County, at its discretion, may provide a parking area on the plant site for the overnight storage of the contractor's empty vehicles, if the contractor so desires. The County, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the contractor. The contractor shall not use County property as a work area to repair or service vehicles, or for biosolids storage, except as mutually agreed by the contractor and the County.

The contractor shall be responsible for the provision and replacement of all equipment as necessary to completely, efficiently, and expeditiously perform the work described herein and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet any circumstance, which may be created by peak periods of biosolids production.

3. STORAGE AND DISPOSAL

The contractor must provide short-term (30 days) off-site storage of biosolids to comply with IEPA land application standards.

Permitted off-site storage and disposal sites, must be adequate to accommodate the County's total dewatered or dried biosolids production.

Bidder must submit with their proposal a listing of all prospective storage and disposal sites, including capacities and locations. The contractor shall assure that the County, or its representatives, shall be afforded the right of access to all sites. All sites must be able to be issued the proper permits by the Illinois Environmental Protection Agency.

Whether the County will make accommodation for the contractor with regard to the parking of loaded vehicles on the plant site for any period of time will be decided on a case-by-case basis. No guarantee of accommodation will be made in these specifications.

Control of odors at the storage and disposal site(s) in accordance with state and local requirements and regulations shall be the sole responsibility of the contractor, and must be complied with at all times.

The contractor shall have permitted sites available, which have been specifically identified in an effective State of Illinois operating permit, as being suitable for application of biosolids to ice and/or snow covered ground.

4. SPILLS AND CLEAN-UP

The contractor shall keep his hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup of any spill, which occurs during the transportation of biosolids.

The contractor shall notify the County immediately should any spill occur which violates any permit condition or applicable regulation of any entity having jurisdiction over the contractors operations.

The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the contractor and conducted by the contractor, or at his sole expense, in accordance with all applicable laws and regulations.

5. DETERMINATION OF QUANTITY REMOVED

The contractor shall provide to the County a copy of a load sheet which details the following: date of removal, time truck left plant, truck number, driver name, cubic yards of biosolids loaded on the vehicle, approved field or site identification number. The quantity of biosolids loaded on a vehicle will be recorded as mutually agreed to by the County and the contractor.

6. BIOSOLIDS CLASSIFICATION

Laboratory analyses and classification of biosolids from each facility will be provided by Lake County as required under the state and federal regulations. Copies of these analyses will be supplied to the contractor in a written report. The report will include pollutant concentrations, pathogen reduction classification, and vector attraction reduction method.

7. PERMITS, REPORTS, AND RECORDS

It is a material requirement of this contract that the contractor shall obtain and maintain all permits necessary for the performance of this work. This shall include, but not be limited to, all permits necessary for the storage, hauling, and final disposal of biosolids.

Prior to commencing any work, the successful contractor shall obtain and furnish Lake County copies of all necessary approvals and permits, including, but not limited to, approvals and permits for equipment and the land disposal operation required by all governmental units and regulatory agencies.

The contractor shall provide Lake County with copies of all permit reports, which are required to be submitted to state or local regulatory agencies, especially those requirements pursuant under U.S. EPA 40CFR Part 503 regulations.

The contractor shall provide Lake County with a Daily Report. The Daily Report shall be completed on site by the driver prior to pulling each load. The Daily Report shall reflect the loads hauled from each site and will include at a minimum the following information:

- Date – The current date the load was pulled on
- Facility Name – Facility that generated the bio solids
- Hauler's Name – Company, firm or sub contractor's name
- Report Number - A unique value that identifies one report from another.

The following information may appear in a table or list:

- Load Number – each load pulled shall be numbered sequentially. The first load is one (1) and the second numbered two (2). This allows for multiple loads to appear on the daily report.
- Destination Site - Field code or field name where the bio solids will be hauled to.

- Destination State - State where the load will be taken to.
- Tractor Number
- Trailer Number
- Driver's Initial
- A copy of the daily report shall remain on site and be completed in a legible manner.
- The daily reports shall be matched with each invoice or bill. Failure to provide a Daily Report will be subject for review and non-payment.
- The contractor shall submit to Lake County a monthly operating report, which shall include at a minimum for each application site: agronomic application rate of biosolids, metals loading rate, cumulative loading of metals using units of measurement of kilograms per hectare, the cubic yards and corresponding dry tons of biosolids applied, site testing, and map of section indicating where application site is located. The monthly report must be submitted within thirty (30) days after the end of the operating month.
- The contractor shall submit to Lake County a semi-annual report giving the quantity of biosolids loaded for each approved application site. The quantity shall be reported by January 20th and July 20th in units of cubic yards and dry tons.
- The contractor shall submit to Lake County on or before January 31st of each year the federally-required certification statements for site restrictions and management practices.
- The contractor shall submit to Lake County on or before February 28th of each year the completed documentation to satisfy the Annual IEMA Biosolids Report.
- The contractor shall provide prior notification to abutting property owners and appropriate units of local government prior to land application of sludge in Lake County.
- Management practices must include adherence to slope restriction, seasonal water table restrictions, floodplain restrictions, and frozen and snow covered field restrictions
- A copy of signed waivers and all other reports must be sent to Lake County Public Works, 650 W. Winchester Rd., Libertyville, IL

8. LAND APPLICATION UNIT PRICE

- The price shall include the contractor furnishing up to five (5) thirty-cubic yard (30 Cu. Yd.) tri-axle trailers, in which the biosolids will be directly loaded during the dewatering operation:
- Two (2) at the Des Plaines River WRF
- Two (2) at New Century Town WRF
- One (1) at Mill Creek WRF
- Generally, the contractor shall be given forty-eight (48) hours advance notice when a transport vehicle is required. Bidders shall submit a firm unit price per cubic yard of biosolids removed for land application purposes. The unit price shall include all costs*, overhead, and profit to the contractor in fulfillment of this contract.

* All taxes, fees, surcharges, testing, or other requirements of any jurisdiction concerned in the disposal of the biosolids precipitated by this contract, which are in place at the time of proposal, must be included in the prices quoted.

9. LANDFILL DISPOSAL UNIT PRICE

The bidder shall bid the price per cubic yard to remove, transport and dispose biosolids in a landfill site at such times when directed by Lake County. Lake County Public Works has a disposal permit with the Zion Landfill.

BIOSOILDS MANAGEMENT PROGRAM for the Lake County Public Works Department**CONTRACTOR QUALIFICATIONS****Lake County, Waukegan, IL****July 2017**

(This section must be completed and returned with bid. Attach additional pages as required to complete required documentation.)

A. Name and Address of Office from which this contract will be administered

Name: _____

Address: _____

Phone: _____ Fax: _____

Project Manager: _____

Email: _____

Years in Business: _____ Number of Employees: _____

Annual Sales: \$ _____ Dunn & Bradstreet #: _____

B. Name and phone number of the in-house service staff Lake County will contact as may be required to obtain assistance.

Name: _____

Address: _____

Phone: _____ Fax: _____

C. List Additional Employees Who Will be Dedicated to Lake County for the Administration of This Contract:**(Attach additional pages as necessary)**

NAME	POSITION TITLE	NUMBER OF YEARS	AREA OF RESPONSIBILITY / EXPERIENCE	TASK
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CONTRACTOR QUALIFICATIONS (continued)

- Describe your overall experience working with and the land application of Class A biosolids.

- Describe your experience with the land application of Class B biosolids

- Describe your off-site storage procedure.

- Do you have working experience with the transportation of Class A EQ biosolids to other municipalities/end users for beneficial use – describe.

- Address of office and/or equipment maintenance building where this project will be managed and administered from, and number of years in business at that location.

- Examples of similar projects performed involving the hauling, temporary storage, and land application, of dewatered/dried biosolids.

- Examples of similar projects performed involving dewatered/dried biosolids to be removed from the County's facilities on a daily basis.

- Number of years and experience in the business of land applying non-hazardous waste products from municipalities and industries in the State of Illinois.

- Name(s) of staff agronomist(s) who will perform the agronomic and technical reporting requirements of this project. Indicate if the staff agronomist(s) has/have a minimum of a bachelor's degree in Agronomy or equivalent degree in agriculture from an accredited university.

- Ancillary service capabilities (mobile dewatering, management of liquid biosolids, Class A/Class B processing capability, etc.)

- Experience in writing biosolids management plans for land application projects of this nature.

- Experience in conducting public relations programs, promoting use of biosolids in agriculture.

CONTRACTOR QUALIFICATIONS (continued)

- Include a list of all rolling stock proposed to be dedicated to the performance of this contract, including make, model, age, and capacity of each tractor trailer and/or dump truck. Provide list of backup equipment to ensure the ability to transport and spread biosolids without interruption.
- Include an inventory of Illinois permitted sites and storage facilities which bidder may use; for each site list size in acres and location. This acreage to be verified with request for biosolids forms.
- Include resumes of key individuals who will be assigned to work on this contract.
- Include audited financial statements for the last three (3) fiscal years.
- If the bidder is a subsidiary of another corporation, the above information shall also be supplied for the parent corporation. The County reserves the right to require any additional information necessary to determine the financial integrity and responsibility of any bidder.
- Include a copy of the bidder's safety policy and manual.

BIOSOILDS MANAGEMENT PROGRAM for the Lake County Public Works Department

REFERENCE FORM

Lake County, Waukegan, IL

July 2017

(This section must be completed and returned with bid. Attach additional pages as required to complete required documentation.)

List below current/past customers and local governmental entities similar in size and scope of operation to Lake County where you have provided computer equipment similar to those described in this request for bid:

1. Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Description of Services and Equipment Provided: _____

Date of Service: ____/____/____ To ____/____/____

2. Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Description of Services and Equipment Provided: _____

Date of Service: ____/____/____ To ____/____/____

3. Entity: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Description of Services and Equipment Provided: _____

Date of Service: ____/____/____ To ____/____/____

Company: _____ Authorized Signature: _____
Date: _____ Title: _____



Addendum Acknowledgement Bid #17176

The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #	SIGNATURE

I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Submittal Number:	17176
Company Name:	
Authorized Representative:	
Authorized Representative:	<i>Signature</i>
	<i>Print</i>
Date:	

It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to purchasing@lakecountyil.gov prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

SUSTAINABILITY STATEMENT INSTRUCTIONS

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking Bidders to provide a Statement of Sustainability to ensure our vendors are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

SUSTAINABILITY STATEMENT

Attach additional sheets if necessary.

Waste Minimization

Energy Efficiency

Water Efficiency

Staff

Education

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 2014-58658

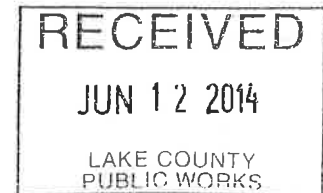
PERMIT NO.: 2014-SC-58658

FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS

DATE ISSUED: June 10, 2014

PREPARED BY: Lake County Department of Public Works

SUBJECT: LAKE COUNTY DEPARTMENT OF PUBLIC WORKS-DES PLAINES RIVER, NEW CENTURY TOWN &
MILL CREEK STPS-Land Application of Sewage Sludge



PERMITTEE TO OPERATE

Lake County Department of Public Works
650 West Winchester Road
Libertyville, Illinois 60048

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

Application of approximately 3000 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 May 31, 2019.

This permit renews and replaces Permit Number 2009-SC-2293 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 which fails to meet the standard for digestion contained in 40 CFR 503.33(b)(4) shall be incorporated within 24 hours or one working day, whichever is least. Interim offsite storage of sludge failing to meet the above standard is prohibited. The permittee shall monitor the Specific Oxygen Uptake Rate (SOUR) on a bi-monthly basis.

SPECIAL CONDITION 2: Sludge applied to land under this permit shall comply with 32 Ill. Adm. Code 330.40(d).

SPECIAL CONDITION 3: 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:

Page 1 of 4

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

SAK:JCH:m:\permits\wptemps - copy\2014- DIVISION OF WATER POLLUTION CONTROL
58658.docx

cc: EPA-Des Plaines FOS
Lake County Department of Public Works
Illinois Emergency Management Agency
Records - Municipal


Alan Keller, P.E.
Manager, Permit Section

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

LOG NUMBERS: 2014-58658

PERMIT NO.: 2014-SC-58658

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

DATE ISSUED: June 10, 2014

PREPARED BY: Lake County Department of Public Works

SUBJECT: LAKE COUNTY DEPARTMENT OF PUBLIC WORKS-DES PLAINES RIVER, NEW CENTURY TOWN & MILL CREEK STPS-Land Application of Sewage Sludge

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

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.

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

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

LOG NUMBERS: 2014-58658

PERMIT NO.: 2014-SC-58658

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

DATE ISSUED: June 10, 2014

PREPARED BY: Lake County Department of Public Works

SUBJECT: LAKE COUNTY DEPARTMENT OF PUBLIC WORKS-DES PLAINES RIVER, NEW CENTURY TOWN & MILL CREEK STPS-Land Application of Sewage Sludge

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).
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	--

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

LOG NUMBERS: 2014-58658

PERMIT NO.: 2014-SC-58658

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

DATE ISSUED: June 10, 2014

PREPARED BY: Lake County Department of Public Works

SUBJECT: LAKE COUNTY DEPARTMENT OF PUBLIC WORKS-DES PLAINES RIVER, NEW CENTURY TOWN & MILL CREEK STPS-Land Application of Sewage Sludge

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.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 2014-59115

PERMIT NO.: 2014-SC-58658-1

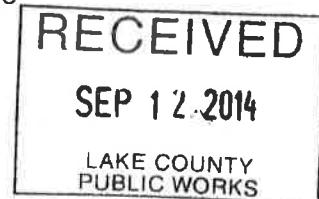
FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS

DATE ISSUED: September 10, 2014

PREPARED BY: Lake County Department of Public Works

SUBJECT: LAKE COUNTY DEPARTMENT OF PUBLIC WORKS-Land Application of Sewage Sludge

Lake County Department of Public Works
650 West Winchester Road
Libertyville, Illinois 60048



Supplemental Permit is hereby granted to the above designated permittee(s) to construct and/or operate water pollution control facilities, which were previously approved under Permit 2014-SC-58658, dated June 10, 2014. These facilities have been revised as follows:

Now included under this permit is the application of sludge to ice and snow covered ground.

This permit expires on May 31, 2019.

All Standard and Special Conditions and provisions of the original permit are also applicable to this permit unless specifically deleted or revised in this permit.

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 may be applied to ice and/or snow covered ground solely on sites which have received written Agency approval under an effective State Operating Permit.

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

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cc: EPA-Des Plaines FOS
Records - Municipal

A handwritten signature in black ink, appearing to read "Alan Keller".

Alan Keller, 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.