



Chicago Metropolitan Agency for Planning

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October 12, 2007

Chicago Metropolitan Agency for Planning (CMAP) is requesting qualifications from interested and qualified firms to provide Water Resource Engineering Technical Support as described in the enclosed Request for Qualifications (RFQ).

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your qualifications as indicated in the RFQ. The deadline for receipt of submissions in response to the RFQ is **3:00 p.m., Tuesday, November 6, 2007.**

Thank you and if you have any questions, please call me at (312) 386-8788.

Sincerely,

Margaret McGrath
Grant/Contract Officer

Enclosure

SECTION 1

Chicago Metropolitan Agency for Planning (CMAP) REQUEST FOR QUALIFICATIONS (RFQ) No. 002 FOR Water Resource Engineering Technical Support

1. General Requirements and Information: Chicago Metropolitan Agency for Planning (CMAP) invites you to submit your firm's qualifications to provide CMAP water resource engineering technical support. As a result of responses to this RFQ, CMAP plans to review submissions and conduct interviews with selected submitters it determines can best meet the above requirements. As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated a contract will be awarded for the three years with two one-year options for renewal. It is expected that more than one firm will be contracted for services, with one firm designated as the primary consultant and the other(s) utilized in cases of conflict of interest.

Background: CMAP was created through legislation that unanimously passed both houses of the Illinois General Assembly and was signed into law by Governor Rod Blagojevich on August 8, 2005. The agency is a consolidation of the Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC). CMAP has combined the previously separate transportation and land-use planning agencies for northeastern Illinois into a single entity designed to protect natural resources and minimize traffic congestion as the seven-county region plans for the 21st Century and beyond. The CMAP board reflects the regional consensus that led to creation of CMAP, featuring representation from across the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will.

Scope of Services: On a task order basis, the work requested hereunder involves the following services:

A) Engineering Review of Wastewater Facility Planning Area (FPA) Amendment Requests

The work requested hereunder involves technical and policy support in the review of the criteria for Amendments to both the Areawide and Illinois Water Quality Management Plans for Level I and Level II FPA amendment applications. Criteria provide baseline data needed to review amendment applications. Based on historical information, an engineering consultant may anticipate receipt of 35 to 50 amendment applications annually. In particular, the following criteria require a technical assessment:

- Criteria # 1 – Any proposed facility amendment must be designed to meet State of Illinois water quality standards for the receiving waters and the appropriate discharge standards or must receive a variance from the Illinois Pollution Control Board.
- Criteria # 4 - The proposed amendment should not reduce the effectiveness of the water quality improvement strategy contained in the original plan, either for point source or nonpoint source control.

- Criteria # 5 - The proposed amendment should not adversely affect the cost effectiveness of the Areawide Water Quality Management Plan for meeting water quality standards in the facility planning area as a whole.

Review of the referenced criteria includes an analysis of all supporting materials, and may involve interaction and data collection with area elected officials, sanitary districts, environmental advocacy groups, homebuilders, developers, community organizations, the Illinois EPA, and the general public for Level I and Level II amendment applications. Level I amendment applications are the highest level of amendment and are used for those proposals which are areawide in their anticipated impact and/or which have extensive ramifications for the region. Level II amendment applications are for requests that affect only a limited geographic area or which, if areawide, have only limited policy implications.

Engineering consultant responsibilities will include the following:

- Providing water quality management plan consistency review of requests for wastewater treatment expansions, wastewater land treatment systems, boundary amendments, facility plans and specified construction and operating permits for sewers and lift stations, and domestic wastewater NPDES permits. Consistency of such reviews is based on policies and recommendations of the certified Illinois Water Quality Management Plan (IWQMP) and the Areawide Water Quality Management Plan (AWQMP) for northeastern Illinois. Consistency reviews must ensure that the applications to amend the IWQMP and the AWQMP follow Criteria Numbers 1, 4, and 5. Draft reviews of such plans must be completed no later than 21 days prior the CMAP's 45 day comment period for Level I amendment applications and 15 days prior to CMAP's 30 day comment period for Level II amendment applications.
- Review and analysis of Level I and Level II FPA amendment applications and supporting documentation will include the following:
 - Analysis of the cost-effectiveness and likely environmental impacts (both water quality and land use) for proposed wastewater treatment options.
 - Assessment of water pollution or damage to sensitive ecosystems and environmentally protected areas that result from changes in population, land use, etc., and may involve the preparation of map products to visually display the impacts of such changes. An analysis must include anticipated modifications to lakes, streams, wetlands (ADID, COE approved wetland delineations, and farmed), and floodplains.
 - Technical analysis of proposals involving requests for funding from the Illinois Environmental Protection Agency's Revolving Loan Fund Program.
 - Analysis of a proposal's existing and future wastewater needs (e.g., capacities).
 - Analysis of watershed considerations, including nonpoint source control strategies.
 - Analysis of a proposal's nonpoint source management ordinances (stormwater, soil erosion and sediment control, floodplain, and stream and wetland protection) to ensure consistency with CMAP's nonpoint source management model ordinances.
 - Assessment of performance of existing facilities and its effluent discharge limits in relation to the Illinois EPA's effluent standards.
 - Analysis of a proposal's National Pollutant Discharge Permit (NPDES) permit and fact sheet pollutant load limits.
 - Analysis of residual sludge disposal alternatives.
 - Analysis of water supply implications.
 - Analysis of a proposal's wastewater conveyance system's sewer routes.

- Assessment of the suitability of the amendment area for urbanization within a 20 year planning horizon.
- Submission of written review comments and recommendations to the Secretary of the CMAP Wastewater Committee in the format required by the contract and Committee reporting procedures.
- Attendance at pre-application meetings if requested, and at monthly Wastewater Committee meetings and public hearings, to provide technical support. Discussions at pre-application meetings identify and aid in the resolution of any issues, either technical or policy-related, prior to submission of an amendment application. Attendance at monthly Committee meetings and public hearings may require addressing technical concerns raised by Committee members and/or the general public.
- Presenting educational and informational information to the Wastewater Committee board members concerning issues related to the FPA process and/or watershed planning.
- Internal technical and policy support for the development of a revised Water Quality Management Plan Amendment Application, Water Quality Management Plan Amendment Process and Procedures Booklet, and the Agency's nine criteria used to assess amendment applications.
- Providing technical and policy support for comprehensive watershed planning initiatives undertaken by CMAP staff in relation to the FPA process.

Note: CMAP is performing the responsibilities formerly performed by the Northeastern Illinois Planning Commission as the areawide water quality planning agency for the seven county metropolitan area and who had been assigned by the Illinois Environmental Protection Agency responsibility for reviewing wastewater permits and wastewater facility plans for consistency with the Illinois Water Quality Management Plan. The qualified individual and/or firm will provide to CMAP, on an as-needed basis, reviews of applications submitted for amendments to the Illinois Water Quality Management Plan. A copy of the Water Quality Management Plan Amendment Process and Procedures booklet is incorporated as part of the RFQ as Attachment 1.

B) Water Resource Engineering Technical Support

This work entails technical and policy support and regulatory knowledge as applicable in the areas of water quality, water supply, water re-use, stormwater, flooding, soil erosion and sediment control, watershed planning and implementation, stream/lake/wetland management, and nonpoint source pollution control BMPs, among others. Consultant responsibilities may include, but are not limited to, the following tasks:

- Internal technical and policy support for the development of the integrated land use and transportation plan, watershed plan development and implementation, and water supply planning.
- Review and evaluation of such plans and programs developed by local units of government and other project sponsors including but not limited to engineering plans for nonpoint source pollution control implementation projects including appropriateness of engineering techniques

proposed, pollutant load reduction calculations, hydraulic and hydrologic calculations, and compliance with local, regional, state, and federal regulatory requirements.

- Field review and evaluation of BMP installation for nonpoint source pollution control implementation projects, both during- and post-construction.
- Hydrologic, hydraulic, groundwater flow, and water quality modeling.
- Technical and policy assistance and outreach to the CMAP Environmental and Natural Resources Committee, the region's local units of government, county stormwater management agencies, partner public and non-profit agencies, watershed groups, professionals and professional associations, and the public in the implementation of environmental and natural resources planning and management, including the region's water supply plan and CMAP's integrated land use and transportation plan.
- Preparation of state-of-the-art reports, guides, and model ordinances on the water resource topics sited above.
- Development of comments on water resource issues on projects subject to CMAP review and comment.
- Representation of the Agency in technical discussions with other engineering/planning professionals.
- Support for developing project proposals and grant applications.

Timetable:

1. The qualifications must be submitted no later than **3:00 p.m., Tuesday, November 6, 2007.**
2. Anticipated selection of subcontractor: **November 27, 2007.**

Qualifications Evaluation:

Two main criteria will be taken into account for the purposes of evaluating and selecting a service provider. These factors are:

- Technical Ability. The following sub-criteria are listed in relative order of importance.
 - Qualifications of firm. The individual and/or firm's general experience and history of performance on projects similar to those under consideration.
 - Qualifications and availability of assigned staff that will perform the work. The education, experience, and expertise of the individual and /or firm's principals and employees who will be assigned key project responsibilities.
 - Responsiveness of the proposal to the Scope of Work.
- References.

(**Note:** Contractors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the CMAP RFQ 002

Contractor shall be presumed to be unable to meet this requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.)

All timely responses received in response to this RFQ will be reviewed and interviews will be conducted with selected submitters CMAP determines can best meet the above requirements. An in-house CMAP committee will make the section decision. Bidders who are deemed most responsive may be asked to answer questions from the committee. As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

2. Submission of Request for Qualifications.

***All submissions must be received at CMAP on or before 3:00 p.m., Tuesday, November 6, 2007.**

Submission of RFQs by fax or e-mail is not acceptable. Submissions may be delivered to CMAP as follows:

In person or by a means other than the U.S. Postal Service or using the U.S. Postal Service.
Submission shall be submitted to the following:
Chicago Metropolitan Agency for Planning
Attn: Grant/Contract Officer
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

Submissions must be in a sealed package or envelope. The submitter's company name and address shall appear in the upper left corner of the package. In addition to being properly addressed as indicated below, the front of the package/envelope shall be clearly marked as follows:

RESPONSE TO RFQ No. 002 FOR Water Resource Engineering Technical Support

There will be no public opening for this RFQ. Late submissions will be rejected and returned unopened. Questions may be referred to Margaret McGrath, (312) 386-8788.

3. Content of Qualifications Submissions. Submissions should include the following and be submitted in the order presented:

- Introduction. Summarize the major points of the Request for Qualifications and demonstrate an understanding of the scope of services.
- Approach. Describe how the proposer will perform the services.
- Qualifications. Discuss the qualifications of the proposer to satisfy the specification requirements as stated above. Be specific with regard to the following:
 - Indication of general experience and ability to satisfy the specification requirements as stated above.
 - Discussion of experience in preparing FPA amendments. Include in this section, references to current or recent (past three years) clients, identification of the scope of

work performed, term of each engagement and the names of contact individuals with their addresses and telephone numbers.

- Knowledge of preparing FPA amendments.
- Project Team. Identify individuals who will make up the project team and where they are positioned within the firm. Pertaining to each individual, specifically provide the following:
 - Experience with regard to the preparing FPA amendments.
 - Identification of training they may have received that is pertinent to CMAP's requirements.
 - A resume.

4. Additional Submission Requirement. The submitter shall also sign and submit the "Certificate of Compliance Regarding Workers' Compensation Insurance," Attachment 2, and the "Information Provided by the Bidder, Attachment 3.

5. Reservation of Rights. CMAP reserves the following rights if using them will be more advantageous to CMAP:

- a. Withdraw this RFQ at any time without prior notice.
- b. Accept or reject any and all submissions, or any item or part thereof
- c. Postpone qualifications due date.
- d. Not award a contract to any submitter responding to this RFQ.
- e. Award a contract without negotiations or discussions.

6. Contractual Agreement. The contract CMAP anticipates awarding as a result of this RFQ and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 2 hereto, and Special Provisions, Section 3 hereto, which will apply to the contract.

SECTION 2

GENERAL PROVISIONS APPLICABLE TO CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR QUALIFICAITONS

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

1. Complete Agreement.

a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

2. Chicago Metropolitan Agency for Planning Designee. The Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.

4. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including Attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

5. Order of Precedence. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of the RFQ on which the contract is based including any and all Addendums; (3) the qualifications submitted to CMAP by the Contractor in response to said RFQ; and (4) any other documents cited or incorporated herein by reference.

6. Invoice Submission. Based on services performed, Contractor may submit invoices as frequently as once a month. They should be submitted to the attention of Accounts Payable, Chicago Metropolitan Agency for Planning, 233 S. Wacker Drive, Suite 800, Chicago, Illinois 60606.

7. Changes. By written notice, CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made and the agreement modified accordingly. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the agreement as changed. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

8. Interest of Employees. No board member, officer, or employee of CMAP, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. To each party's knowledge, no board member, officer, or employee of Chicago Metropolitan Agency for Planning has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than CMAP, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

9. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

10. Assignment of Contract. The performance of part or all of this Contract may not be delegated or assigned except upon written consent of CMAP's Board of Directors; except that Contractor may assign monies due or to become due hereunder, to the extent permitted by law, without such Board of Directors consent.

11. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the

arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall take place in the County of Cook in Illinois.

12. Remedies/Breach of Contract. Administrative, contractual, or legal remedies are available, as appropriate, in instances where the Contractor violates or breaches contract terms.

13. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

14. Termination for Convenience. The performance of work under this contract may be terminated by CMAP in accordance with this clause in whole, or from time-to-time in part, whenever CMAP shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by CMAP, the Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the notice of termination;
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- d. Assign to CMAP in the manner, at the times, and to the extent directed by CMAP, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case CMAP shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CMAP, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- f. Transfer title to CMAP and deliver in the manner, at the times, and to the extent, if any, directed by CMAP the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to CMAP;

g. Use its best efforts to seek, in the manner at all times, to the extent, and at the price(s) directed or authorized by CMAP, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at price(s) approved by CMAP, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by CMAP to the Contractor under this contract shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as CMAP may direct;

h. Complete performance of such part of the work as shall not have been terminated by the notice of termination;

i. Take such action as may be necessary, or as CMAP may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which CMAP has or may acquire an interest.

j. After termination, the Contractor shall submit a final termination settlement proposal to CMAP as directed. If the Contractor fails to submit a proposal within the time allowed, CMAP may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor's proposal is received, CMAP and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, CMAP may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

15. Termination for Default.

a. CMAP may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) days (or such longer period as the CMAP may authorize in writing) after receipt of notice from the CMAP specifying such failure.

b. If the contract is terminated in whole or in part for default, CMAP may procure, upon such terms and in such manner as CMAP may deem appropriate supplies or services similar to those so terminated. The Contractor shall be liable to CMAP for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the

supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.

Payment for completed supplies delivered to and accepted by CMAP shall be at the contract price. CMAP may withhold from amounts otherwise due the Contractor for such completed supplies such sum as CMAP determines to be necessary to protect CMAP against loss because of outstanding liens of claims of former lien holders.

d. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CMAP. The rights and remedies of CMAP provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

16. Disputes.

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by CMAP's Deputy Executive Director for Finance and Administration, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Deputy Executive Director for Finance and Administration shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Deputy Executive Director for Finance and Administration a written appeal addressed to CMAP's Executive Director. The decision of CMAP's Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of CMAP's Deputy Executive Director for Finance and Administration. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any CMAP official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of Illinois.

17. Attorney Fees. In the event any action or proceeding is brought to enforce the terms or performance of this contract, the prevailing side shall be entitled to its reasonable costs and attorney fees.

18. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and

ordinances and all lawful orders, rules and regulations promulgated thereunder (see following Federally Funded Agreements). Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.

Federally Funded Agreements

A. Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies and administrative practices may be modified from time to time and those modifications may affect project implementation. The Contractor agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contractor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements).

The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment of business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assistance Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contractor assures that it will comply with all

requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which the Contractor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Contractor retains ownership or possession of the project property, whichever is longer, the Contractor assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Contractor assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved herein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 32, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

F. Debarment. Contractor shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. Contractor certifies that to the best of its knowledge and belief, Contractor and Contractor's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily

excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective Contractor to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective Contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Department determined whether to enter into this transaction. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Department.

The Contractor agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Contractor knows the certification is erroneous. Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List. If a Contractor knowingly enters into a lower tier covered transaction with a person who is suspended debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification require by this section. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Drug Free Workplace. The Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 CFR Part 29, Subpart F, including Appendix C as amended.

H. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Contractor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Department to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

I. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Contractor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

J. Procurement Compliance Certification. The Contractor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Contractor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts finance in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

K. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision or one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.
2. With respect to any ITS project financed with federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

L. Davis-Bacon Act. To the extent applicable, Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

M. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D). As required by OMB, Contractor certifies that it:

1. Has the legal authority and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to an the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - a. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, relating to nondiscrimination on the basis of drug abuse;

- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290-ee3, related to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental or financing of housing;
- i. Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity , and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and any other nondiscrimination statute(s) that may apply to the project.

SECTION 3

SPECIAL PROVISIONS FOR CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR QUALIFICATION

1. Option to Renew Contract. In consideration of the contract, the Contractor hereby grants to CMAP the options to extend the service provided by the Contractor under the contract for up to two one-year periods. The option for each year may be exercised separately in writing at any time on or before sixty (60) calendar days prior to expiration of the contract period awarded to that time. Compensation related to each option year shall be included in the original contract.

Prior to exercising an option, CMAP shall serve notice to the Contractor of its intention to extend the contract into and through an additional one-year period. Such notice shall not be deemed to commit CMAP to such extension, nor shall it be binding upon the Contractor if postmarked less than sixty (60) days prior to the expiration of the current contract period.

It shall be mutually understood and agreed that all work performed and services provided under any exercised option shall be in strict compliance with all requirements of the contract, as amended.

Additionally, it shall be mutually understood and agreed that: 1) CMAP is under no obligation to exercise the option(s); 2) No representations have been made by CMAP committing it to exercise the option(s); and 3) CMAP may procure such option requirements elsewhere. Such option(s) may be exercised by modification of the contract, letter notification or by issuance of a new contract.

2. Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 3 to the RFQ. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.

ATTACHMENT 1

Water Quality
Management Plan
Amendment Process
and Procedures

May 1988

Fourth Printing & Update June 1996

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Northeastern Illinois Planning Commission

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Chicago, Illinois 60606

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**Water Quality Management Plan
Amendment Process
and Procedures**

June 1996

Project Review / Work Program Development Department

Northeastern Illinois Planning Commission

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The preparation of this manual was funded, in part, through voluntary financial support from local governments and the private sector, in part from fees for reviewing applications to change the boundaries of a wastewater facility planning area (Ill. Adm. Code Title 353, Part 399), and in part using federal Water Pollution Control Act Section 205(j) funds from the Illinois Environmental Protection Agency.

The Policies and procedures contained herein are not necessarily those of the Illinois Environmental Protection Agency.

PREFACE

The Governor of Illinois designated the Northeastern Illinois Planning Commission as the areawide water quality planning agency for the six-county metropolitan area. The Illinois Environmental Protection Agency has assigned to the Commission the responsibility for reviewing wastewater permits and wastewater facility plans for consistency with the *Illinois Water Quality Management Plan*. These reviews and recommendations are advisory to the IEPA, which maintains authority for amendments to the state water quality plan. To ensure consistency with these plans and to identify situations requiring a plan amendment, the Commission under contract the IEPA and as outlined in the Illinois Compiled Statutes (70 ILCS 1705), through its Water Resources Committee performs water quality consistency reviews of the National Pollution Discharge Effluent Standard permits, facility plans and specified construction and operating permits for treatment plants, sewers, lift stations, land treatment systems and appurtenances. These reviews are conducted for covered activities proposed for Cook, DuPage, Kane, Lake, McHenry and Will Counties.

The **Water Quality Management Plan Amendment Process and Procedures Manual** and accompanying application form have been prepared to:

- 1) provide applicants with necessary information on the Commission's water quality review procedures and review criteria; and
- 2) to provide applicants with necessary forms for initiating a water quality amendment request.

This Manual Provides:

- 1) information on the legislative and regulatory authority under which the Illinois Environmental Protection Agency and the Northeastern Illinois planning Commission conduct water quality reviews:
- 2) a description of the process and amendment levels utilized by the Commission's Water resources Committee; and
- 3) an overview of the review criteria utilized by the Commission. Completion of the water quality amendment application is required to initiate the Commission's processing and review of a water quality amendment request.

Assistance in completing the amendment application package can be obtained by contacting the Illinois Environmental Protection Agency or the Northeastern Illinois Planning Commission.

v

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9891

The **Illinois Environmental Protection Agency (IEPA)** is the state's lead agency for federal and state environmental protection programs and initiatives. IEPA works with a variety of state agencies, local governments, and the United States Environmental Protection Agency (USEPA) to monitor pollutant discharges and to assist in the enforcement and formulation of environmental standards and policies. IEPA has the authority to issue National Pollutant Discharge Elimination Systems (NPDES) permits for pollution sources and ensure compliance with permit requirements.

The **Northeastern Illinois Planning Commission (NIPC)** was created in 1957 by the Illinois General Assembly to be the advisory comprehensive planning agency for the six-county northeastern Illinois region. The Northeastern Illinois Planning Act gave the Commission three statutory charges: to conduct research and collect data for planning; to advise and assist local government; and to prepare comprehensive plans and policies to guide the development of the counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

The federally approved **Illinois Water Quality Management Plan** integrates the approved water quality management plans developed by the Northeastern Illinois Planning Commission, the Southwestern Illinois Metropolitan and Regional Planning Commission, and the Greater Egypt Regional Planning and Development Commission. The Plan identifies the following items as base data for water quality consistency reviews:

- 🕒 geographic location of wastewater facility planning area (FPA) boundaries;
- 🕒 designated management agencies for collection, treatment and transport within each facility planning area; and
- 🕒 current and planned facility treatment capacity, including the identification of all facility locations and discharge points.

WATER QUALITY MANAGEMENT PLAN AMENDMENT PROCESS AND PROCEDURES

PREFACE.....v

BASIC QUESTIONS.....1

NIPC WATER QUALITY AMENDMENT REVIEW FEE.....4

LEGISLATIVE AND REGULATORY AUTHORITY.....5

 🕒 Illinois Environmental Protection Agency.....5

 🕒 Northeastern Illinois Planning Commission.....5

AMENDMENT CATEGORIES AND PROCESSING PROCEDURES.....6

 🕒 Level I: Consideration by Full Commission.....6

 🕒 Level II: Consideration by Water Resources Committee.....8

 🕒 Level III: Staff Level Consideration.....8

REVIEW CRITERIA OF THE WATER RESOURCES COMMITTEE.....10

THE NEED TO COORDINATE WASTEWATER FACILITY PLANNING WITH COMPREHENSIVE PLANNING.....13

APPENDICES

 I. Deferral Guidelines.....17

 II. Procedures for Receipt of Late Comments.....18

 III. Procedures for Revision of Commission Endorsed Forecasts.....19

 IV. Model Resolution for Local Government Acceptance (Assurance) of Financial Responsibility for Private Discharges.....20

 V. Procedures for Determining Compliance with Point Source Management Policies.....24

 VI. Procedures for Determining Compliance with Nonpoint Source Management Policies.....27

VII. Procedures and Criteria for Proposed FPA Expansions Affecting
Identified Agricultural Protection Areas.....30

HELPFUL PLANNING RESOURCES.....33

BASIC QUESTIONS AND INFORMATION

What Activities require amendment of the approved *Illinois Water Quality Management Plan (Illinois Water Quality Management Plan)*?

Amendments are required to reflect 1) change to population projections for the 20-year planning period set forth in approved facilities plans; 2) new FPA designated management agencies; 3) termination of FPA designated management agency; 4) changes to facility planning area boundaries; 5) new or modified sewage treatment works not identified in areawide or state water quality plans; 6) new or modified domestic NPDES permits; and 7) other activities where a significant amount of public interest/concern exist. (Ill. Administration Code, Title 35, Subtitle C, Chapter II, Part 351, Subpart A, Section 351.103, a)

Who may apply for amendment of the *Illinois Water Quality Management Plan*?

Amendment requests must be initiated by the Illinois Environmental Protection Agency, a facility planning agency, designated management agency, or one of the three identified areawide water quality planning agencies. Proposals for new discharges/wastewater facilities from public and/or private entities are viewed as requests for “designation as a management agency.” Interim standing is provided and amendment proposals are accepted from facility sponsors. (Ill. Administration Code, Title 35, Subtitle C, Chapter II, Part 351, Subpart B, Section 351.201, a)

What is required to initiate Commission consideration of an amendment proposal?

A completed “Water Quality Amendment Application” is required to initiate processing of a water quality amendment request. ***Applications lacking critical information will not be processed until all necessary information and supporting documentation is received.*** (Ill. Administration Code, Title 35, Subtitle C, Chapter II Part 351, Subpart B, Section 351.201 b)

Are updated facility plans or plan supplements required?

Any amendment application involving: 1) a substantial change in a facility planning area, 100 or more acres, and/or 2) a new or expanded treatment facility, involving a capacity increase of 0.25 mgd or 10 percent, should be accompanied by an up-to-date facility plan information.



What are the minimum components of a facility plan?

Facility plans should address a 20-year planning horizon. A 20-year facility planning area a large enough to accommodate and plan for expected future growth but it is small enough to help ensure that resultant growth is reasonably compact and contiguous. Facility plan information should include, at a minimum, the following components. (Note that more detailed descriptions of facility plan requirements are contained in federal and state regulations and in USEPA's *Construction Grants – 1985*.) Federal and state regulations and guidance stipulate the topics and level of detail to be included in a facility plan. In general, a facility plan should include a sufficient level of detail to ensure that wastewater service is being provided in the most cost effective manner with the least impact on water quality and waterbody use attainment. (For example, a cost-effectiveness evaluations should include a present worth analysis to enable direct comparison of alternatives.)

- description of the existing FPA, including boundaries, existing and future population, land use, and an assessment of consistency with regional forecasts
- coordination with adopted land use/comprehensive plans
- description of existing receiving stream water quality and use impairments
- description of effluent standards and performance of existing facilities
- boundaries for present and future wastewater service, considering watershed boundaries
- existing and future wastewater service needs (e.g., capacities)
- analysis of wastewater treatment options, including cost-effectiveness
- analysis of wastewater conveyance options, with cost-effectiveness
- description of cost impacts on wastewater system users
- infiltration/inflow analyses
- analysis of alternative discharge locations to minimize water quality impacts
- analysis of regional treatment alternatives
- recommended treatment facilities and interceptor sewers
- analysis of residual sludge disposal alternatives
- watershed considerations, including nonpoint source control strategies
- analysis of water supply implications
- description of financial, legal, institutional, and management arrangements of the applicant to implement the plan
- documented public participation process
- documented intergovernmental coordination process



Pre-Submittal Coordination

Applicants should discuss proposed water quality amendments with the responsible designated management agency, county, municipal planning department and public works department prior to the submittal of a water quality amendment application. Early discussions with these agencies will identify and aid in the resolution of any problems prior to Commission review and consideration. The following listing of management agencies in the six county northeastern Illinois area is provided to assist applicants in identifying the appropriate wastewater management agency.

Applicants should also arrange a pre submittal meeting with NIPC's Project review staff to discuss the proposed amendment request. Pre-submittal meetings focus on the content and adequacy of the application package, preliminary identification of issues that must be addressed, and a schedule for Commission processing.

Northeastern Illinois Designated Management Agencies

Cook County	Department of Planning and Development, 118 North Clark Street Chicago, Illinois 60602, 312/443-4297, Fax 312/443-4479
	Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street, Chicago, Illinois 60611, 312/751-5722
DuPage County	Development Department, 421 North County Farm Road Wheaton, Illinois 60187, 630/862-7230, Fax 630/682-7179
	Department of Environmental Concerns, 421 N. County Farm Road, Wheaton, Illinois 60187, 630/682-7135
Kane County	Development Department, 719 Batavia Avenue, Geneva, Illinois 60134, 630/232-3480, Fax 630/208-2189
Lake County	Department of Planning, Zoning and Environmental Quality 18 North County Street, Waukegan, Illinois 60085, 847/360-6350, Fax 708/360-6734
	Department of Public Works, 650 Winchester Road, Libertyville, Illinois 60048, 847/680-1600

McHenry County Planning Department, 2200 North Seminary Street, Woodstock, Illinois 60098, 815/338-2040, Fax 815/337-3720

Will County Land Use Department, 501 Ella Avenue, Joliet, Illinois 60433 815/727-8638, Fax 815/727-8638

NIPC WATER QUALITY AMENDMENT REVIEW FEE

Section 33.5 (a) of the Northeastern Illinois Planning act, as amended (70 ILCS 1705), states that:

The Commission shall review applications to change the boundaries of a wastewater facility planning area as an amendment to the State of Illinois Water Quality Management Plan required under the Federal Clean Water Act when that review is required under that act and is requested by the appropriate designated management agency under the Environmental Protection Act or the Federal Clean Water Act.

Section 33.5 (b) of the act, as amended, states that – *Beginning January 1, 1994, the Commission may charge a reasonable fee for performing reviews under this Section. ... The Commission may establish a schedule of fees, and the fees shall be sufficient to pay, in whole or in part, the estimated costs of conducting reviews based on historical data concerning the costs of conducting similar reviews and the availability of either federal or state funds appropriated for this purpose. The total fee for reviewing an application shall not, however, exceed \$10 multiplied by the total number of acres involved in the application.*



Covered Amendment Applications

The fee schedule has been developed to recover the costs of performing certain types of Level I and II submittals, including land treatment as well as other methods of wastewater treatment, seeking amendment of applicable state and areawide water quality plans to reflect 1) the establishment of a new wastewater facility planning area; or 2) a change in the boundaries of an existing wastewater facility planning area.

The fee does not apply to Level II submittals involving the construction and/or expansion of facilities located within existing FPAs, provided no accompanying change in FPA boundary is involved. Further, the fee schedule does not apply to “Level III” submittals for NPDES permit reissuances or modifications, nor map and tabular information corrections.



Fee Schedule Covered Submittals – \$10.00 per acre

Payment of fees must be made by check, independently for each amendment request affecting facility planning area boundaries payable to the Northeastern Illinois Planning Commission, and shall be submitted along with the amendment request application.

In the case of joint applications, the decision as to who pays the fee should be settled between the applicants. No discounts will be provided from the above fee

- Northeastern Illinois Planning Commission 4 -

schedule. Changes within facility planning areas (i.e., changes in internal service areas, interceptor construction, etc.) are not subject to the fee. If a boundary amendment application is withdrawn after NIPC has accepted the application, the fee will not be refunded.

LEGISLATIVE AND REGULATORY AUTHORITY

Illinois Environmental Protection Agency

The Illinois Environmental Protection Act designated the Illinois Environmental Protection Agency as the pollution control agency for the State of Illinois for all purposes of the federal Clean Water Act. In addition, the Act specifically authorized the Agency “to engage in planning processes and activities to develop plans in cooperation with units of local government, other state agencies and persons, and to promulgate procedural regulations for the holding of public hearings on the planning process.”

Section 303(e) of the act requires the State of Illinois to have a continuing planning process approved by the United States Environmental Protection Agency (USEPA), resulting in water quality management plans for all navigable waters in the state. These plans incorporated the elements of all areawide water quality management plans adopted under Section 208 of the Clean Water Act and provided procedures for revision of the water quality management plans. In May of 1983, the IEPA certified its *Illinois Water Quality Management Plan*. On May 22, 1984, the USEPA unconditionally approved the state plan. (Clean Water Act (33 U.S.C. 1251 et seq.) (415 ILCS 5/4.4(1), 1992 State Bar Edition)

Northeastern Illinois Planning Commission

On November 21, 1974, the Northeastern Illinois Planning Commission established a Water Quality Management Committee to direct its water quality management planning process. In 1975, the Governor of Illinois designated NIPC as the areawide water quality planning agency for the six-county northeastern Illinois metropolitan area (Governor Walker Executive Order, May 13, 1975). The commission’s role in water quality plan amendment reviews has been further clarified by Section 33.5 of the Northeastern Illinois Planning Act (70 ILCS 1705/33.5) which authorizes the Commission to conduct reviews of requests, in the northeastern Illinois area, to amend the Illinois Water Quality Management Plan and to charge a fee for reviews of applications for changes in the boundaries of a wastewater facility planning area. the Commissions’ review responsibility and a fee schedule have been codified and incorporated into the Illinois Administrative Code (35 Ill. Admin. Code Part 399).

The Water Resources Committee has the responsibility:

- ⌚ To advise the Commission and local governments and coordinating agencies in the resolution of water quality issues (Commission Bylaws as amended June 20, 1991);
- ⌚ To advise the Commission, as necessary, in the performance of its delegated clearing-house and review responsibilities and on the relationship between the water quality management plan and other plans, policies, and forecasts of the Commission (Commission By-Laws as amended June 20, 1991); and
- ⌚ To receive and act upon requests to amend the 208 Plan in accordance with procedures for amendment and revision of Commission plans as delineated in the adopted Commission resolution of June 17, 1976 and the "Water Quality Management Interim Amendment Process" (Commission Bylaws as amended June 20, 1991).

The membership of the Water Resources Committee is established by Commission Bylaws. Current membership is appointed by the President of the Commission. In 1981, the Commission entered into a contractual arrangement with the Illinois Environmental Protection Agency. The terms of this agreement, financed under Section 205j of the Clean Water Act, include the performance of water quality management plan consistency reviews; participation in any conflict resolution procedures; and support of the Water Resources Committee. The Commission also maintains and provides the Illinois Environmental Protection Agency with annual updates of facility planning area boundaries, designated management agency status, and the current and planned treatment capacity for permitted discharges located in the six-county northeastern Illinois area.

AMENDMENT CATEGORIES AND PROCESSING PROCEDURES

In September 1983, the Northeastern Illinois Planning Commission, through Resolution 83-9, adopted the following water quality plan amendment review procedures. Under this procedure, amendment requests are reviewed under one of three defined amendment processes.

⌚ **Level I: Consideration by Full Committee**

Level 1 amendment requests are the highest level of amendment and are used for those proposals which are areawide in their anticipated impact and/or which have extensive ramifications for the plan or the implementation process. These ramifications include, but are not limited to, requests judged by the Commission to have a regional impact. In ascertaining the impact of a requested amendment,

- Northeastern Illinois Planning Commission 6 -

the Commission looks for substantial intergovernmental controversy, the potential for regional water quality, environmental, development and/or population growth impacts, and/or a major impact on other state or regional plans and policies.

Any amendment request which proposes a reduction of the Agricultural Preservation Area identified in the *Strategic Plan for Land Resource Management* exceeding one hundred acres or more requires Level I processing (see Appendix VII).

Level I amendments are acted upon by the Commission on the recommendation of the Water Resources Committee (WRC) after a formal public hearing.

Hearings are announced in area newspapers 45 days in advance and usually include daytime and evening sessions. The following steps are followed in the processing of a Level I request.

1. NIPC staff notifies affected/interested management agencies, local governments, and state, regional, county, and local agencies of the requested water quality plan amendment.
2. Following an initial review by NIPC staff, a recommendation for elevation to Level I status is made to the Water Resources Committee. If assignment of Level I status is accepted by the Committee, public hearings are authorized. (NOTE: certain types of amendments are automatically handled as Level I submittals, see Appendix Number VII)
3. A public hearing notice is distributed to local governments, interested parties, and published in a newspaper of general circulation in the six-county area.
4. An informational overview of the requested Level I plan amendment is provided to Commissioners.
5. A duly announced public hearing is held, between 45 and 55 days after publication of public notice.
6. Following the hearings and the close of the hearing record, NIPC staff prepares a hearing summary and review position for a Water Resources Committee recommendation to the full Commission.
7. The applicant and other interested parties are notified of the Commission meeting at which the Water Resources Committee's recommendation will be presented. However, no additional testimony, either verbal or written, is accepted after the close of the hearing record or at subsequent Committee and Commission meetings.
8. Commission consideration and action are taken at regular quarterly or specifically scheduled meeting.
9. NIPC staff notifies applicant, Illinois Environmental Protection Agency, and other parties of Commission recommendation.



Level II: Consideration by Water Resources Committee

Level II amendment procedures are used for requests that affect only a limited geographic area or which, if areawide, have only limited policy implications. These usually include amendment request of plan problem statements, commentary and/or management agency designations. Additionally, 201 facility plan changes or new domestic NPDES permit proposals from the IEPA are normally categorized and processed as Level II amendments. These include facility planning area boundaries; adoption or modification of facility plans; and schedule of facility improvements. Level II amendment requests are acted upon by the Commission's Water Resources Committee. Action is taken by the WRC at the first regularly scheduled monthly meeting following a 45 day processing/public notice/commentary period. Steps followed in processing Level II amendments include the following:

1. NIPC staff schedules and issues 30 day public meeting notice of requested water quality plan amendment.
2. Notice of the meeting and a summary of the amendment request is sent to the affected designated management agency, local governments and sanitary districts, and other affected regional, county and municipal agencies.
3. NIPC staff prepares draft review statement based on Commission water quality review criteria and all local comments submitted. Draft review is distributed to applicant and other affected/interested parties prior to the WRC meeting.
4. The WRC considers the requested amendment at its first scheduled monthly meeting following the 45-day processing and public notice period. Applicant and other affected parties present additional information, clarify information submitted, and/or present points for Committee consideration.
5. WRC voices its support, non-support, or conditional support for the requested amendment. If additional information is required, the Committee may defer consideration for a specific period of time (See Appendix I). Notice of WRC recommendation is forwarded to the Illinois Environmental Protection Agency.



Level III: Staff Level Consideration

Level III procedures are used for those plan changes that do not involve policy changes, but rather reflect changes and/or corrections in the factual basis of the plan and its supporting tables. Level III changes usually include 1) inventories; 2) cost estimates; 3) service area population forecasts based on NIPC adopted forecasts; 4) redesignation of management agencies; and 5) correction of wastewater facility tables and/or maps.

- *Northeastern Illinois Planning Commission 8* -

Level III amendment requests are reviewed by staff after a 15-day notice to interested and/or affected parties. The following steps are the basis of the Level III review process.

1. Staff reviews proposed amendment and notifies interested/affected local governments and organizations.
2. Staff action on amendment is taken following 15-day notice period. Recommendation is forwarded to the IEPA and the applicants.

REVIEW CRITERIA OF THE WATER RESOURCES COMMITTEE

The “Criteria for Facility Amendments to the Areawide Water Quality Management Plan (Areawide Water Quality Management Plan) for Northeastern Illinois” were developed in part to respond to the United States Environmental Protection Agency’s conditions for the certification of the *Areawide Water Quality Management Plan* (40 Code of Federal Regulations 130.5(b)(4) & (5)). These conditions required the Commission to:

- develop a procedure for interim plan updating for amendments to the Areawide Water Quality Management Plan; and,

- establish a process to assess the environmental, social, and economic impacts of plan implementation throughout the continuing planning program... “ (40 Code of Federal Regulations 130.6(b)(c)(6) 40 Code of Federal Regulations 35.917 – 1 through 9).

The development of the nine criteria relied on federal and state statutes and regulations regarding facilities planning and water quality management planning. In essence, responses to these criteria provide information needed to assess the economic, social, and environmental impact of carrying out the water quality management plan.

In addition, responses to these criteria provide baseline data needed to review a facilities plan amendment. (40 Code of Federal Regulations Part 6: Procedures for Implementing the Requirements of the Council of Environmental Quality on the National Environmental Policy Act; and Ill. Administrative Code, Title 35, Chap. II, Part 351, Subpart B, Section 351.202 a) and b).

Satisfactory compliance with the first five criteria are necessary prerequisites for all amendment requests:

1. Any proposed facility amendment must be designed to meet State of Illinois water quality standards for the receiving waters and the appropriate discharge standards or must receive a variance from the Illinois Pollution Control Board. *Supporting Legislation & Regulations: 415 ILCS 5/12(a)-(h), Ill. Administrative Code, Title 35, Subtitle C, Chap. I, Part 302, Subpart B, Sections 302.201 – 302.212; and Part 309, Subpart A, Section 309.142.*

2. The population and employment for which the proposed amendment is designed must fall within the 20-year forecasts most recently adopted by the Commission for the facility planning area. The Commission may agree to adjustments within its regional forecast total.

- Northeastern Illinois Planning Commission 10 -

Supporting Legislation & Regulations: Illinois Water Quality Management Plan; & Ill. Administrative Code, Title 35, Subtitle C, Chap. II, Part 351, Subpart A, Section 351.103(i). (Procedures amendment of adopted Commission population & household forecasts is delineated in Appendix III.)

3. The applicant must demonstrate that the unit of local government granting zoning to the project has formally accepted financial responsibility for the wastewater system in the event of system malfunction for failure. Such acceptance must be in the form of a resolution from the unit of government responsible for zoning. *Supporting Legislation & Regulations: Wastewater Land Treatment Site Regulation Act (Public Act 85-1041) July 13, 1988, Section 3. (A model resolution for assuming financing responsibility is presented in Appendix IV.)*

4. The proposed amendment should not reduce the effectiveness of the water quality improvement strategy contained in the original plan, either for point source or nonpoint source control. *Supporting Legislation & Regulations: Illinois Water Quality Management Plan (Revised July 1991) (Commission policies and procedures for determining consistency with point and nonpoint management policies is delineated in Appendices V and VI.) Stormwater/Nonpoint Source Management – Clean Water Act, Section 402(p), Illinois Water Quality Management Plan – Construction Site Runoff, Urban Runoff. Floodplain Management – An Act Related to the Regulation of the Rivers, Lakes and Streams of the State of Illinois (615 ICLS 5/5), Ill. Admin. Code, Title 92, Chap. I, Subchap. i, Pt. 706. Illinois Water Quality Management Plan Stream and Wetland Protection – U.S. Clean Water Act - § 401 & 404, Illinois Interagency Wetland Protection Act, and the Illinois Water Quality Management Plan.*

5. The proposed amendment should not adversely affect the cost effectiveness of the Areawide Water quality Management Plan for meeting water quality standards in the facility planning area as a whole. *Supporting Legislation & Regulations: Areawide Water Quality Management Plan for Northeastern Illinois – 1/4/79, Regional Septage Disposal Plan (An Element of the Areawide Water Quality Management Plan for Northeastern Illinois) – 9/17/81.*

- Northeastern Illinois Planning Commission 11 -

In addition, the Commission considers any and all information regarding the relationship of the requested amendment to the following four criteria.

6. The proposed amendment should have the endorsement of the designated management agency for wastewater treatment and substantial support by the municipalities within the affected facility planning area.

Supporting Legislation & Regulations: Illinois Water Quality Management Plan and Ill. Admin. Code, Title 35, Subtitle C, Chap. II, Part 351, Subpart B, Section 351.202, 5.

7. The proposed amendment should not adversely affect adjoining units of government. *Supporting Legislation & Regulations: Illinois Water Quality Management Plan and Ill. Admin. Code, Title 35, Subtitle C, Chap. II, Part 351, Subpart B, Section 351.202, 5.*

8. The proposed amendment should be consistent with other county and regional plans or state policies. *Agricultural/Farmland Protection – Farmland Protection Policy Act (7 USC 4201 et seq.), the Illinois Farm Land Preservation Act (Public Act 82-945) (505 ILCS 75/1), and 8 Illinois Administrative Code 700.10 et seq. (NIPC Procedures and Criteria for Proposed FPA Expansions affecting Identified Agricultural Protection Areas is delineated in Appendix VII.) Landmarks, Historical, and Archeological Sites – Historic Sites Act of 1935 (16 USC 461 et seq.), Archeological & Historic Preservation Act of 1974 (16 USC 469 et seq.), Presidential Executive Order Number 11593, and the National Historic Preservation Act (Section 106) Fish and Wildlife Protection – Fish and Wildlife Coordination Act (16 USC 661 et seq.), Endangered Species Act (16 USC 1531 et seq.) Illinois Admin. Code, Title 17, Chapter I, Subchapter c, Section 1010.30. Illinois Water Quality Management Plan – Hydrographic Modification, Stream Use, Water Quality Standards.*

9. Consideration will be given to evidence of municipal or county zoning approval and commencement of development activity prior to *Areawide Water Quality Management Plan* adoption in January 1979. *Supporting Legislation & Regulations: Areawide Water Quality Management Plan for Northeastern Illinois (Adopted 1/4/79).*

THE NEED TO COORDINATE WASTEWATER FACILITY PLANNING WITH COMPREHENSIVE PLANNING

Land use and population projections should be consistent in both plans. This may be particularly challenging in the case of a sanitary district or a regional FPA which includes multiple management agencies. Projections also should be current to facilitate timely amendments of FPA boundaries and treatment facility capacities.

Proactive facility planning should reduce the likelihood of treatment facilities exceeding design capacities and thereby contaminating receiving waters with poorly treated effluent. Because facility plans are prepared for a 20-year planning horizon, and because actual growth and wastewater needs can change dramatically over 20 years, there may be a need to update the facility plan on a periodic basis.

A comprehensive facility plan should include the following components:

- description of the existing FPA, including boundaries, existing and future population, land use, and an assessment of consistency with regional forecasts
- coordination with adopted land use/comprehensive plans
- description of existing receiving stream water quality and use impairments
- description of effluent standards and performance of existing facilities
- boundaries for present and future wastewater service, considering watershed boundaries
- existing and future wastewater service needs (e.g., capacities)
- analysis of wastewater treatment options, including cost-effectiveness
- analysis of wastewater conveyance options, with cost effectiveness
- description of cost impacts on wastewater system users
- infiltration/inflow analyses
- analysis of alternative discharge locations to minimize water quality impacts
- analysis of regional treatment alternatives
- recommended treatment facilities and interceptor sewers
- analysis of residual sludge disposal alternatives
- watershed considerations, including nonpoint source control strategies
- analysis of water supply implications

- *Northeastern Illinois Planning Commission 13* -

- description of financial, legal, institutional, and management arrangements of the applicant to implement the plan
- documented public participation process
- documented intergovernmental coordination process

Facility plans should address a *20-year* planning horizon. A 20-year facility planning area is large enough to accommodate and plan for expected future growth but it is small enough to help ensure that resultant growth is reasonably compact and contiguous.

Appendices

Appendix I

Deferral Guidelines – Adopted 4/89

Initial deferrals can be given at the discretion of the Water Resources Committee for one meeting cycle (approximately 30 days). Deferrals may be based upon, but not limited to, the following situations:

- Absence of Illinois Department of Agriculture’s statutorily required review;
- Request of Applicant;
- If further information is required to ascertain amendment’s consistency with five prerequisite criteria: meets IEPA standards, forecast consistency, and financial assurances;
- Request of the designated management agency for the affected facility planning area.

Further deferrals for one additional meeting cycle to accomplish specific tasks will be considered if:

- Data documents adverse impacts of a regional nature;
- There is a need for IEPA clarification of a particular point, policy, etc.;
- Request is inconsistent with county/local zoning and/or planning; and
- Major “now or clarifying” information is submitted that addresses one of the three prerequisite criteria.

Actions to be accomplished and responsible parties would be clearly specified.

Appendix II

Procedures for Receipt of Late Comments – Adopted 5/89

Category A: Comments arriving less than 10 working days prior to the meeting but before the mailing of annotated meeting materials:

Comments submitted during this period would be mailed separately to Committee members prior to the meeting. At the meeting, Committee members would ask staff:

- a) if staff and any affected parties have had adequate time to analyze the materials;

- b) if the late submitted materials are important to the Committee's discussion and consideration of the amendment request; and

- c) if the late information submitted relates to the Committee's "Deferral Guidelines."

Category B: Comments arriving after the mailing of annotated meeting materials but before meeting date:

Comments received after the mailing of Committee meeting materials would be distributed at the Committee's meeting. At the meeting, Committee members would ask staff:

- d) if staff and any affected parties can respond to the late submitted materials;

- e) if the late submitted materials are important to the Committee's discussion and consideration of the amendment request; and

- f) if the late information submitted relates to the Committee's "Deferral Guidelines."

Category C: Late comments/information presented at the Committee meeting.

Meeting comments are considered under the Commissions' "Deferral Guidelines."

Appendix III

Procedures for Revision of Commission Endorsed Forecasts

If presented with 1) requests from local governments to adjust the forecasts; 2) growth monitoring information that suggests the need for re-evaluation; 3) requests from the State of Illinois to reconsider the regional total; or 4) forecast-related changes in Commission plans and policies, the Northeastern Illinois Planning Commission follows the forecast revision procedures outlined below. NIPC staff will first make a preliminary determination as to whether the proposed or potential revision is of local or regional significance.

Revisions are considered of local significance if they:

- a) do not change county forecast totals;
- b) are of a minor nature, both in terms of amount and percent of total population in the area;
- c) have county endorsement and concurrence of all affected local parties; and
- d) have no major disruptive impact on regional or local plans and programs.

Revisions of local significance that do not necessitate a change in municipal totals will be made by NIPC staff without Commission action unless unusual circumstances suggest otherwise. **Revisions of local significance that do require a change in municipal totals** will be presented, with staff recommendations, to the Commission's Planning and Policy Development Committee for consideration. The Committee will make its recommendations concerning the proposed revision to the full Commission. Formal revisions to the approved municipal forecasts will require approval of the full Commission. All affected counties and municipalities will be notified of the proposed revision and Commission meeting and will have an opportunity to comment. **Revisions of regional significance**, those revisions which will alter county totals and/or have major impacts on regional plans and programs, will be considered annually at a full Commission meeting. All municipalities and counties will be notified of potential revisions and will have a substantial opportunity to comment.

Appendix IV

Model Resolution for Local Government Acceptance (Assurance) of Financial Responsibility

**Resolution Number _____
Resolution Regarding Maintenance of**

(_____)
(Name of Private Wastewater Facility/Land Treatment System)

BE IT RESOLVED by the _____ of the _____

County of _____, Illinois as follows:

Section 1: Purpose and Intent

The purpose of this resolution is to establish for the benefit of the public health, safety and welfare of (Gov't Name) The Illinois Environmental Protection Agency, and the Northeastern Illinois Planning Commission, the minimum financial requirements for the maintenance, repair and replacement of the (wastewater facility) to be installed in the (name of development) of (location) . These limitations and requirements are needed to insure the satisfactory performance of the Facility and to serve the Development and the public health, safety, and welfare of the (Gov't Name) , and are in compliance with the conditions precedent to the recommendation by the Water Resources Committee of the Northeastern Illinois Planning Commission to allow the construction and operation of the System pursuant to the *Areawide Water Quality Management Plan for Northeastern Illinois*, the *Illinois Water Quality Management Plan*, and the issuance of permits therefore by the Illinois Environmental Protection Agency.

Section 2: Definitions

As used herein, the following words and phrases will have the following meanings unless the context clearly indicates a different meaning:

Account: The account or accounts to be established and maintained pursuant to Section 3 below

Association: The _____ Association, its successors and assigns, a not-for-profit corporation under the Illinois General Not-For-Profit Corporation Act, to be established pursuant to the Declaration of Covenants, Conditions and Restrictions for the Development (if applicable).

Declaration: The Declaration of Covenants, Conditions and Restrictions for _____, a copy of which is attached hereto as Exhibit A and made a part hereof. (either a declaration (i) establishing a not-for-profit corporation to own and maintain the facility or (ii) setting forth the Owner's obligations to maintain the Facility.)

Facility: (define System or Plant, as applicable)

Funds: The amount(s) for _____ as identified on (designate budget line items) _____ proposed Cash Budget for years ____ through _____, both inclusive (minimum 20 years), a copy of which is attached hereto as Exhibit B and made a part hereof and to be collected (paid) by _____ pursuant to the terms of the Declaration.

Owner: _____, being the owner of fee simple title to the real estate constituting the Development, and each person(s), who hereafter owns fee simple title to such real estate.

Person: A natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

User: Owner, lessee, or tenant at the Development discharging waste to the Facility.

Section 3: Condition of Granting a Permit

As a condition to granting a Permit for the Facility at the Development pursuant to (reference unit of local government's ordinance regulating private

- Northeastern Illinois Planning Commission 21 -

wastewater land treatment system and/or private wastewater treatment plant, if any) Ordinance _____, the Unit hereby imposes the following conditions upon the (Name of Association) and the (Name of Development) .

a) The Funds shall be used solely for the purpose of the maintenance, repair and replacement of the Facility, in accordance with (applicable Ordinance or this Resolution) and all other Ordinances of the Unit now or hereafter enacted by the Unit with respect to the repair, maintenance and replacement of (private land treatment and/or private wastewater plant) . Each user and the Association (or other responsible party) shall be responsible for the repair, maintenance and replacement of the Facility, notwithstanding that the Funds shall be insufficient to pay all costs associated therewith, and in the event of such deficiency, the Association (or other responsible party) shall levy such additional assessments (substitute for preceding if single owner – the Owner shall be solely responsible for paying all additional costs,) pursuant to the terms of the Declaration, as may be necessary in order to meet its obligations hereunder and under the terms of the Declaration.

b) Prior to the commencement of operation of the Facility, _____ shall establish the Account at a federally insured financial institution located within the Chicago metropolitan area, for the purpose of depositing all Funds therein. The officers of the Association (or other responsible party) shall designate signatories to the Account and the President and Treasurer of the Unit shall also be signatories of the Account. The funds may be withdrawn from the Account upon either the signatures of such designated officers of the Association (or other responsible party) or upon the signature of the designated officers of the Unit. In the event that the Association fails to maintain, repair and replace the Facility as required hereunder, or pursuant to other applicable Ordinances, or the Declaration, the Unit upon ____ days prior written notice to the Association (or other responsible party), at its last known address, shall have the right to withdraw Funds from the Account for the purpose of maintaining, repairing and/or replacing the Facility. Neither the Association (or other

responsible party) nor the unit shall have the right to withdraw and Funds except for the purposes set forth herein.

Section 4: Unit's Responsibility

In the event the Association (or other responsible party) fails to maintain the Facility as required pursuant to all applicable Ordinances and the Declaration, the Unit will notify the Association (or other responsible party) as required pursuant to Ordinance Number ____ (if any, otherwise as required pursuant to Section 3), and if such problem is not corrected as provided therein, the Unit, through the exercise of its police powers, shall enter the Development and cause the problem to be corrected. The Unit shall utilize all or any portion of the Funds in the Account to pay all costs incurred by such Unit action and the Association (or other responsible party) shall immediately deposit into the Account an amount equal to the Funds so expended by the Unit. In the event that the Funds maintained in the Account are not sufficient to pay all costs incurred, the Unit shall cause all such costs to be paid and shall reimburse at the rate set forth in Ordinance Number ____ (if Ordinance so provides; if not, then at the rate set forth in the Declaration).

Section 5: Effective Date

This resolution shall be in full force and effect from and after its adoption.

Appendix V

Procedures for Determining Compliance with Point Source Management Policies
Urbanization of stream watersheds in northeastern Illinois has been shown to cause substantial impairment of designated uses and water quality. While point source impacts to receiving streams have been substantially reduced in older developed areas during the last two decades, adverse impacts still remain. There is particular concern regarding the addition or substantial expansion of wastewater discharges to high quality and/or low flow water bodies. These water bodies are relatively sensitive to even minor perturbations such as those often associated with a waste wastewater discharge.

It is generally assumed by wastewater permitting agencies that a facility designed to meet required effluent standards will also meet receiving stream standards and will not adversely affect designated stream uses. In reality, there is evidence to suggest most treatment facilities will fail to meet effluent standards on occasion and that treatment reliability is generally the lowest for small facilities. There is also evidence to indicate that even when a facility consistently meets its effluent standards it may still have adverse effects on the receiving stream. For example, some treatment facility discharges are low in dissolved oxygen (something typically not specified in NPDES effluent standards). Such a discharge could cause a violation of dissolved oxygen standards in the receiving stream.

The Illinois Water Quality Management plan addresses the issue of treatment plant reliability through several recommendation. First, it states that local DMAs are primarily responsible to ensure the quality of effluent. It also encourages the incorporation of existing miscellaneous and privately owned point sources into the publicly owned systems and discourages the construction of new interim plants or the expansion of plants to be phased out.

Because even minor or short-term disruptions in effluent quality can severely affect low-flow streams, it is argued that special consideration should be given to permitting wastewater discharges in these instances. In particular, it is recommended that new or substantially expanded discharges to small high quality streams be avoided. If such discharges cannot be avoided, then special facility designs should be required to ensure effluent reliability.

An evaluation of whether new facilities or expansions can be avoided should consider all practical alternatives.

- ⌚ The first alternative to be considered is service by an existing facility. For example, if wastewater can be routed to a facility which discharges to a large receiving stream instead of creating a new discharge to a small, high quality stream, then the existing facility should be given preference.
- ⌚ Another recommended alternative is to evaluate a no-discharge system, such as land application. Again, cost differential should be weighed against predicted water quality and stream use impacts.
- ⌚ Another recommended alternative is to evaluate regional treatment options which typically provide a more reliable level of effluent quality than small wastewater plants.
- ⌚ Another recommended alternative is to give preference to discharges to waterbodies which have a greater assimilative capacity (i.e., larger streams as opposed to small streams or lakes).

While cost effectiveness is an important consideration, it may sometimes be preferable to implement a slightly more expensive alternative to avoid a predicted adverse water quality or stream use impact.

In cases where it is demonstrated that there are no practical alternatives to a new or expanded discharge to a sensitive receiving stream, special facility designs or operational requirements should be implemented to ensure minimization of adverse impacts.

In general, preference should be given to high-reliability technologies. In particular, redundancy can be built into critical process designs to ensure the availability of at least one operational unit if another malfunctions. Similarly, effluent polishing lagoons incorporating wetland vegetation could be required. Operationally, it may be reasonable to require that a certified operator be present at all times even for a small facility which would normally require only part-time operation.

For all facility plan amendments involving the construction of a new facility or expansion of an existing facility, the following procedures will be followed by the Commission in reviewing the request

- The applicant and/or NIPC staff will determine whether the proposed facility will discharge to a waterbody which is designated by the IEPA in the latest Illinois Water Quality Report, as being in one of the following categories: full support or partial support with minor impairment. If this condition is met and the dilution ratio (based on the estimated seven-day, ten-year low flow of the receiving waterbody) of the new or expanded discharge is less than five to one, then the applicant will be required to evaluate alternatives as described below.

- *Northeastern Illinois Planning Commission 25* -

- If the above conditions are met, the applicant must fully evaluate alternatives to the new or expanded discharge, such as those discussed above, which would have less impact to the receiving waterbody. This description should be included on the amendment application form.

- If it is clearly demonstrated that there are no practical alternatives to the new or expanded discharge, the applicant should describe what special facility and/or operational design, as discussed above, will be used to ensure the minimization of adverse impacts to the receiving waterbody. This description should be included in Section F, paragraph 1 of the application form.

In summary, it is argued that without special consideration given to new or substantially expanded discharges to small, high quality water bodies, impairment of water quality and waterbody use is inevitable. It is therefore recommended that alternative discharge locations be given preference; or if there are no practical alternatives, special features should be included in the facility's design and operation to ensure consistent protection of the receiving waterbody.

Appendix VI

Procedures for Determining Compliance with Nonpoint Source Management Policies

The *Illinois Water Quality Report for 1992-1993* documents quite clearly the extent of stream use impairment in urban watersheds in Illinois. In northeastern Illinois, urban streams fall into the two lowest categories of use attainment (non-support or partial support with moderate impairment), almost without exception. Primary nonpoint sources contributing to this impairment include urban runoff, construction site runoff, stream bank erosion, channel modification, and draining and filling of wetlands.

The *Illinois Water Quality Management Plan* states that the control of nonpoint source impacts is necessary to prevent impairment of water uses in an urban setting and includes specific recommendations for construction site runoff, urban runoff, and hydrologic modification. The Plan indicates that designated management agencies (DMAs), including municipal and county governments, are responsible for the control of nonpoint sources and that areawide planning agencies, such as NIPC, are responsible for providing technical assistance.

The Plan goes on to say that it is the responsibility of the State to control nonpoint source pollution arising from State sponsored or directed activities. It includes the requirement that an applicant address the need for effective soil erosion and sediment control, Stormwater runoff control, and stream, wetland, and lake protection, via plans or ordinances, as a condition for the approval of a new FPA or an FPA modification.

The Plan also indicates that all counties, municipalities, and other local authorities should adopt and enforce ordinances which are consistent with models such as NIPC's Model Soil Erosion and Sediment Control Ordinance, Model Stormwater Drainage and Detention Ordinance, Model Flood Plain Ordinance and Model Stream and Wetland Protection Ordinance.

In response to identified nonpoint source problems, NIPC's review criteria, and the recommendations of the *Illinois Water Quality Management Plan* all applicants for water quality plan amendments are required to furnish information which addresses local nonpoint source requirements (e.g., ordinances).

The application includes a checklist which addresses a series of standards and criteria for Stormwater management, soil erosion and sediment control, floodplain management, and stream, lake, and wetland management. In general, these standards are consistent with those which should be implemented for

- Northeastern Illinois Planning Commission 27 -

construction activities under the State's NPDES permitting regulations for industrial activity.

While consideration by NIPC (and the State) of these nonpoint source control criteria as part of the water quality amendment process is relatively new, a number of local governments in northeastern Illinois have adopted local programs and control measures consistent with the Illinois Water Quality Management Plan or NIPC policies and ordinances.

For all amendment requests, the following procedures will be followed by the Commission in reviewing water quality plan amendment applications.


- ⌚ All applicants will be required to complete Section E of the Commission's application package which addresses nonpoint source control standards
- ⌚ For applications involving very small amendments (e.g., typically less than about 10 acres) of existing FPAs, the Commission will not require consistency with its nonpoint source standards as a condition for support of the request. However, the commission will recommend that the applicant (or other relevant DMAs) consider adoption of that standards.
- ⌚ For applications involving amendments of existing FPAs in which the subject land areas contain few sensitive features, such as wetlands, and the receiving water bodies are already substantially impaired, the Commission will require that the applicant adopt only those comparable nonpoint source control standards which are relevant to protecting water quality and stream uses. In most such cases, relevant standards will include those addressing soil erosion and sediment control, floodplain management and stormwater drainage and detention.

In determining consistency with Commission recommended standards, it will not be necessary for the applicant to adopt verbatim the NIPC model ordinance and all relevant technical criteria; rather the local ordinances and/or regulations should be consistent with the standards contained in the amendment application checklist and the NIPC models. The applicant must demonstrate by submission of appropriate ordinances (or other relevant documents) that all relevant DMAs have adopted the required standards before support is given for the amendment request. Further, the Commission will recommend that the applicant (and other responsible DMAs) consider adoption of additional standards consistent with the complete checklist, and submit relevant ordinances to the Commission at a future date.

- ⌚ For applications involving amendments of existing FPAs or FPA expansions in which the subject land areas contain significant sensitive features, such as wetlands, and/or the receiving water bodies fully support designated uses or are affected by only minor impairments, the Commission will require that the applicant (and all relevant DMAs) adopt

- *Northeastern Illinois Planning Commission 28* -

all relevant nonpoint source control standards as identified in the checklist. In determining consistency with Commission recommended standards, it will not be necessary for the applicant to adopt verbatim the NIPC model ordinances and all relevant technical criteria; rather the local ordinances should be consistent with the standards contained in the amendment application checklist and the NIPC models. The applicant must demonstrate, by submission of appropriate ordinances (or other relevant documents), that all responsible DMAs have adopted the required standards before support is given for the amendment request.

 If an applicant indicates a willingness to adopt the required nonpoint source control standards but is unable to complete the ordinance adoption process in time for staff review prior to scheduled meeting of the Water Resources Committee, the Committee may recommend conditional support to the IEPA, contingent on the receipt of adequate adopted ordinance language from the applicant. It will be understood by NIPC and IEPA that approval of the application should be withheld until acceptable ordinance language has been received and the NIPC recommends removal of the condition.

The Commission thus will continue to recommend that any IEPA action on a requested amendment be conditioned upon the applicant's submittal to the IEPA and NIPC information documenting the adoption and enforcement of appropriate and nonpoint source control standards by all appropriate and responsible DMAs.

Appendix VII

Procedures and Criteria for Proposed FPA Expansions Affecting Identified Agricultural Preservation Areas

It is the policy of the commission to maintain areas designated as “agricultural preservation” in the *Strategic Plan for Land Resources Management* for farming and uses ancillary to and supportive of the farming economy and community. Agricultural preservation areas also include agriculture areas cited in officially-adopted county or municipal land use plans, as well as all areas designated by the state of Illinois through the Illinois Agricultural Area Conservation and Protection Act. Agricultural preservation areas are regarded as inappropriate for estate, suburban and urban-type development. Only under special conditions, defined by adopted criteria, will designations of agricultural preservation be modified to accommodate development not related to farming.

All amendment requests impacting Agricultural Preservation Areas exceeding one hundred acres require a full “Level I” plan amendment process including a public hearing and action by the full commission.

When Facility Planning Areas are proposed to be extended into an agricultural preservation area, the applicant must demonstrate that the proposed FPA amendment, which includes areas in the Agricultural Preservation Area, has been planned in a manner that will minimize adverse impacts on agricultural resources and farming operations. A recommendation by the Commission will be based on the degree to which the proposal satisfies all of the following criteria:

- (1) a minimum amount of Agricultural Preservation Area is included in the FPA amendment;
- (2) Expansion of the FPA into the Agricultural Preservation Area is necessary in order to accommodate growth consistent in amount with Commission forecasts;
- (3) the FPA expansion is based upon a comprehensive planning process which considers farmland preservation;
- (4) the FPA expansion is required in order to accommodate an economic development opportunity of regional significance not provided for in a county or municipal plan;
- (5) and the applicant provides assurances that the proposed wastewater treatment and development regulations will protect water quality in the expanded FPA and in Agricultural Preservation Area that could be affected by development within and expanded FPA.

- *Northeastern Illinois Planning Commission 30* -

These criteria do not preclude the use of other, general criteria used by the Commission in reviewing proposed amendments to wastewater Facility Planning Areas. An extension of an FPA into the Agricultural Preservation Area cannot be approved without amendment of the Agricultural Preservation Area to remove this designation from area within the extended FPA.

Agricultural Preservation Areas

This map presents the agricultural preservation areas in a generalized fashion. More detailed maps are available in the planning department offices of McHenry, Kane and Will counties.

PLANNING RESOURCES

AVAILABLE FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Financial Capability Guidebook, March 1984

Construction Grants – 1985, Municipal Wastewater Treatment, July 1984

Management of On-Site and Small Community Wastewater Systems, July 1982

Small Wastewater System – Alternative Systems for Small Communities and Rural Areas, January 1980.

AVAILABLE FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Illinois Water Quality Management Plan, revised annually

Illinois Water Quality Report: 1992-1993, August 1994

Procedures and Requirements for Conflict Resolution in Revising Water Quality Management Plans (35 Ill. Administrative Code, Title 35, Ch. II, Part 351)

Procedures and Requirements for Contested Case Hearings (35 Ill. Administrative Code, Title 35, Ch. II, Part 168)

AVAILABLE FROM THE NORTHEASTERN ILLINOIS PLANNING COMMISSION
Areawide Water Quality Management Plan for Northeastern Illinois, January 1979 (Available for examination in NIPC library.)

Best Management Practice Guidebook, 1992

Data Bulletin No. 91-1, 1990 Census Housing Units and Population by Race and Spanish Origin for Northeastern Illinois Municipalities, Counties, Townships, and Chicago Community Areas, with Selected 1980 Statistics

Environmental Considerations in Comprehensive Planning: A Manual for Local Officials, 1994

Facility Planning Area (FPA) boundary Maps for northeastern Illinois with accompanying tabular listings show permitted wastewater facilities and facility planning area boundaries as contained in the Illinois Water Quality Management Plan. Tabular tables also delineate designated management agencies by FPA

- *Northeastern Illinois Planning Commission 33* -
with current and planned public and private treatment facilities and discharge
points, Updated annually in June.

*Interim Revised Population, Households and Employment in Northeastern Illinois
for 2010, 1991*

*Landscaping Techniques and Materials for Urban Illinois Stream Corridors and
Wetland Edges, 1991*

Model Floodplain Ordinance, 1989

Model Soil Erosion and Sediment Control Ordinance, 1991

Model Stormwater Drainage and Detention Ordinance, updated 1994

Model Stream and Wetland Protection Ordinance, 1988

*Regional Septage Disposal Plan, An Element of the Areawide Water Quality
Management Plan for Northeastern Illinois, September 1981*

Stormwater Detention for Water Quality Benefits, 1986

Strategic Plan for Land Resource Management, June 1992

*Urban Stormwater Best Management Practices for Northeastern Illinois, A
Course Notebook, 1993*

*Water Quality Management Plan Amendment Process and Procedures, revised
1996*

*Water Quality Management Plan – Amendment Application of the Northeastern
Illinois Planning Commission, revised 1996*

ATTACHMENT 2

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

“I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.”

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

ATTACHMENT 3

Information to Be Provided by Bidder

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: _____ Contact Person: _____

Business Address: _____

Telephone: (____) _____ FAX : (____) _____ Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.: _____

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

List names and addresses of owners of the firm or names and titles of officers of the corporation:

Client list of services rendered currently and/or in the recent past:

<u>Type of Service/Product</u>	<u>Date Completed</u>	<u>Name and Address of Client</u>	<u>Contact Name and Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

- a. _____

- b. _____

- c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined Sec. III, provision 31g1). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.