



Des Plaines River Watershed Workgroup

Executive Board

7/15/2015

3:30-4:30 PM

Lake County Public Work, 650 Winchester Road, Libertyville IL 60048

Outcomes:

- Determine General Membership meeting agenda
- Approve Illinois EPA 319 grant agreement with LCSMC
- Determine next meeting dates

Agenda

1. Call the meeting to order
2. Approve 6/16/15 meeting minutes
3. Public Comment
4. DRWW Membership update
5. General Membership meeting agenda
 - a. Des Plaines River Riffle and Denitrification – Dr. Hey
 - b. Rockford's Wet Weather Monitoring Program – Brad Holcomb
6. Action Item: Approve Agreement with LCSMC for Illinois EPA 319 Des Plaines Watershed Planning Grant
7. Action Item: Approve FY 2015 Budget
8. Action Item: Approve Water Column Monitoring Contract with Suburban Laboratories, Inc. in the amount of \$66,505.00.
9. Action Item: Approve Geosyntec Invoice #18152166 for professional services from May 1-31, 2015 in the amount of \$4,040.26.
10. Next Meetings: Membership Meeting August 13th, 1:30 at NSWRD
11. Adjourn



Des Plaines River Watershed Workgroup

Executive Board

6/3/2015

2:45-3:00 PM

Minutes

1. Approve the minutes from the previous Executive Board meeting, April 13, 2015. John Heinz motioned, Brian Dorn seconded. The motion passed unanimously.
2. Invoice and Agreement update. Andrea said that she will send out the invoices for the first year of annual membership dues. Peter Kolb clarified that Public Works will be billed for \$60,000. Mike Warner said that \$25,000 in County dues will be billed by Wendy Morey at Lake County SMC to Patrice Sutton in County Finance. John Heinz suggested at the next membership meeting the group ask all members for the end of their fiscal years.
3. 319 Scope: Develop a Monitoring Strategy document under 319 funds or not. A motion was made by John Heinz and seconded by Mike Adam to approve the recommendation put forth by the Monitoring Committee, to develop a two page strategy document, revise the QAPP, seek Illinois EPA approval, and initiate water chemistry monitoring this year. A more detailed monitoring strategy document will be developed by an expert selected through an RFP process in the near future.
4. Next Meeting: June 17th at 2 PM at Lake County Public Works. This meeting was subsequently changed to June 16th at 3:30 PM at Lake County Public Works due to conflicts.
5. Adjournment: A motion was made to adjourn by John Heinz, seconded by Mike Adams. The motion passed unanimously.

Executive Board Members Present:

Peter Kolb, Lake County Public Works

Brian Dorn, North Shore Water Reclamation District

Michael Talbet, Village of Kildeer

John Heinz, Village of Libertyville

Joe Robinson, North Shore Water Reclamation District

Mike Adam, Lake County Health Department

Others Present:

KC Doyle, Lake County

Mike Novotney, Lake County Stormwater Management Commission

Mike Warner, Lake County Stormwater Management Commission

Patty Werner, Lake County Stormwater Management Commission

Al Giertych, Lake County Department of Transportation

Austin MacFarland, Lake County Public Works

Jim Bland, Sierra Club

Randy Seebach, Lake County Forest Preserve District

Steve Vella, Village of Libertyville

AGREEMENT
between the
DES PLAINES RIVER WATERSHED WORKGROUP
And the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
for providing ADMINISTRATIVE AGENT and WATERSHED PLANNING SERVICES

WHEREAS, the Des Plaines Watershed Workgroup (DRWW) is an organization formed individually and collectively, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; Article VII, Section 10 of the 1970 Constitution of the State of Illinois; the Local Land Resource Management Planning Act, 50 ILCS 805/1 et seq.; the Illinois Drainage Act, 70 ILCS 605/1 et seq.; and other statutory authority, the Environmental Protection Act, 415 ILCS 5 et seq.; The Green Infrastructure for Clean Water Act, 415 ILCS 56/1 et seq.; and other applicable law; and

WHEREAS, the Lake County Stormwater Management Commission (“SMC”) formed pursuant to 55 ILCS 5/5-1062 et seq., providing authority to the Stormwater Management Commission; is desirous of acting as the ‘Administrative Agent’ for the DRWW and implementing a Watershed Planning study grant (STUDY) obtained from the IEPA, in conjunction with the DRWW, having related organizational mission and objectives; and

WHEREAS, the Administrative Agent duties provided to the DRWW shall include but are not limited to, communication and coordination, membership development, website management, financial accounting, meeting implementation following the Illinois Open Meetings Act requirements, providing Illinois Freedom of Information Act services per that Act’s requirements, technical support, providing recommendations and support for purchasing and procurement of contractual services following Illinois Professional Services Selection Act and the Lake County Purchasing Policies when applicable; and

WHEREAS, the STUDY as described in the IEPA Financial Assistance Agreement 3191506 (Attachment A) is limited to tasks 1, 2, 4, 5, 6, 7, 8, 21, 22, 23, 24, 25, and 26 specifically with regard to the Des Plaines River Watershed Planning components and will assist the DRWW and the SMC in the mutual objectives of collecting water quality data and identifying water quality impairments in the Des Plaines River Watershed (WATERSHED) , which includes a \$47,500 reimbursable budgetary expense for an enhanced water quality monitoring strategy and Quality Assurance Project Plan (QAPP) not required through an IEPA permit; and

WHEREAS, the SMC will perform Administrative Agent duties at no cost to the DRWW, through the end of the STUDY (June 30th, 2018), as in-kind services to the mutual benefit of the public and execution of this agreement, except when the circumstance occurs, the hiring of subconsultants by the DRWW, to perform work related to the objectives of the DRWW, , which will be processed by SMC as pass-through payments to the DRWW; and

WHEREAS, the DRWW will allow membership dues collected and applied to water quality monitoring program costs, to be utilized to the extent possible as approved by the IEPA as cost match for the STUDY, after IEPA execution of the STUDY as described in Attachment A ; and

WHEREAS, the parties hereto, by their respective governing boards, find this Agreement to be fair and to the mutual benefit of the parties hereto.

NOW, THEREFORE, the DRWW and the SMC agree, by their authorized representatives, to the following:

1. That the recitals above be and are incorporated by reference as a part of this Agreement.
2. Mutual Agreements. DRWW and SMC agree:
 - a) Sub-consultants hired by the DRWW shall be approved by the DRWW Executive Board and invoices received shall be paid by SMC from the DRWW account as part of the administrative services provided under this agreement.

b) Mutually review the terms of this agreement, at a minimum, within the second fiscal quarter of each calendar year, to ensure both the SMC services rendered are meeting expectations of the DRWW and that SMC staff expenses are being remunerated appropriately, specifically with regard to expenses after the end of the STUDY (June 30th, 2018).

3. DRWW Agreements. DRWW agrees as follows:

- a) The DRWW agrees to allow the SMC utilization of DRWW dues expended as part of the DRWW overall water quality monitoring strategy as grant match for IEPA approved STUDY components. In no event shall the amount of match allowed exceed \$279,000 over a three year fiscal year period (June 2015 – June 2018) for costs associated with the STUDY (the “Maximum Grant Match Amount”) as shown in Attachment A, for Des Plaines River Watershed Planning Services.
- b) The DRWW agrees to allow SMC to perform invoice payments to sub-consultants approved per 2.a) above.

4. SMC Agreements. SMC agrees as follows:

- a) SMC agrees each year, starting in June 2015 to develop a yearly budget for the DRWW Executive Board approval and three-year budget estimate, based on projected membership dues received and expected STUDY and sub-consultant expenses.
- b) SMC agrees to provide the Administrative Agent services, implement the STUDY effectively and efficiently.
- c) SMC agrees to provide financial reporting of revenues and expenditures on at least a quarterly and year end basis, so that the DRWW may make informed decisions on financial matters, regarding expenses and dues adjustments that may be necessary per the DRWW bylaws.

5. Effective date of agreement: The effective date of this Agreement shall be July 15th, 2015.

6. Terms of Agreement:

- a) The terms of this Agreement are valid until June 30th, 2018, at which time this Agreement shall automatically renew each year thereafter on July 1st provided, however, that an event of termination occurs, then the applicable renewal term shall be shortened to the date of the event of termination.
- b) Either party may terminate this Agreement upon 30 days written notice to the other party. In the event of such termination, the DRWW shall reimburse the SMC for eligible STUDY expenditures made up to the date of notice of termination, up to the grant maximum match amount of \$279,000.
- c) All adjustments, additions, and/or deletions to this Agreement are subject to the written approval of both parties.
- d) This Agreement shall be governed by and construed according to the laws of the State of Illinois.

Agreed and executed by the parties hereto, by their duly authorized representatives, on the date first written above.

Des Plaines River Watershed Workgroup

Lake County Stormwater Management Commission

By: _____
President

By: _____
Executive Director

Attest: _____
Vice-President

Attest: _____
Business Office Manager

EXHIBIT A – IEPA GRANT 3191506

Financial Assistance Agreement

State of Illinois
Illinois Environmental Protection Agency
Bureau of Water

AGREEMENT PERIOD:

The period of performance covered by this agreement shall be from **The Date of Execution** through **July 31, 2018**. No services will be paid which are performed prior to or subsequent to this performance period.

Assistance Amount \$658,162.00 CFDA Number 66.460

Agreement Type 319 Agreement Number 3191506

Recipient Lake County Stormwater Management Commission

Address 500 W. Winchester Road, Suite 201 Telephone (847) 377-7717
Libertyville, Illinois 60048

Project Description/Scope of Work

DES PLAINES RIVER WATERSHED BMP IMPLEMENTATION AND PLANNING PROGRAM

Under this Agreement, the Recipient shall complete the following tasks.

PROJECT COORDINATION & TECHNICAL ASSISTANCE

1. Serving as the lead organization, the Recipient shall direct the implementation of an expanded planning area for the Upper and Lower Des Plaines River watershed within Lake County to document and as necessary complete the elements of a watershed-based plan for the entire expanded planning area. This includes updates to existing plans and creation of new plans. The Recipient shall also coordinate the implementation of biological and chemical monitoring, and nonpoint source (NPS) pollution control projects proposed under this Agreement. The Recipient shall provide financial and technical assistance to landowners and land operators to implement the best management practices (BMPs) consistent with the designs approved in Items 9, 13, and 17 of this Agreement.

WATERSHED RESOURCE INVENTORY

2. The Recipient shall coordinate the completion of a comprehensive watershed resource inventory (Inventory) for the Upper and Lower Des Plaines River (IL_G-36) watershed (HUC 0712000402, 0712000403, and that portion of 0712000405 north of, and including, the confluence of Buffalo Creek (Wheeling Drainage Ditch) designed to support planning activities to improve water quality through the control of NPS pollution. A map of the watershed planning area is included as Attachment B of this Agreement. The requirements

for an Inventory are detailed in Attachment A, and will include, at a minimum, the following sections:

- Watershed Boundaries
- Geology and Climate
- Soils
- Watershed Jurisdictions
- Demographics
- Land Use / Land Cover
- Watershed Drainage System
- Water Quality Assessment

The Recipient shall submit a draft format for the Inventory to Illinois EPA by November 30, 2015. A copy of the draft Inventory shall be completed and submitted by the Recipient to the Illinois EPA by December 31, 2017. The final Inventory shall be completed and submitted by the Recipient to the Illinois EPA as part of the watershed-based plan development described in Item 4 of this Agreement.

SMALL WATERSHED ASSESSMENT AND ACTION PLANNING (SWAAP) PILOT STUDY

3. The Recipient shall complete a Small Watershed Assessment and Action Plan (SWAAP) pilot study within two (2) catchments, lake watersheds, or subwatershed management units within the Upper and Lower Des Plaines River watershed within Lake County. The SWAAP will be designed to aid in the transition between watershed-based planning and project implementation. The SWAAP process will include: selection of the study areas; a review of baseline conditions within the study areas; and, using methods previously developed by the Center for Watershed Protection, detailed, on-the-ground assessment work to identify and develop concept plans for stream corridor restoration projects, lake shoreline restoration projects, upland protection and restoration projects, and stormwater retrofit projects. Based on detailed on-the-ground assessment and concept design work, the Recipient will provide watershed stakeholders with detailed guidance to turn the ideas and concepts presented in the watershed-based plan into a set of projects and programs that can be efficiently implemented.

The Recipient shall submit a draft format for a SWAAP to Illinois EPA by September 30, 2015. A copy of the two (2) draft SWAAPs shall be completed and submitted by the Recipient to the Illinois EPA by June 30, 2017. The final SWAAPs shall be completed and submitted by the Recipient to the Illinois EPA by September 30, 2017.

EXPANDED PLANNING AREA FOR WATERSHED-BASED PLANNING

4. The Recipient shall document, update, or develop components to complete a watershed-based plan (Plan) for the expanded planning area for the nine (9) subwatersheds of the Upper and Lower Des Plaines River watershed. The Plan will be designed to improve water quality through the control of NPS pollution. The plan shall meet the requirements outlined in Attachment A of this Agreement and be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised) and the Chicago Metropolitan Agency for Planning's "Guidance for Developing Watershed Action Plans in Illinois" dated June 2007.

The Plan shall contain a problem statement, goals, and objectives as developed from the completed Inventory along with input from the local stakeholders and local experts. The Plan shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Site-specific and watershed-wide BMPs shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The Plan shall contain the associated units (number, feet, acres) of BMPs that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and for each site-specific recommended BMP the entity responsible for its installation. All pollutant load reduction estimates should be made recognizing the natural variability and the difficulty in precisely predicting the performance of BMPs over time.

The Plan shall identify the costs and funding sources associated with its implementation. The Plan shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component.

The Recipient shall submit a draft format for the documentation of the watershed-based planning effort for the expanded planning area to Illinois EPA by November 30, 2015. Two (2) copies of the draft Plan shall be completed and submitted by the Recipient to the Illinois EPA by February 28, 2018. The final Plan, including the Inventory, as described in Item 2, shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by May 31, 2018.

EXECUTIVE SUMMARY

5. Plan findings and recommendations shall be encapsulated into an executive summary that will be used to inform watershed stakeholders and local decision makers of the watershed needs for water quality improvement. The executive summary shall contain appropriate photos, graphics, and maps. Two (2) copies of the draft executive summary shall be completed and submitted by the Recipient to the Illinois EPA by February 28, 2018. Three (3) paper copies and one (1) electronic copy of the final executive summary shall be completed and submitted by the Recipient to the Illinois EPA by May 31, 2018.

SELF-ASSESSMENT OF PLAN

6. The Recipient shall perform a self-assessment of the final Plan developed under Item 4 of this Agreement using USEPA Region 5's checklist to verify that all elements of a watershed-based plan have been met. The checklist shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by February 28, 2018.

WATER QUALITY MONITORING

7. The Recipient shall develop a Monitoring Strategy for the DesPlaines River Watershed BMP Implementation and Planning Program. The Monitoring Strategy will be developed to 1) identify and locate nonpoint sources of water quality stressors; 2) serve as a foundation for planning for the project area; 3) inform the development of future implementation strategies that will address the existing water quality problems, and 4) be repeated in future years, assisting in watershed-based plan evaluations and updates. The Monitoring Strategy will provide an overview of the proposed monitoring activities to occur within the Agreement period, while Illinois EPA approved Quality Assurance Project Plans will provide the details

on procedures for the collection, assessment, and reporting of the data. The Recipient shall establish procedures for the collection and assessment of data that are designed to document baseline water quality conditions in the watershed and the impacts resulting from NPS pollution.

The Monitoring Strategy shall follow an Illinois EPA approved Quality Assurance Project Plan (QAPP) and will identify, or will reference sections of the QAPP that identify, procedures for measuring appropriate physical, chemical and biological water quality indicators such as nutrients, suspended solids, water clarity, dissolved oxygen, temperature, specific conductance, and pH. The Recipient shall also identify proposed sampling sites, equipment needed, implementation schedule, and budget.

The draft Monitoring Strategy shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by January 31, 2016. The final Monitoring Strategy shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by March 31, 2016.

No monitoring may be initiated for any parameter that is not covered by an Illinois EPA approved QAPP. The Recipient shall submit a copy of all appropriate Illinois EPA approved QAPPs to the Watershed Management Section prior to implementing the Monitoring Strategy. With concurrence from Illinois EPA, the Recipient may implement a component of the Monitoring Strategy before an entire QAPP is approved. All monitoring shall be completed by October 31, 2017.

DATA REPORTING

8. The Recipient shall enter all environmental monitoring data collected in accordance with Item 7 of this Agreement into a computer spreadsheet that can be downloaded into Illinois EPA's Assessment Data Base (ADB) system and USEPA's STORET system. The Recipient shall also submit all data electronically to the Illinois EPA by December 31, 2017.

MUNDELEIN PARK DISTRICT

9. Design Specifications - The Recipient, or its Assigns, shall prepare design plans and specifications (Design) for the construction of stormwater BMPs to reduce nonpoint source pollution to Bull Creek in the Keith Mione Community Park, Mundelein, Illinois. The Design shall describe the stabilization of 250 linear feet of eroded streambank, two (2) check dams to stabilize a gully that drains to Bull Creek, and 810 linear feet of riparian buffer (26 foot wide) along the shore of Community Park Pond. The project will include re-shaping of the bank, erosion-control blanket, coir logs with native plugs or rock toe, two (2) check dams for grade control, and permanent vegetative cover,. The BMPs shall be designed to filter runoff so as to remove suspended sediment, nutrients, and other suspended and soluble nonpoint source pollutants as well as reduce runoff volume and velocity while providing other beneficial hydrologic functions.

The Design shall identify the type and general location of the BMPs listed above, and provide a detailed blueprint for their cost, location, design, maintenance, installation and construction, and materials used, including plant species. The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Design shall meet the requirements of the current Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be

certified by a registered professional engineer unless the Recipient obtains a waiver of this certification requirement from the Illinois EPA. An electronic copy or two (2) paper copies of the draft Design and "BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by April 30, 2016. An electronic copy or two (2) paper copies of the final Design and "BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by June 30, 2016.

10. Permits and Landowner Agreements - The Recipient, or its Assigns, shall secure all necessary permits prior to the implementation of the Design developed under Item 9 of this Agreement. The Recipient, or its Assigns, shall enter into appropriate legally binding arrangements with participating landowners to ensure that the BMPs are maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the implementation of the BMPs. The Recipient shall submit a copy of the executed arrangements to the Illinois EPA by April 30, 2016.
11. Operation and Maintenance Plan - The Recipient, or its Assigns, shall develop an Operation and Maintenance Plan (O & M Plan) for the BMPs implemented under Item 9 of this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O & M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of the O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by April 30, 2016. The final O & M Plan shall all be completed and submitted by the Recipient to the Illinois EPA by June 30, 2016.
12. Design Implementation - The Recipient, or its Assigns, shall implement the Illinois EPA approved Design developed under Item 9 of this Agreement.

Construction and implementation of the Design developed in accordance with Item 9 of this Agreement must begin by September 30, 2016. In the event that construction and implementation of the Design developed in accordance with Item 9 of this Agreement has not begun by September 30, 2016, the Recipient, or its Assigns, shall immediately discontinue all work on the Mundelein component of this Agreement, unless an extension is requested by the Recipient and approved by the Illinois EPA prior to September 1, 2016. In the event of such a discontinuation of work, no costs incurred in association with the Mundelein component of this Agreement will be eligible for reimbursement by the Illinois EPA.

The Recipient, or its Assigns, shall complete the installation and construction of the BMPs by April 30, 2017. Photographic documentation of Design implementation shall be completed and submitted by the Recipient to the Illinois EPA by June 30, 2017.

COLLEGE OF LAKE COUNTY

13. Design Specifications - The Recipient, or its Assigns, shall prepare design plans and specifications (Design) for the construction of stormwater BMPs to reduce nonpoint source pollution. The Design shall describe the implementation of 2,150 linear feet of bioswales within and adjacent to parking lots 2, 3, 6, 7, and 7A, on the College of Lake County campus in Grayslake, Illinois.

The BMPs shall be designed to filter runoff so as to remove suspended sediment, heavy metals, oil and grease, nutrients, and other suspended and soluble nonpoint source pollutants as well as reduce runoff volume and velocity while providing other beneficial hydrologic functions before draining into Willow Lake.

The Design shall identify the type and general location of the BMPs listed above, and provide a detailed blueprint for their cost, location, design, maintenance, installation and construction, and materials used including plant species. The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Design shall meet the requirements of the current Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be certified by a registered professional engineer unless the Recipient obtains a waiver of this certification requirement from the Illinois EPA. An electronic copy or two (2) paper copies of the draft Design and "BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by April 30, 2016. An electronic copy or two (2) paper copies of the final Design and "BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by June 30, 2016.

14. Permits and Landowner Agreement - The Recipient, or its Assigns, shall secure all necessary permits prior to the implementation of the Design developed under Item 13 of this Agreement. The Recipient, or its Assigns, shall enter into appropriate legally binding arrangements with participating landowners to ensure that the BMPs are maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the implementation of the BMPs. The Recipient shall submit a copy of the executed arrangements to the Illinois EPA by April 30, 2016.
15. Operation and Maintenance Plan - The Recipient, or its Assigns, shall develop an Operation and Maintenance Plan (O & M Plan) for the BMPs implemented under Item 13 of this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O & M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of the O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by April 30, 2016. The final O & M Plan shall all be completed and submitted by the Recipient to the Illinois EPA by June 30, 2016.
16. Design Implementation - The Recipient, or its Assigns, shall implement the Illinois EPA approved Design developed under Item 13 of this Agreement.

Construction and implementation of the Design developed in accordance with Item 13 of this Agreement must begin by September 30, 2016. In the event that construction and implementation of the Design developed in accordance with Item 13 of this Agreement has not begun by September 30, 2016, the Recipient, and its Assigns, shall immediately discontinue all work on the College of Lake County component of this Agreement, unless an extension is requested by the Recipient, and approved by the Illinois EPA prior to September 1, 2016. In the event of such a discontinuation of work, no costs incurred in

association with the College of Lake County component of this Agreement will be eligible for reimbursement by the Illinois EPA.

The Recipient, or its Assigns, shall complete the installation and construction of the BMPs for Lots 6 & 7 by April 30, 2017 and Lots 2 & 3 by August 30, 2017. Photographic documentation of Design implementation shall be completed and submitted by the Recipient to the Illinois EPA by September 30, 2017.

LAKE COUNTY FOREST PRESERVE DISTRICT

17. Design Specifications - The Recipient, or its Assigns, shall prepare design plans and specifications (Design) for the construction of stormwater BMPs at four (4) sites to reduce nonpoint source pollution. The Designs shall describe the implementation of 7.8 acres of grassed waterways, 4 rock check dams, 1 rock scour pool, 34 acres of conservation tillage, 2.6 acres of field border strips, and 30 feet of tile repair in the North Mill Creek-Dutch Gap Canal subwatershed.

The BMPs shall be designed to filter runoff so as to remove suspended sediment, nutrients, and other suspended and soluble nonpoint source pollutants as well as reduce runoff volume and velocity while providing other beneficial hydrologic functions.

The Design shall identify the type and general location of the BMPs listed above, and provide a detailed blueprint for their cost, location, design, maintenance, installation and construction, and materials used including plant species. The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Design shall meet the requirements of the current Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be certified by a registered professional engineer or NRCS staff unless the Recipient obtains a waiver of this certification requirement from the Illinois EPA. An electronic copy or two (2) paper copies of the draft Design and "BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by April 30, 2016. An electronic copy or two (2) paper copies of the final Design and "BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by June 30, 2016.

18. Conservation Plans, Permits and Landowner Agreement - The Recipient, or its Assigns, shall confirm that the landowner has an up-to-date conservation plan for all of their property that drains to the BMP site and has secured all necessary permits prior to the implementation of the Design developed under Item 17 of this Agreement. Prior to BMP implementation, the Recipient shall enter into appropriate legally binding arrangements with participating landowners to ensure that the BMPs will be maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the implementation of the BMPs. The Recipient shall submit a copy of the executed arrangements to the Illinois EPA, prior to the installation of the BMP, and no later than April 30, 2016.
19. Operation and Maintenance Plan - The Recipient, or its Assigns, shall develop an Operation and Maintenance Plan (O & M Plan) for the BMPs implemented under Item 17 of this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The

O & M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of the O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by April 30, 2016. The final O & M Plan shall all be completed and submitted by the Recipient to the Illinois EPA by June 30, 2016.

20. Design Implementation - The Recipient, or its Assigns, shall implement the Illinois EPA approved Design developed under Item 17 of this Agreement.

Construction and implementation of the Design developed in accordance with Item 17 of this Agreement must begin by November 30, 2016. In the event that construction and implementation of the Design developed in accordance with Item 17 of this Agreement has not begun by November 30, 2016, the Recipient, and its Assigns, shall immediately discontinue all work on the Lake County Forest Preserve District component of this Agreement, unless an extension is requested by the Recipient and approved by the Illinois EPA prior to November 1, 2016. In the event of such a discontinuation of work, no costs incurred in association with the Lake County Forest Preserve District component of this Agreement will be eligible for reimbursement by the Illinois EPA.

The Recipient, or its Assigns, shall complete the installation and construction of the BMPs by April 30, 2017. Photographic documentation of Design implementation shall be completed and submitted by the Recipient to the Illinois EPA by June 30, 2017.

EDUCATION

21. The Recipient will develop and implement an active and passive education program that uses the planning and BMP implementation activities conducted under this Agreement to promote NPS pollution control awareness to watershed stakeholders. The Recipient shall develop an Education Strategy which describes the activities to be conducted as part of this project. The Education Strategy will provide a proposed schedule, outline, and budget for all educational activities to be completed through this project. The Recipient can use tools such as signs, programmatic experiences, educational outreach with partner organizations, tours and/or planting days, displays, newspaper and newsletter articles, brochures, and web site to complete this project component. The draft Education Strategy will be submitted by the Recipient to the Illinois EPA by September 30, 2015, with the final Education Strategy submitted by November 15, 2015. No activities related to education shall be implemented until the final Education Strategy is approved by Illinois EPA. The Recipient shall submit a final agenda for workshops, tours and other special events to the Illinois EPA at least 30 days prior to the execution of said event. The Recipient shall conduct all education activities by May 31, 2018.

PROJECT REPORT

22. The Recipient shall prepare a project report which describes the execution of the DesPlaines River Watershed BMP Implementation and Planning Program project. The report shall include information pertaining to the project goals, and documents the steps taken and results achieved, including but not limited to:
- The outputs, outcomes, schedule, costs, benefits, and obstacles encountered during implementation of the watershed-based planning, SWAAP, and monitoring efforts.

- BMP implementation (i.e., pre and post conditions, type and location of practices, practice design, methods of practice installation).
- A description of the outreach or informational activities, including the type of activity, the topics covered and the number of participants.
- The project's success, including perceived improvements in citizen involvement, staff knowledge of water quality issues and any change in the public's perception of NPS pollution and water quality.

An electronic copy of the draft report shall be completed and submitted by the Recipient to the Illinois EPA by April 30, 2018. The final report shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by June 30, 2018.

OTHER DIRECTED ACTIVITIES

23. The Recipient shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Illinois EPA in consultation with the Recipient during the course of the project.
24. The Recipient shall submit a written progress report by the fifteenth (15th) of January, April, July, and October occurring during the Agreement Period. Whenever practical reports should be submitted electronically or printed two sided.
25. All products produced and all work performed by the Recipient, and its Assigns, under this Agreement shall be subject to review and approval by the Illinois EPA to determine eligibility and acceptability in meeting the terms and intent of this Agreement.
26. The Recipient and the Illinois EPA retain the right to cite, quote, circulate, and reprint all documents and other materials produced under this Agreement. The Recipient will include in any publications for external general circulation (including all press releases, brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."
27. At each project site where BMPs are installed under this Agreement, the Recipient shall design and erect a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of this project. Sign design must be approved by, and consistent with the specifications of, the Illinois EPA prior to their installation at any project site. Designs for all signs shall be completed and submitted by the Recipient to the Illinois EPA by December 31, 2015. The Recipient shall erect the signs approved by the Illinois EPA prior to the installation of the BMP(s) at each project site. The signs shall remain in place throughout the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Recipient and the Illinois EPA. The Recipient shall complete the installation of all signs approved by the Illinois EPA prior to installation of the Design.

Project Schedule

<u>Description</u>	<u>Completion Date</u>
PROJECT COORDINATION & TECHNICAL ASSISTANCE	
1. Project Coordination	June 30, 2018
WATERSHED RESOURCE INVENTORY	
2. Draft Format for Watershed Resource Inventory	November 30, 2015
Draft Watershed Resource Inventory	December 31, 2017
SMALL WATERSHED ASSESSMENT AND ACTION PLANNING PILOT STUDY	
3. Draft Format SWAAP	September 30, 2015
Draft SWAAP	June 30, 2017
Final SWAAP	September 30, 2017
EXPANDED PLANNING AREA FOR WATERSHED-BASED PLANNING	
4. Draft Watershed-based Plan Format	November 30, 2015
Draft Watershed-based Plan	February 28, 2018
Final Watershed-based Plan	May 31, 2018
EXECUTIVE SUMMARY	
5. Draft Executive Summary	February 28, 2018
Final Executive Summary	May 31, 2018
SELF-ASSESSMENT OF PLAN	
6. Region 5 Checklist	February 28, 2018
WATER QUALITY MONITORING	
7. Draft Monitoring Strategy	January 31, 2016
Final Monitoring Strategy	March 31, 2016
Complete Monitoring	October 31, 2017
DATA REPORTING	
8. Submit Data to Illinois EPA	December 31, 2017
MUNDELEIN PARK DISTRICT	
9. Draft Design and BMP Application Form	April 30, 2016
Final Design and BMP Application Form	June 30, 2016
10. Permits and Landowner Agreement	April 30, 2016
11. Draft O & M Plan	April 30, 2016
Final O & M Plan	June 30, 2016
12. Design Implementation	April 30, 2017
Photographic Documentation of Construction	June 30, 2017
COLLEGE OF LAKE COUNTY	
13. Draft Design and BMP Application Form	April 30, 2016
Final Design and BMP Application Form	June 30, 2016
14. Permits and Landowner Agreement	April 30, 2016
15. Draft O & M Plan	April 30, 2016
Final O & M Plan	June 30, 2016
16. Design Implementation Lots 6 & 7	April 30, 2017
Design Implementation Lots 2 & 3	August 30, 2017
Photographic Documentation of Construction	September 30, 2017

LAKE COUNTY FOREST PRESERVE DISTRICT

- | | |
|---|----------------|
| 17. Draft Design and BMP Application Form | April 30, 2016 |
| Final Design and BMP Application Form | June 30, 2016 |
| 18. Conservation Plans, Permits and Landowner Agreement | April 30, 2016 |
| 19. Draft O & M Plan | April 30, 2016 |
| Final O & M Plan | June 30, 2016 |
| 20. Design Implementation | April 30, 2017 |
| Photographic Documentation of Construction | June 30, 2017 |

EDUCATION

- | | |
|---|--------------------|
| 21. Draft Education Strategy | September 30, 2015 |
| Final Education Strategy | November 15, 2015 |
| Complete Implementation of Education Strategy | May 31, 2018 |

PROJECT REPORT

- | | |
|--------------------------|----------------|
| 22. Draft Project Report | April 30, 2018 |
| Final Project Report | June 30, 2018 |

OTHER DIRECTED ACTIVITIES

- | | |
|---------------------|---------------------------|
| 24. Progress Report | Quarterly as stipulated |
| 27. Sign Design | December 31, 2015 |
| Install Sign | Prior to BMP Construction |

Estimated Allowable Project Costs

Project Cost Summary			Total
Direct Labor			\$287,880.00
	Administration	28,320.00	
	Professional/Technical	42,060.00	
	WBP Staff	217,500.00	
Indirect Costs			\$0.00
	Indirect Costs	0.00	
Other Direct Costs			\$867,844.00
	Travel	0.00	
	Equipment/Materials/Supplies	360.00	
	WBP/Monitoring Subcontracts	426,500.00	
	BMP Implementation	440,984.00	
TOTAL			\$1,155,724.00

Assistance Amount at	<u>56.948%</u>	\$ <u>658,162.00</u>
Recipient Share at	<u>43.052%</u>	\$ <u>497,562.00</u>

Comments on Allowable/Excluded Costs

Costs incurred between June 4, 2015, and the execution of this agreement; for work on Tasks 1 – 4, 7, 9 – 11, 13 – 15, 17 - 19, and 21 of this Agreement are not eligible for reimbursement as part of the Assistance Amount and may only be used as match under the Recipient Share.

The requirement of certification by a Registered or Licensed Professional Engineer of Illinois, NRCS staff, or a NRCS certified Technical Service Provider is waived for the following BMPs: conservation tillage.

The ten (10) year requirement for operation and maintenance is waived for the following BMPs: Conservation Tillage. Operation and maintenance of these BMPs shall be conducted for a period mutually agreed upon by the Recipient and the Illinois EPA prior to the installation of the BMPs.

The sign requirement is waived for BMP sites that are not easily visible by the general public.

Offer and Acceptance

This Financial Assistance Agreement is subject to all applicable State and Federal statutory provisions, State and Federal Grant Regulations, and the Organization Certifications and Grant Conditions attached hereto and provided as part of the Recipient's Application for Assistance.

For the State of Illinois Environmental Protection Agency:

The Director (herein called the "Director") of the Illinois Environmental Protection Agency, in accordance with the authority given in the Environmental Protection Act, and in appropriation by the General Assembly made pursuant thereby, hereby offers financial assistance to the Recipient, up to and not exceeding the specified amount, for the support of the efforts contained in the Project Description.

Director _____ **Date** _____

(Lisa Bonnett – Director)

By _____

Printed Name Carol Radwine

Title Chief Financial Officer

On behalf of the Recipient:

I the undersigned, being duly authorized to take such actions, do hereby accept this offer and agree to all terms and conditions including the Organization Certifications and Grant Conditions provided as part of the Recipient's Application for Assistance. I certify under oath that all information in this Agreement is true and correct to the best of my knowledge, information, and belief, that the funds shall be used only for the purposes described in this Agreement, and the award of grant funds is conditional upon such certification.

Recipient _____ **Date** _____

Signature _____

By _____

Printed Name _____

Title _____

For the State of Illinois Environmental Protection Agency:

Therefore, the State of Illinois executes this Agreement this ____ day of _____, 2015.

Attachment A
Financial Assistance Agreement 3191506

State of Illinois
Illinois Environmental Protection Agency
Bureau of Water

Watershed-based plans (Plan) including comprehensive watershed resource inventories (Inventory) developed using, or as match for, Section 319 (h) grant funds shall be consistent with the USEPA watershed-based plan guidance found in Appendix C of the *Nonpoint Source Program and Grants Guidelines for States and Territories* dated April 12, 2013 (as revised) and the Chicago Metropolitan Agency for Planning's "Guidance for Developing Watershed Action Plans in Illinois" dated June 2007.

Attachment A provides a general outline with brief descriptions of the most common components expected in a watershed-based plan. The outline is not all-inclusive and should be modified to reflect the actual characteristics of the target watershed. Approved formats for some of the tables are also included.

WATERSHED RESOURCE INVENTORY

Through maps, tables, and narrative text, describe/identify the following found within the watershed and, as appropriate, subwatersheds:

Watershed Boundaries

- size of the watershed in acres and square miles
- general location of the watershed in terms of county and state boundaries
- geographic boundaries
- topography
- sub-watershed boundaries
- location of water resources (lakes, streams, groundwater)
- spatial relationship of water resources, including what segments are connected and how water flows through the watershed

Geology and Climate

- geology
- climate

Soils – Using the most up-to-date soil mapping provided by the USDA Natural Resources Conservation Service (NRCS), summarize:

- hydrologic soil groups
 - soil texture
 - drainage description
 - runoff potential
 - infiltration rate
 - transmission rate
 - total acreage and percent of watershed

- hydric soil groups
 - total acreage and percent of watershed
- soil types
 - soil erodibility
 - highly erodible soils
 - Total acreage and percent of watershed
 - hydric status
 - Total acreage and percent of watershed

Watershed Jurisdictions

- units of government (State, counties, townships, municipalities, unincorporated areas) and their associated jurisdictions
 - total acreage and percent of watershed within each jurisdiction.
 - roles and responsibilities of each unit of government as it relates to watershed planning, water quality, and nonpoint source pollution control

Demographics

- population
- population change
- growth forecasts
- median age
- median income
- employment

Land Use / Land Cover

- existing land use / land cover
 - total acreage and percent of watershed in each land use classification
- predicted future land use / land cover
- estimate the existing and future percent imperviousness (or extent of impervious cover)
- for agricultural land use, identify the total acreage and percent of the watershed in subcategories such as row crop and pastureland
- existing BMPs based on information that is readily available through the RMMS or other existing inventories

Watershed Drainage System

- locations of waterbodies (i.e, streams, lakes, wetlands, ponds, detention basins) and the spatial relationship of those waterbodies, including what segments are connected and how water flows through the watershed for those bodies included in the Illinois Integrated Water Quality Report.
- delineate and describe the drainage system
 - divide the delineated streams and tributaries into smaller segments and assign a unique reach code or name to each segment.
 - inventory and describe these segments
 - length
 - degree of streambed erosion (this criteria is not required for the Des Plaines River mainstem segments)
 - degree of streambank erosion (i.e., low, moderate, high)
 - condition of riparian areas (i.e., poor, fair, good)
 - degree of channelization (low, moderate, high)

- debris blockages
 - divide the delineated lake shorelines into smaller segments and assign a unique code or name to each segment
- inventory and describe these segments
 - length
 - degree of shoreline erosion for waterbodies greater than 20 acres (i.e., low, moderate, high)
 - condition of shoreline buffer zones for waterbodies greater than 20 acres (i.e., poor, fair, good)
- detention/retention basins
 - type
 - location
 - condition

Table . Summary of stream and tributary channelization.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Channelization (ft/%)		Moderate Channelization (ft/%)		High Channelization (ft/%)	
Totals								

Table . Summary of stream and tributary riparian area condition.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	Good Condition (ft/%)		Fair Condition (ft/%)		Poor Condition (ft/%)	
Totals								

Table . Summary of stream and tributary bank erosion.

Stream or Tributary Name	Reach Code	Stream Length Assessed (ft)	None or Low Erosion (ft/%)		Moderate Erosion (ft/%)		High Erosion (ft/%)	
Totals								

Table . Summary of shoreline buffer zones.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	Good Condition (ft/%)		Fair Condition (ft/%)		Poor Condition (ft/%)	
Totals								

Table . Summary of shoreline erosion.

Lake Name	Reach Code	Shoreline Length Assessed (ft)	None or Low Erosion (ft/%)		Moderate Erosion (ft/%)		High Erosion (ft/%)	
Totals								

Water Quality Assessment

- water quality of lakes and streams
 - character and location of lakes and stream segments to which the Illinois Environmental Protection Agency (Illinois EPA) has assigned Assessment Unit IDs for the purpose of inventorying, evaluating, and reporting water quality conditions in accordance with Section 305(b) of the Federal Clean Water Act (CWA).
 - status of designated use support
 - causes and sources of impairment as reported in the most recent Illinois Integrated Water Quality Report
 - summarize any other available, relevant water quality and related information and use this information to further identify the potential causes of impairment (pollutants) and pollutant sources
- pollutant loads (i.e., pounds/year of phosphorus) by source (i.e., urban runoff, streambank erosion) or land use type
- estimate of the existing annual pollutant loads
- estimate of the annual pollutant load reduction targets, or needed load reductions

Table : Estimated existing annual pollutant load by source at the watershed scale.

Source	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)
Urban			
Cropland			
Forest & Grassland			
Water/Wetland			
Streambank			
Shoreline			
Total			

Table : Annual pollutant load by sub-watershed.

Sub-watershed	N Load (lb/yr)	P Load (lb/yr)	Sediment Load (tons/yr)

WATERSHED-BASED PLAN

Developed from the completed inventory along with input from the local stakeholders and local experts, the plan shall contain a:

- problem statement
- goals
- objectives

In addition, the plan shall:

- identify and assess use impairments of water resources
- identify the causes and sources of such impairments, including critical areas
- identify potential management practices for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives
- identify the costs and funding sources associated with implementing recommendations of the plans (technical and financial assistance)
- include an implementation schedule
 - description of interim, measurable milestones
- public information/education component
- identify criteria to be used to determine whether loading reductions are being achieved over time and substantial progress is being made toward attaining water quality standards
- monitoring component
- contain site-specific best management practices (BMP) recommendations along with the associated
 - units (number, feet, acres) that should be implemented

- o cost of implementation
- o estimated pollutant load reduction
- o priority
- o responsible entity for each site-specific recommended BMP
- watershed-wide summary of BMPs recommended for implementation

BMP Name	Amount	Unit	Cost	Sediment (tons/yr)	Total Suspended Solids (lbs/yr)	Phosphorus (lbs/yr)	Nitrogen (lbs/yr)
Column "a"	Column "b"	Column "c"	Column "d"	Column "e"	Column "f"	Column "g"	Column "h"

In column "a", identify the name of each type of NPS pollution control BMP (i.e., waste management system, conservation tillage, streambank stabilization) that will need to be implemented throughout the watershed to achieve the load reductions estimated in the plan. Each entry in column "a" shall represent sum of the multiple individual BMPs of the same type, which may be needed in multiple locations spread throughout the entire watershed. Each entry in column "a" shall be based on the plan's identification of the causes and sources (i.e., X numbers of dairy cattle feedlots needing upgrading, Y acres of row crops needing improved nutrient management or sediment control, or Z linear miles of eroded streambank needing remediation) or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the plan.

In column "b," identify the cumulative size (measured in number, acres, or feet) of each type of BMP recommended by the plan and entered in column "a."

In column "c," identify the unit of measure (number, acres, or feet) used to describe the size entered in column "b" for each type of BMP recommended by the plan and entered in column "a."

In column "d," identify the cumulative cost (measured in US dollars) of each type of BMP recommended by the plan and entered in column "a."

Identify the cumulative sediment load reduction (measured in tons/year) in column "e" or the cumulative total suspended solids load reduction (measured in pounds/year) in column "f" estimated to result from the implementation of each type of BMP recommended by the plan and entered in column "a."

In column "g," identify the cumulative phosphorus load reduction (measured in pounds/year) estimated to result from the implementation of each type of BMP recommended by the plan and entered in column "a."

In column "h," identify the cumulative nitrogen load reduction (measured in pounds/year) estimated to result from the implementation of each type of BMP recommended by the plan and entered in column "a."

All pollutant load reduction estimates should be made recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time.

Plan Logistics

Identify the members of the planning committee and the organization or stakeholders that they represent.

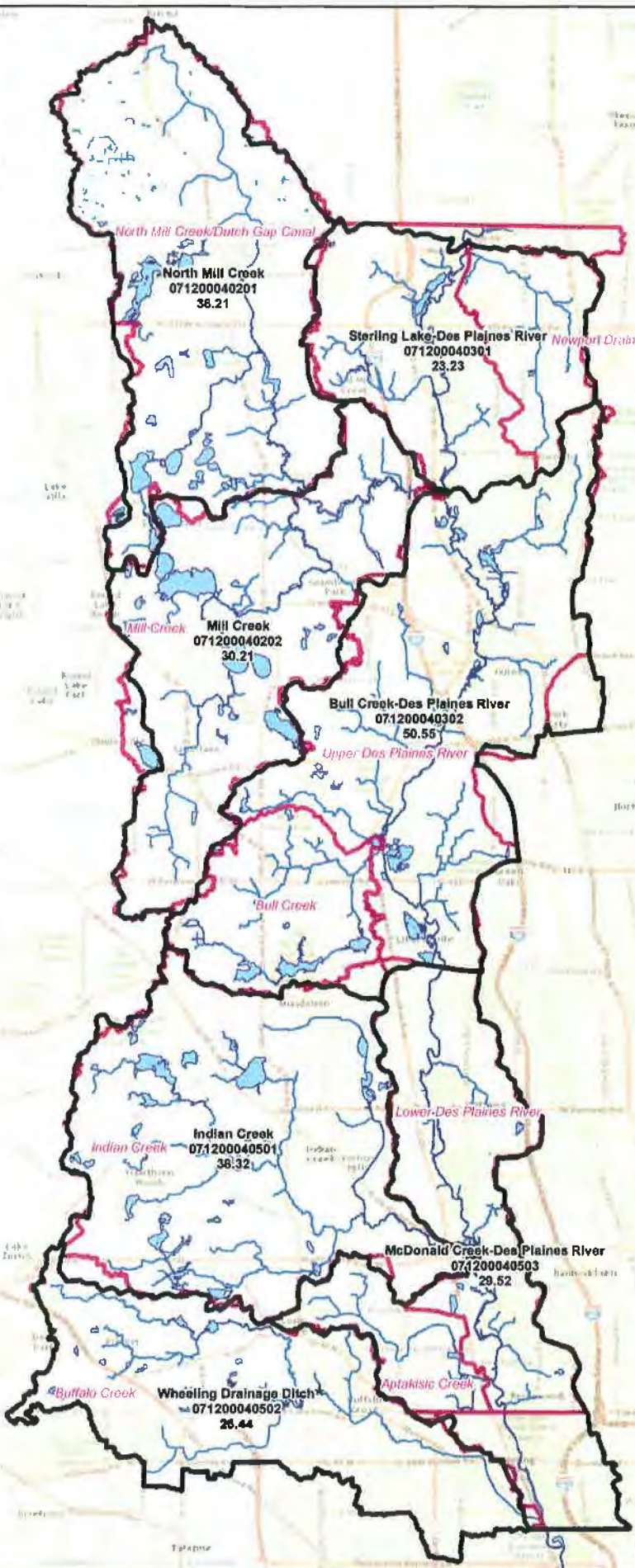
Identify the lead organization and contact that will be coordinating the implementation of the Plan.





Identify the system/approach and timeline for updates to the plan.



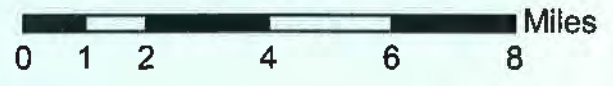

ATTACHMENT B

Des Plaines River Watershed Planning Area



-  USGS HUC 12*
-  SMC Subwatershed Boundary
-  Lakes & Rivers
-  Rivers & Streams

*NOTE: The southern boundary of the Wheeling Drainage Ditch USGS HUC 12 basin has been modified to match the the southern boundary of the SMC Buffalo Creek basin

STORMWATER MANAGEMENT COMMISSION

This map is provided for general locational information only. Map features have been derived from various sources, each of which has its own scale and accuracy. The locations of all features are approximate.

Lake County Stormwater Management Commission
May 29, 2010

DATA SOURCES:
Lake County Stormwater Management
Lake County Department of Information And Technology, GIS & Mapping Division

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
For CLEAN WATER ACT SECTION 319(h) FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Section 319(h) grant applicants must certify that the following organization certifications and grant conditions, dated June 15, 2015, are acceptable and true. A summary of the organization certifications and grant conditions can be found on pages 3 through 16 of this document.

Upon review of this document, complete page 2 and return entire document to:

Illinois Environmental Protection Agency
Bureau of Water, Watershed Management Section
P.O. Box 19276
Springfield, Illinois 62794-9276

List of Organization Certifications:

1. Capability
2. Recipient Share
3. Responsibility of the Recipient
4. Findings Confidential
5. Subcontracts
6. Statutory Certifications
7. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
8. More Favorable Terms Clause
9. Violating Facilities
10. Fraud and Other Unlawful or Corrupt Practices
11. Educational Loans & Debt Delinquency
12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953
13. Bid Rigging and Bid Rotating
14. Suspension and Debarment
15. Bribery
16. Drug Free Workplace Certification
17. Privity of Agreement
18. Covenant Against Contingent Fees
19. Compliance with Government-Wide Guidance on Lobbying Restrictions
20. Single Audit Act
21. Audit and Access to Records
22. Indemnity
23. Recycling and Waste Prevention
24. Trafficking Victim Protection Act of 2000
25. Management Fees
26. Hotel-Motel Fire Safety

List of Grant Conditions:

- 27. Supersession
- 28. Right of Illinois EPA to Products of the Agreement
- 29. Appropriation Contingency (Multiyear)
- 30. Availability of Appropriations; Sufficiency of Funds
- 31. Liability of the Illinois EPA
- 32. Disputes
- 33. Amendments
- 34. Termination
- 35. Payments

I, the undersigned, being duly authorized to take such actions, have: (1) reviewed the Organization Certifications and Grant Conditions for Clean Water Act Section 319(h) Financial Assistance Agreements; (2) retained a copy of the Illinois Environmental Protection Agency's ("Illinois EPA") Organization Certifications and Grant Conditions; and (3) certify that items 1 through 35 of the Illinois EPA's Organization Certifications and Grant Conditions are acceptable and true.

Signature of Authorized Representative

Printed Name

Title

Signed by (if other than Authorized Representative)

Printed Name

Title

Date

This Agency is authorized to require this information under 415 ILCS 5/4(k). Disclosure of this information is required. Failure to do so may prevent this form from being processed and could result in your application being denied.

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
For CLEAN WATER ACT SECTION 319(h) FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The term “Agreement” means the Financial Assistance Agreement between the Illinois Environmental Protection Agency (“Illinois EPA”) and the Recipient.

The term “Agreement Period” means the period of performance covered by the Agreement. The start and end date of the Agreement Period is expressly set out in the Agreement.

The term “consultant services” means any services provided under a financial assistance agreement to the State by any consultant qualified by education, experience, and technical ability to advise and assist in solving specific management and programmatic problems involving the organization, planning, direction, control, and operation of Illinois EPA.

The term “Recipient” means the individual or entity identified as the applicant in a Section 319(h) Financial Assistance Agreement Application for funding consideration. The term “Recipient” also refers to an individual or entity that has entered into a Financial Assistance Agreement with the Illinois EPA.

The term “subcontractor” is used interchangeably with the term “consultant” for purposes of the Agreement and these organizational certifications and grant conditions.

Recipients can access:

- the Illinois Compiled Statutes (“ILCS”) at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>;
- the United States Code (“USC”) at <http://www.gpoaccess.gov/uscode/>; and
- the Code of Federal Regulations (“CFR”) at <http://www.gpoaccess.gov/CFR/>.

CERTIFICATIONS:

1. Capability

The Recipient certifies that it:

- a) has the authority to accomplish the planned scope of work in the Agreement project area;
- b) has the ability to accomplish the planned scope of work pursuant to deadlines to be scheduled as part of the Agreement; and
- c) can obtain financial resources (i.e., eligible match) and has the necessary legal and institutional capability to perform the project activities throughout the Agreement Period.

2. Recipient Share

The Recipient certifies that federal funding makes up no part of the Recipient's share of the total project cost and that the Recipient Share is used exclusively for this project. Recipient further certifies that the Recipient Share for this project is not being used to match or financially qualify for any other federal grant.

3. Responsibility of the Recipient

The Recipient certifies that it is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Recipient under the Agreement. The Recipient must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Recipient certifies that it will perform such services as necessary to accomplish the objectives of the Agreement, in accordance with all the terms of the Agreement.

Illinois EPA's financial obligations to the Recipient are limited to the amount of funding identified as "Assistance Amount" in the Agreement. If the Recipient incurs costs in anticipation of receiving additional funds from Illinois EPA, Recipient does so at its own risk.

4. Findings Confidential

The Recipient certifies that any reports, information, documents, etc., given to, prepared or assembled by the Recipient under the Agreement that the Illinois EPA requests be kept confidential, as required by the Illinois Environmental Protection Act (415 ILCS 5/7 and 415 ILCS 5/7.1), shall not be made available to any individual or organization without prior written approval of the Illinois EPA.

5. Subcontracts

The Recipient must submit a draft of any contract for consultant services to the Illinois EPA for approval. The Recipient may not use any consultant services in connection with the services covered by the Agreement unless the Recipient is specifically authorized to do so, in writing, by the Illinois EPA.

Any Recipient who enters into a financial assistance agreement for consultant services with a State agency must specify in the Agreement whether the Recipient will utilize the services of a subcontractor(s). The Agreement shall include the anticipated amount of money that will be paid to the subcontractor(s).

The Recipient must establish all subcontracts in a writing that includes these organization certifications and grant conditions. If consultant services are authorized in writing by the Illinois EPA, the Recipient must submit to the Illinois EPA an executed copy of each agreement that the Recipient enters into with subcontractor(s) within seven (7) days after the date on which the Recipient enters into the agreement with the subcontractor(s). Along with

the agreement required by this paragraph, the Recipient must certify, in writing, that any subcontracts are necessary, reasonable, and allocable.

If at any time, subsequent to entering into the Agreement, the Recipient desires to utilize the services of a subcontractor in a manner inconsistent with the stipulations of the Agreement's Estimated Allowable Project Costs section, the Recipient must file a revised Project Cost Summary form with the Illinois EPA in addition to the other information required by this Subcontracts Section. The revised Project Cost Summary form must include a Subcontractor line item and the anticipated amount of money to be used under that line item. The Recipient must obtain Illinois EPA approval of the revised Project Cost Summary form before any changes indicated in the revised Project Cost Summary will take effect.

The Recipient certifies that it will maintain responsibility for ensuring successful completion of the Agreement's scope of work. This responsibility cannot be delegated or transferred to a subcontractor. The Recipient may not assign or transfer either the Agreement or any interest resulting from the Agreement without prior written authorization from the Illinois EPA. In addition, the Recipient certifies that it is responsible for selecting its subcontractors and, if applicable, for conducting subaward competitions.

If the Recipient uses any consultant services in connection with the services covered by the Agreement, the Recipient must ensure that all subcontractors abide by these certifications and conditions.

6. Statutory Certifications

The Recipient certifies that it will comply with:

- a) all environmental laws and regulations;
- b) the Illinois Human Rights Act (775 ILCS 5 (2006)), and its implementing rules and regulations;
- c) the American's with Disabilities Act (42 USCA 12101 (2008));
- d) Titles VI and VII of the Civil Rights Act of 1964 (42 USCA 2000 (2008));
- e) Section 504 of the Rehabilitation Act of 1973;
- f) Title IX of the Education Amendments of 1972;
- g) the Age Discrimination Act of 1975;
- h) the Department of Labor regulations (41 CFR Part 60);
- i) the federal Davis-Bacon Act (40 USCA 3141 (2008)) wage determinations;
- j) the Architectural, Engineering, and Land Survey Qualifications Based Selection Act (30 ILCS 535 (2006));
- k) the Steel Products Procurement Act (30 ILCS 565 (2006));
- l) the Energy Policy and Conservation Act (42 USCA 6321 (2008)); and
- m) the State Prohibition of Goods from Forced Labor Act (30 ILCS 583 (2006)).

If the Recipient violates any law, regulation, or order, the Recipient may be declared ineligible for future financial assistance agreements or subcontracts with the State of Illinois or any of the State of Illinois' political subdivisions or municipal corporations, the Agreement may be terminated under the Termination Section of this Agreement, and such

other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

7. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Recipient must comply with the requirements of U.S. EPA's program for utilization of small, minority and women's business enterprises, contained at 40 CFR Part 33, including, but not limited to, 40 CFR 33.301, 33.302, and 33.501, and shall maintain records relating thereto. The Recipient accepts the applicable Minority and Women's Business Enterprises fair share objectives negotiated with U.S. EPA by the Illinois EPA as follows:

Minority Business Enterprises ("MBE"):	5%
Women's Business Enterprises ("WBE"):	12%

Pursuant to 40 CFR 33.301, the Recipient certifies that it will make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an Illinois EPA financial assistance agreement, and to ensure that subcontractors, subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with these six good faith efforts shall be retained:

- a) Ensure Disadvantaged Business Enterprises ("DBE") are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the United States Department of Commerce.
- f) If the Recipient awards subcontracts, the Recipient must take the steps in paragraphs (a) through (e) of this Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms Section.

The Recipient agrees to complete and submit U.S. EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal Fiscal year reporting period the Recipient receives the award, and continuing until the project is completed. United States EPA Form 5700-52A may be

obtained from the U.S. EPA Office of Small Business Program's home page on the Internet at www.epa.gov/osbp.

For purposes of this certification, "Disadvantaged Business Enterprise" or "DBE" has the same meaning as provided in 40 CFR 33.103.

8. More Favorable Terms Clause

All Agreements that include the rental or lease of electronic data processing equipment shall include a clause that if more favorable terms are granted by the lessor, supplier, dealer, or manufacturer to any similar state or local governmental agency in any state in contemporaneous leases or rental agreements covering data processing equipment let under the same or similar financial terms and circumstances, the more favorable terms shall be applicable to all agreements or contracts made by any similar Illinois state agency for the rental or lease of comparable data processing equipment from the lessor, supplier, dealer, or manufacturer.

9. Violating Facilities

The Recipient or any approved subcontractor is prohibited from using any of the facilities included on the U.S. EPA list of Violating Facilities unless and until the U.S. EPA eliminates the name of such facility from the listing. A searchable database of parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits is maintained at www.eppls.gov.

10. Fraud and Other Unlawful or Corrupt Practices

The Recipient certifies that it will effectively pursue available state or local legal and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices, which are brought to its attention, such as bribery, graft, or kickbacks. The Recipient bears the primary responsibility for prevention and detection of such conduct and for cooperation with appropriate authorities in the prosecution of any such conduct. The Recipient must advise the Illinois EPA immediately when any such allegation or evidence comes to its attention, and must periodically advise the Illinois EPA of the status and ultimate disposition of any such matter.

11. Educational Loans & Debt Delinquency

The Recipient certifies that it, its staff, and any subcontractors are not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act.

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 50-11 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-11) which provides that "No person shall submit a bid for or enter into a contract with a State agency under this Code if that person knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt." 30 ILCS 500/50-

11(a). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 10.5 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-10.5), which provides that “no business shall bid or enter into a contract with the State of Illinois or any State agency if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of 5 years from the date of conviction.” 30 ILCS 500/50-10.5. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

13. Bid Rigging and Bid Rotating

The Recipient certifies that it has not violated Section 33E-3 of the Criminal Code of 1961 (720 ILCS 5/33E-3) during the 5-year period ending on the date of the Agreement. The Recipient certifies that it has never violated Section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-4). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

14. Suspension and Debarment

Recipient must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532 includes a term or condition requiring compliance with Subpart C of 2 CFR Part 180. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required by 2 CFR 180.335 may result in: (a) the delay of this Agreement; (b) this Agreement becoming void; and (c) pursuit of legal remedies by Illinois EPA, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

15. Bribery

The Recipient certifies that it or its representatives have not been convicted of bribing or attempting to bribe an officer of the State of Illinois, nor has the Recipient made an admission of guilt of such conduct which is a matter of record. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

16. Drug Free Workplace Certification

The Recipient certifies that it will provide a drug free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1), and will comply with all the provisions of that Act. Under

Federal law, the Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230.

17. Privity of Agreement

The Agreement is expected to be funded in part with funds from the U.S. EPA. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to the Agreement or any lower tier agreement under these certifications and conditions. This Agreement is subject to regulations contained in 40 CFR Part 31 in effect on the date of the assistance award for this project.

18. Covenant Against Contingent Fees

The Recipient warrants that no person or selling agency is currently or will be employed or retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Illinois EPA will have the right to void the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

19. Compliance with Government-wide Guidance on Lobbying Restrictions

The Recipient certifies that the requirements of Section 1352 of Title 31 of the United States Code have been met with regard to the Agreement. The Recipient agrees to comply with 40 CFR Part 34, *New Restrictions on Lobbying*. Pursuant to Part 34, the Recipient certifies, to the best of Recipient's knowledge and belief, that:

- a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions; and
- c) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when these certifications and conditions were executed. Submission of this certification is a

prerequisite, imposed by Section 1352, Title 31, U.S. Code, for making or entering into the Agreement. Therefore, the Illinois EPA may declare the contract void if this certification is false. The Recipient shall include the above language in award documents for all subawards and require that subrecipients submit certification and disclosure forms accordingly.

The Recipient shall abide by the applicable Office of Management and Budget (“OMB”) Circular A-21, A-87, or A-122, all of which prohibit the use of federal grant funds for litigation against the United States, for lobbying, or other political activities.

In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

20. Single Audit Act

Any Recipient annually receiving \$500,000.00 or more in federal funds must comply with the Single Audit Act in accordance with OMB Circular A-133. The Recipient must submit to the Illinois EPA no less frequently than every two years, an independent audit report covering the award prepared in accordance with the provisions of OMB Circular A-133.

21. Audit and Access to Records

The Recipient certifies that it will maintain books, records, documents, and other evidence directly pertinent to performance of U.S. EPA and Illinois EPA funded work under the Agreement in accordance with generally accepted accounting practices and principals consistent with 40 CFR Part 31. The Recipient certifies that it will also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36(f) for any negotiated agreement and provide a copy of that cost summary to the Illinois EPA. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the Illinois EPA, the Illinois Attorney General, and the Auditor General or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Recipient will provide proper facilities for such access and inspection.

Audits conducted under this certification shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or auditing agencies.

The Recipient certifies that it will maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the Agreement; and the Recipient agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the

Agreement for which adequate books, records, and supporting documentation are not available to support the purported disbursement of the funds.

In addition, records that relate to (i) any controversy arising under a U.S. EPA assistance agreement, (ii) litigation, (iii) the settlement of claims arising out of such performance, or (iv) records that relate to costs or items to which an audit exception has been taken shall be maintained and made available by the Recipient until three (3) years after the date of resolution of the appeal, litigation, claim, or exception.

In addition to the access to records provisions of Title 40 of the CFR, cited above, the Recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the Recipient, and of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

Access to records is not limited to the required retention periods. The Recipient certifies that the authorized representatives designated in paragraph 1 of this Audit and Access to Records Section will have access to records at any reasonable time for as long as the records are maintained.

- a) This Audit and Access to Records Section applies to financial records pertaining to all financial assistance agreements and all amendments to those agreements regardless of the type of agreement. In addition this section applies to all records pertaining to all agreements and amendments to those agreements:
- b) to the extent the records pertain directly to financial assistance agreement performance;
- c) if there is any indication that fraud, gross abuse, or corrupt practices may be involved; and
- d) if the financial assistance agreement is terminated for substantial failure or for convenience.

The Recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of Illinois EPA grant funds may result in criminal, civil or administrative fines and penalties.

22. Indemnity

Neither Recipient, its staff, and any of its subcontractors nor Illinois EPA shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. The Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

The Recipient agrees to defend, indemnify and hold harmless the State of Illinois including the Illinois EPA, its officers, employees, agents and volunteers from any and all costs,

demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, caused by, arising out of, or occurring in connection with (a) this Agreement, (b) any actual or alleged death or injury to any person, damage to any property, or any other damage or loss suffered, claimed to result in whole or in part from this Agreement, or (c) any act, activity or omission of Recipient or any of its employees, representatives, contractors, subcontractors, or agents.

23. Recycling and Waste Prevention

In accordance with the policies set forth in U.S. EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and 40 CFR 30.16, the Recipient certifies that recycled paper and double sided printing will be used for all reports which are prepared as a part of the Agreement and delivered to Illinois EPA and U.S. EPA. This certification does not apply to reports prepared on forms supplied by Illinois EPA or U.S. EPA, or to Standard Forms.

24. Trafficking Victim Protection Act of 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a) Illinois EPA, as the awarding Agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - i. is determined to have violated an applicable prohibition in the Prohibition Statement below; or
 - ii. has an employee who is determined by Illinois EPA to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either:
 1. associated with performance under this award; or
 2. imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." You must inform Illinois EPA immediately of any information you receive from any source alleging a violation of prohibition in the Prohibition Statement below.
- b) Illinois EPA's right to terminate unilaterally that is described in paragraph (a) of this Trafficking Victim Protection Act of 2000 Section of this award term:
 - i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. is in addition to all other remedies for noncompliance that are available to Illinois EPA under the Agreement.
- c) The Recipient must include the requirements of the Prohibition Statement below in any subaward the Recipient makes to a private entity.

Prohibition Statement – The Recipient, the Recipient's employees, subrecipients under these certifications and conditions, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Agreement or lower tier agreements under these certifications and conditions.

25. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The Recipient certifies that money received under terms of the Agreement will not be used for management fees or similar charges.

The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under the Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

26. Hotel-Motel Fire Safety

The Recipient certifies that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act, pursuant to 40 CFR 30.18 and 15 USC 2225a. Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

CONDITIONS:

27. Supersession

The Illinois EPA and the Recipient agree that the provisions of 40 CFR Part 31 supersede any conflicting provisions of this Agreement.

28. Right of Illinois EPA to Products of the Agreement

The Recipient certifies that the Illinois EPA has the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Recipient receiving financial assistance under the Agreement whether the product is developed by the Recipient or a subrecipient.

29. Appropriation Contingency (Multiyear)

The obligations of the State of Illinois and Illinois EPA to provide financial assistance will cease immediately without any penalty, accelerated payment, or other recoupment mechanism being required by the Recipient if in any fiscal year the Illinois General Assembly or funding source fails to make an adequate appropriation or otherwise make available sufficient funding to cover the Illinois EPA's Agreement obligations.

30. Availability of Appropriations; Sufficiency of Funds

This Agreement is contingent upon and subject to the availability of sufficient funds. The Illinois EPA may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Illinois EPA or sufficient Federal funds have not been made available to the Illinois EPA by the Federal funding source, (ii) the Governor or the Illinois EPA reserves appropriated funds, or (iii) the Governor or the Illinois EPA determines that appropriated funds [or Federal funds] may not be available for payment. The Illinois EPA shall provide notice, in writing, to the Recipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the recipient's receipt of notice.

31. Liability of the Illinois EPA

The Recipient agrees that no personal claim shall be made of, or honored by, any independent contractor, employee, or member of the Illinois EPA by reason of any provision of the Agreement. If the appropriation of funds by the General Assembly of the State of Illinois available for payment of financial assistance agreements is exhausted, no State agency or State office, nor any independent Contractor, employee or member of the Illinois EPA will be obligated to pay the Recipient anything under the terms of the Agreement, and the Recipient will not be held to the terms of the Agreement after such exhaustion. Prior to fund exhaustion, the Illinois EPA must make a positive effort to notify the Recipient of exhaustion.

32. Disputes

Any dispute arising under the Agreement that is not disposed of by provisions of the Agreement shall be decided by the Director of the Illinois EPA or a duly authorized representative, who will render a decision in writing and mail or otherwise furnish a copy thereof to the Recipient. The decision of the Director of the Illinois EPA shall be final.

33. Amendments

These conditions and certifications must be attached to the final Agreement entered into between the Illinois EPA and the Recipient. The Agreement, these conditions and certifications, and any attachments constitute the entire agreement between the parties. No amendment to the Agreement shall take effect until approved in writing, by the Illinois EPA and the Recipient.

If a time extension is necessary to extend the period of availability of funds (Agreement Period), the Recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the Illinois EPA not later than ninety (90) days before the Agreement Period expiration date.

34. Termination

- a) The Agreement may be terminated, in writing, in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Termination under this paragraph is not effective unless the failing party is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the terminating party prior to termination.
- b) The Agreement may be terminated, in writing, in whole or in part by the Illinois EPA for the Illinois EPA's convenience. Termination under this paragraph is not effective unless the Recipient is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the Illinois EPA prior to termination.
- c) If termination for substantial failure is effected by the Illinois EPA, under paragraph (a) of this Termination Section, an equitable adjustment in the price provided for in the Agreement shall be made. However, no adjustment in the price shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Recipient at the time of termination may be adjusted to cover any additional costs to the Illinois EPA resulting from the Recipient's substantial failure. If termination for substantial failure is effected by the Recipient, under paragraph (a) of this Termination Section, or if termination for convenience is effected by the Illinois EPA, under paragraph (b) of this Termination Section, the equitable adjustment shall include a reasonable profit for services or other work performed by the party that initiates termination.
- d) The equitable adjustment for a termination either (i) initiated by the Recipient under paragraph (a) of this Termination Section, or (ii) initiated by Illinois EPA under paragraph (b) of this Termination Section, shall provide payment to the Recipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs incurred by the Recipient relating to firm commitments entered into prior to termination.
- e) Upon receipt of a termination action under paragraphs (a) or (b) of this Termination Section, the Recipient must 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Illinois EPA all data, drawing, specifications, reports, estimates, summaries and such other information and materials accumulated by the Recipient in performing the Agreement, whether those items are complete or incomplete.
- f) Upon termination under paragraphs (a) or (b) of this Termination Section, the Illinois EPA may take over the work under the Agreement and may award the same or a similar agreement to another recipient to complete the work under the Agreement.
- g) If, after termination for failure of the Recipient, under paragraph (a) of this Termination Section, it is determined that the Recipient did not fail to fulfill the Agreement obligations, the termination will be deemed to have been for the convenience of the Illinois EPA, under paragraph (b) of this Termination Section. In such event, adjustment of the price provided for in the Agreement shall be made as provided in paragraph (d) of this Termination Section.

35. Payments

Requests for payment must be submitted by the Recipient's authorized representative no more frequently than monthly. Additionally, requests for payment must be submitted within 45 days after the work, subject of the request, has been completed.

Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Illinois EPA. The Recipient may transfer amounts among the cost categories designated in the Estimated Allowable Project Cost Summary provided the categories do not increase or decrease by more than fifteen (15) percent. Transfer in excess of fifteen (15) percent may be made only after written approval by the Illinois EPA. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
Mail Code #2
P.O. Box 19276
Springfield, Illinois 62794-9276

The Illinois EPA may withhold payment to the Recipient if the Recipient's progress in completing the scope of work does not meet the project schedule contained in the Agreement to the satisfaction of Illinois EPA. The Illinois EPA may withhold payment to the Recipient if Recipient fails to file required reports.

The Illinois EPA retains the right to withhold ten (10) percent of the assistance amount, as identified in the Estimated Allowable Project Costs Section of the Agreement, until all products outlined in the Project Scope of Work are submitted and approved by Illinois EPA.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Recipient must execute and deliver to the Agency a release of all claims against the Agency arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Illinois EPA and the Recipient, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Agency may have pertaining to the Agreement against any party affected by the Agreement.

All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the Recipient shall be returned to the State within 45 days.

Upon review of this document, complete page 2 and return the document to the Illinois EPA.
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July 13, 2015

To: Executive Board

From: Andrea Cline

Re: FY 2015 Budget

ACTION ITEM: Approve FY 2015 Budget.

The attached FY2015 budget spreadsheet shows membership dues and the revenues and costs for FY 2015 and projected through 2019. The spreadsheet entitled “5 Year Dues Projections” details all membership dues. Members that submitted a letter of commitment are indicated in bold. Please note that in the projected years although all potential member dues are listed, only committed members are reflected in the totals.

The spreadsheet entitled “Revenue and Expenses” includes the \$47,500 from the Illinois EPA 319 grant to develop the detailed monitoring strategy. A carryover of \$82,992 is indicated in expenses for FY2015 and revenue for FY2016 as a placeholder for bioassessment sampling that will take place in 2016 with dues collected in 2015. In addition, 5% of membership dues has been indicated as a contingency reserve at the bottom.

If you have any questions, please contact me at (630) 203-3366 or acline@geosyntec.com.

Des Plaines River Watershed Workgroup
 Executive Board Approved Dues
 2015 Budget and Projected

7/6/2015

	Area within the Des Plaines River Watershed (acres)	Design Average Flow (MGD)	Fixed Component	WTP Contribution 66%	Acreege Contribution 33%	FY2015	Received FY2015 Dues	Projected FY2016	Projected FY2017	Projected FY2018	Projected FY2019
Agency Members											
Antioch	1742		\$200	\$0	\$1,359	\$ 1,559	\$ -	\$ 1,559	\$ 1,559	\$ 1,559	\$ 1,559
Beach Park	1221		\$200	\$0	\$952	\$ 1,152	\$ -	\$ 1,152	\$ 1,152	\$ 1,152	\$ 1,152
Buffalo Grove	4515		\$200	\$0	\$3,522	\$ 3,722	\$ -	\$ 3,722	\$ 3,722	\$ 3,722	\$ 3,722
Deer Park	1188		\$200	\$0	\$927	\$ 1,127	\$ -	\$ 1,127	\$ 1,127	\$ 1,127	\$ 1,127
Deerfield	40		\$200	\$0	\$31	\$ 231	\$ -	\$ 231	\$ 231	\$ 231	\$ 231
Grayslake	6520		\$200	\$0	\$5,086	\$ 5,286	\$ -	\$ 5,286	\$ 5,286	\$ 5,286	\$ 5,286
Green Oaks	746		\$200	\$0	\$582	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782
Gurnee	8379		\$200	\$0	\$6,536	\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736	\$ 6,736
Hainesville	1		\$200	\$0	\$1	\$ 201	\$ -	\$ 201	\$ 201	\$ 201	\$ 201
Hawthorn Woods	3469		\$200	\$0	\$2,706	\$ 2,906	\$ -	\$ 2,906	\$ 2,906	\$ 2,906	\$ 2,906
Indian Creek	171		\$200	\$0	\$133	\$ 333	\$ -	\$ 333	\$ 333	\$ 333	\$ 333
Kildeer	2689		\$200	\$0	\$2,097	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297	\$ 2,297
Lake County	29560	24.1	\$800	\$59,764	\$23,057	\$ 83,621	\$ 85,000	\$ 83,621	\$ 83,621	\$ 83,621	\$ 83,621
Lake County Forest Preserve District	16334		\$200	\$0	\$12,741	\$ 12,941	\$ 12,941	\$ 12,941	\$ 12,941	\$ 12,941	\$ 12,941
Lake Forest	107		\$200	\$0	\$83	\$ 283	\$ -	\$ 283	\$ 283	\$ 283	\$ 283
Lake Villa	191		\$200	\$0	\$149	\$ 349	\$ -	\$ 349	\$ 349	\$ 349	\$ 349
Lake Zurich	1812		\$200	\$0	\$1,413	\$ 1,613	\$ -	\$ 1,613	\$ 1,613	\$ 1,613	\$ 1,613
Libertyville	5601	4	\$200	\$9,919	\$4,369	\$ 14,488	\$ 14,488	\$ 14,488	\$ 14,488	\$ 14,488	\$ 14,488
Lincolnshire	2111		\$200	\$0	\$1,647	\$ 1,847	\$ 1,847	\$ 1,847	\$ 1,847	\$ 1,847	\$ 1,847
Lindenhurst	2865	2	\$400	\$4,960	\$2,235	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595	\$ 7,595
Long Grove	7759		\$200	\$0	\$6,052	\$ 6,252	\$ -	\$ 6,252	\$ 6,252	\$ 6,252	\$ 6,252
Mettawa	1599		\$200	\$0	\$1,247	\$ 1,447	\$ -	\$ 1,447	\$ 1,447	\$ 1,447	\$ 1,447
Mundelein	5848	4.95	\$200	\$12,275	\$4,561	\$ 17,037	\$ -	\$ 17,037	\$ 17,037	\$ 17,037	\$ 17,037
North Shore Water Reclamation District	0	45.6	\$400	\$113,081	\$0	\$ 83,126	\$ 83,126	\$ 83,126	\$ 83,126	\$ 83,126	\$ 83,126
Northbrook	2		\$200	\$0	\$2	\$ 202	\$ -	\$ 202	\$ 202	\$ 202	\$ 202
Old Mill Creek	6298		\$200	\$0	\$4,912	\$ 5,112	\$ -	\$ 5,112	\$ 5,112	\$ 5,112	\$ 5,112
Park City	253		\$200	\$0	\$197	\$ 397	\$ -	\$ 397	\$ 397	\$ 397	\$ 397
Riverwoods	1395		\$200	\$0	\$1,088	\$ 1,288	\$ -	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288
Round Lake Beach	400		\$200	\$0	\$312	\$ 512	\$ -	\$ 512	\$ 512	\$ 512	\$ 512
Round Lake Park	36		\$200	\$0	\$28	\$ 228	\$ -	\$ 228	\$ 228	\$ 228	\$ 228
Third Lake	516		\$200	\$0	\$402	\$ 602	\$ -	\$ 602	\$ 602	\$ 602	\$ 602
Vernon Hills	5025		\$200	\$0	\$3,920	\$ 4,120	\$ -	\$ 4,120	\$ 4,120	\$ 4,120	\$ 4,120
Wadsworth	5182		\$200	\$0	\$4,042	\$ 4,242	\$ -	\$ 4,242	\$ 4,242	\$ 4,242	\$ 4,242
Waukegan	3215		\$200	\$0	\$2,508	\$ 2,708	\$ -	\$ 2,708	\$ 2,708	\$ 2,708	\$ 2,708
Zion	1273		\$200	\$0	\$993	\$ 1,193	\$ -	\$ 1,193	\$ 1,193	\$ 1,193	\$ 1,193
					SUM	\$ 277,535	\$ -	\$ 277,535	\$ 277,535	\$ 277,535	\$ 277,535
					Subtotal Committed Agency Members	\$ 229,802	\$ 214,812	\$ 229,802	\$ 229,802	\$ 229,802	\$ 229,802
Associate Members											
Lake County SMC	0	0	\$200	\$0	\$0	\$200	\$200	\$200	\$200	200	200
Sierra Club	0	0	\$200	\$0	\$0	\$200	\$200	\$200	\$200	\$200	\$200
					Subtotal Associate Members	\$400	\$400	\$400	\$400	\$400	\$400
Individual Members											
--	0	0	\$100	\$0	\$0	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -
					TOTAL ALL POTENTIAL MEMBERS	\$ 230,202	\$ 215,212	\$ 230,202	\$ 230,202	\$ 230,202	\$ 230,202

Updated annually according to the DRWW bylaws.

Des Plaines River Watershed Workgroup
2015 BUDGET AND FUTURE PROJECTED REVENUE AND COSTS

	FY2015	Projected FY2016	Projected FY2017	Projected FY2018	Projected FY2019
REVENUE					
Dues - Membership dues	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000
Federal/State Grants - Illinois EPA 319 Grant	\$ 47,500				
Carryover Addition		\$ 82,992	\$ -	\$ 3,711	\$ 8,448
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 257,500	\$ 292,992	\$ 210,000	\$ 213,711	\$ 218,448
EXPENSES					
Consultants - Technical Support	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Consultants - Monitoring Compilation and Statistics	\$ -	\$ -	\$ -	\$ -	\$ 27,000
Contractuals - Monitoring Strategy and QAPP Refinement (2015 RFP)	\$ 47,500	\$ -	\$ -	\$ -	\$ -
Contractuals - Water Chemistry Monitoring - Suburban Labs	\$ 66,508	\$ 66,508	\$ 66,508	\$ 66,508	\$ 66,508
Contractuals - Sediment Chemistry Analysis - Suburban Labs (2016 ^{2/3} - 2017 ^{1/3})		\$ 27,510	\$ 13,755	\$ 13,755	
Contractuals - Bioassessment Monitoring/Sediment Collection (2016 ^{2/3} - 2017 ^{1/3})		\$ 150,000	\$ 75,000	\$ 75,000	\$ 75,000
Carryover	\$ 82,992	\$ -	\$ 3,711	\$ 8,448	
Total Expenses	\$ 247,000	\$ 294,018	\$ 208,974	\$ 213,711	\$ 218,508
Contingency Reserve (5% of Projected Dues Target)	\$ 10,500	\$ 9,474	\$ 10,500	\$ 10,500	\$ 10,440

TECHNICAL SERVICES AGREEMENT between the
DES PLAINES RIVER WATERSHED WORKGROUP
and
SUBURBAN LABORATORIES, INC. for
WATER CHEMISTRY MONITORING

This is an agreement (Agreement) by and between the DES PLAINES RIVER WATERSHED WORKGROUP, 500 West Winchester Road, Libertyville, Illinois 60048 (DRWW) and SUBURBAN LABORATORIES 1950 S Batavia Avenue, Geneva, IL 60134 (Subcontractor).

PURPOSE

The DRWW wishes to engage the Subcontractor to provide technical services to assist the DRWW in conducting water chemistry monitoring in the Des Plaines River watershed located in central Lake County, Illinois. The water chemistry monitoring will satisfactorily collect and process water column chemistry monitoring samples within the service area. The group has selected approximately 44 sampling locations within the Des Plaines River watershed in Lake County, Illinois.

SERVICES

The Subcontractor will conduct water column chemistry sampling by collecting samples, analyzing the samples collected, and providing the data to the DRWW based on the approved DRWW Quality Assurance Project Plan. The Scope of Services to be provided by the Subcontractor to accomplish the DRWW's objectives for the water column chemistry monitoring is set forth in Attachment A, Suburban Laboratories Quote.

COMPENSATION

1. The Subcontractor agrees to perform the Scope of Services and furnish the items included in the Scope of Services for a fee (Agreement Amount) not to exceed \$66,508 according to the rates in the Project Budget Attachment B.
2. The DRWW agrees to pay the Subcontractor for a total project cost not to exceed \$66,508 using the compensation schedule identified in Attachment B. The final ten percent of the Agreement Amount shall be retained by the DRWW until the project is successfully completed and all deliverables have been received and approved.
3. The Subcontractor shall furnish the DRWW with an itemized invoice on a monthly basis. Invoices shall describe the work completed; show the actual number hours worked by team member; and actual travel and other expenses that have occurred. Payments by the DRWW shall be made within 60 days of receipt of the invoice from the Subcontractor.

SCHEDULE AND DELIVERABLES

All sampling shall be completed by March 30, 2016. The project, including all reporting, shall be completed by April 15, 2016 and proceed according to the schedule details outlined and as follows. Generally, sampling will be conducted at all sites within one week per month and approximately the same week every month.

Sampling Schedule

- July 2015
- August 2015
- September 2015
- November 2015
- March 2016

Project Deliverables:

- Monthly reports including electronic data deliverables (EDDs) and the sample results in an editable Microsoft Excel file.
- A final report consisting of a pdf file of all analytical results, analytical methods, chain(s) of custody, and a field log. Any sampling or testing observations which may have affected accuracy will be noted in the report narrative. Any applicable data qualifiers (e.g., matrix spike failure) will also be noted in the project specific comments portion of the report narrative page.

TERMS and CONDITIONS

1. The DRWW may, by written Order, make changes in the scope of work if such changes are within the general scope of the Agreement. If such changes cause an increase or decrease in the Subcontractor's cost or the time required to complete the project, the parties hereto shall agree to an adjustment in the Agreement Amount, prior to issuance of the Change Order. Adjustment of the Agreement Amount shall be based on the estimated change in the number of staff hours required plus any changes in the Subcontractor's expense. The Subcontractor will not be compensated for additional services performed without an approved Change Order.
2. The DRWW may at any time terminate this Agreement in whole or in part by ten day written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of the DRWW, the DRWW will assume responsibility for services rendered and costs incurred prior to notification. Any and all services, property, publications or materials provided during or resulting from the Subcontractor shall be the property of the DRWW.
3. This Agreement shall be governed by and construed according to the laws of the State of Illinois.
4. The Subcontractor agrees to comply with the Conditions/Certifications outlined in Lake County Stormwater Management Commission's (SMC's) grant agreement #3191506 with the Illinois Environmental Protection Agency. The Certifications/Conditions are provided in Attachment C. Please note that "Recipient" refers to SMC, not the Subcontractor.

- 5. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
- 6. This agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph one above. The Subcontractor shall not reject any reasonable change proposed in the best interest of the project by DRWW.

NOTICES AND COMMUNICATION

All notices and communications given to either party by the other relative to this agreement shall be addressed to the respective parties as follows:

To the DRWW: Des Plaines River Watershed Workgroup
500 West Winchester Road
Libertyville, Illinois 60048
ATTENTION: Mike Warner, Administrative Agent
mwarner@lakecountyil.gov

To the Subcontractor: Suburban Laboratories, Inc.
1950 S Batavia Avenue, Suite 150
Geneva, IL 60134
ATTENTION: Kelly Culhane, Project Manager
kelly@suburbanlabs.com

For the DRWW:

Peter Kolb, President
DRWW

Date: _____

Attest:

DRWW

For the Subcontractor:

Dan Galeher, Vice President of Sales and Service
Suburban Laboratories, Inc.

Date: _____

Attest:

Suburban Laboratories, Inc.

ATTACHMENT A

DRWW Water Column Chemistry Monitoring SCOPE OF SERVICES

1. Sampling Schedule

1.1 Tier 1, 2, 3 Water Sampling

Water sampling for Tier 1, 2 and 3 will begin immediately after contract approval. Suburban Labs will sample thee 44 sites during the course of one week. The weekly sampling will continue throughout the 6 months listed in the RFP. These months consist of July, August, September, November, and March. For the first contracted year, we understand there will be no sampling in the month of May.

These collected samples will be tested for the water quality monitoring parameters listed in Appendix 1. The analytical methods and Suburban Laboratory's Standard Operating Procedures (SOPs) for analyzing the samples are listed in Appendix 2. The reporting limits and the laboratory method detection limits (MDLs) are listed in Appendix 3.

1.2 Field QA/QC samples

For every 20 samples collected, Suburban will also collect a blank and duplicate samples. The blank will be made up in the field by pouring deionized water into the same type of sample containers that are used for the surface water. The deionized water will be laboratory grade water from Suburban Laboratories Geneva location. This water will be placed inside a pre-cleaned and certified container.

1.3 Field Parameters

Suburban Laboratories is equipped with an YSI field meter. This meter will be utilized for the following analyses in the field:

- Conductivity
- pH
- Temperature
- Dissolved Oxygen

The results of these parameters will be reported on the final report along with the results of the analyses performed in the laboratory. This meter is calibrated each day prior to sampling.

2. Field Reporting

2.1 Field Log

A field log will be kept each day that samples are collected. The field log will include:

- Name and signature of the field services technician;
- Location of sampling site
- Weather and water conditions (if unordinary condition apply);
- Dates and times of sample collection;
- GPS location of sampling (in latitude/longitude and state plane) for first event on each site;
- Preservatives;
- Field measurements
- Descriptions of any unusual conditions at the sample locations
- Chains of Custody
- Indication of duplicate sample location

3. Sample Custody and Handling

3.1 Labeling and Storage

All samples will be placed in non-contaminated containers provided by Suburban Laboratories. All containers will be properly labeled. The duplicate sample will be labeled with the sample location and identified as “duplicate”. When preservation is required, pre-preserved bottles will be used. Samples will be placed inside a cooler with wet ice until they reach the laboratory.

3.2 Chain of custody

Proper chain of custody documentation will accompany the collected samples. The chain of custody will contain the sample IDs, analyses to be performed, date and time of collection, type and number of containers, preservatives added, date and time of transfers, and the signature of each person involved in custody transfer. The chain of custody will be placed in a water-resistant plastic bag inside each cooler. Indelible ink will be used on the container labels and chain of custody records. Upon receipt at the laboratory, sample temperature will be recorded on the chain of custody form. A copy of the chain of custody form (shown in Figure B) will be included with the final report.

3.3 Sample preservation

Preservatives will be added to sample bottles prior to sample collection. Sample containers must only be purchased from reputable suppliers and cannot be re-used.

A. Project Deliverables

Final Report

The final report will consist of a PDF file of all analytical results, analytical methods, chain(s) of custody and a field log. Any sampling or testing observations which may have affected accuracy will be noted in the report narrative. Any applicable data qualifiers (e.g., matrix spike failure) will also be noted in the project specific comments portion of the report narrative page.

Electronic Data Deliverable

An electronic data deliverable (EDD) which includes the sample results in an editable Microsoft Excel file will be included for every report.

Turnaround Time

The results for all analytical analyses will be provided no later than 10 business days following the date of collection.

Appendix A: Water Quality Sampling Parameters

Parameter	DRWW Frequency	Tier 1	Tier 2	Tier 3
Demand		Number of Sample Events		
Chloride	monthly May-Sept, Nov, Mar	7	7	7
Conductivity	monthly May-Sept, Nov, Mar	7	7	7
pH	monthly May-Sept, Nov, Mar	7	7	7
TOC	monthly May-Sept, Nov, Mar	7	0	0
Sulfate	monthly May-Sept, Nov, Mar	7	0	0
TSS	monthly May-Sept, Nov, Mar	7	7	0
Volatile Suspended Solids	monthly May-Sept, Nov, Mar	7	7	0
DO	monthly May-Sept, Nov, Mar	7	7	7
Temperature	monthly May-Sept, Nov, Mar	7	7	7
Turbidity	monthly May-Sept, Nov, Mar	7	7	7
Metals				
Total Hardness	annually under low flow conditions	1	1	0
Iron	annually under low flow conditions	1	0	0
Sodium	annually under low flow conditions	1	0	0
Arsenic	annually under low flow conditions	1	0	0
Manganese	annually under low flow conditions	1	1	0
Mercury	annually under low flow conditions	1	0	0
Copper	annually under low flow conditions	1	0	0
Nickel	annually under low flow conditions	1	0	0
Zinc	annually under low flow conditions	1	0	0
Nutrients				
Ammonia	monthly May-Sept, Nov, Mar	7	7	0
Total Nitrates (NO ₂ + NO ₃)	monthly May-Sept, Nov, Mar	7	7	7
TKN	monthly May-Sept, Nov, Mar	7	7	0
Total phosphorus	monthly May-Sept, Nov, Mar	7	7	7
Dissolved reactive phosphorus	monthly May-Sept, Nov, Mar	7	7	0
Bacteria				
E. coli	monthly May-Sept, Nov, Mar	7	7	7
Water Organics				
PCBs	annually under low flow conditions	1	0	0
Pesticides	annually under low flow conditions	1	0	0
Methoxychlor	annually under low flow conditions	1	0	0
PNAs	annually under low flow conditions	1	0	0
VOCs	annually under low flow conditions	1	0	0
Sediment Metals				
Aluminum	concurrent w/ bioassessment	1	1	1
Arsenic	concurrent w/ bioassessment	1	1	1
Barium	concurrent w/ bioassessment	1	1	1
Beryllium	concurrent w/ bioassessment	1	1	1
Boron	concurrent w/ bioassessment	1	1	1
Cadmium	concurrent w/ bioassessment	1	1	1
Chromium	concurrent w/ bioassessment	1	1	1
Cobalt	concurrent w/ bioassessment	1	1	1

Appendix A (cont.): Water Quality Sampling Parameters

Parameter	DRWW Frequency	Tier 1	Tier 2	Tier 3
Sediment Metals		Number of Sample Events		
Copper	concurrent w/ bioassessment	1	1	1
Fluoride	concurrent w/ bioassessment	1	1	1
Iron	concurrent w/ bioassessment	1	1	1
Lead	concurrent w/ bioassessment	1	1	1
Manganese	concurrent w/ bioassessment	1	1	1
Mercury	concurrent w/ bioassessment	1	1	1
Nickel	concurrent w/ bioassessment	1	1	1
Potassium	concurrent w/ bioassessment	1	1	1
Silver	concurrent w/ bioassessment	1	1	1
Sodium	concurrent w/ bioassessment	1	1	1
Strontium	concurrent w/ bioassessment	1	1	1
Vanadium	concurrent w/ bioassessment	1	1	1
Zinc	concurrent w/ bioassessment	1	1	1
Sediment Organics				
PCBs	concurrent w/ bioassessment	1	1	1
Pesticides	concurrent w/ bioassessment	1	1	1
Methoxychlor	concurrent w/ bioassessment	1	1	1
PNAs	concurrent w/ bioassessment	1	1	1
VOCs	concurrent w/ bioassessment	1	1	1
TKN	concurrent w/ bioassessment	1	1	1
Phosphorus	concurrent w/ bioassessment	1	1	1
Cyanide	concurrent w/ bioassessment	1	1	1
Herbicides (2, 4, D, 2,4,5 TP)	concurrent w/ bioassessment	1	1	1
Phenols	concurrent w/ bioassessment	1	1	1

Note: For the sampling year 2015-2016, no sampling will be conducted in May.

Appendix B: Standard Operating Procedures

COLLECTION OF STREAM WATER SAMPLES

These methods allow for the collection of grab samples utilizing a high density polyethylene (HDPE) bucket or wide mouth HDPE or glass bottle. This standard operating procedure document (SOP) has been developed to maintain consistent data collection procedures and to ensure the quality of the data collected.

1.0 FIELD EQUIPMENT

The following equipment listed is necessary for sampling procedures.

1. 1-gallon HDPE bucket, nylon rope
2. Distilled or reagent-grade deionized water
3. Sample bottles:
 - a. One 1000 mL HDPE with H_2SO_4 preservative for NH_3-N , TKN and Total Nitrates
 - b. One 1000 mL HDPE unpreserved bottle for BOD, TSS, TDS, Chloride, Sulfate
 - c. One 1000 mL HDPE bottle with HNO_3 preservative for Metals, (including Phosphorous and Mercury)
 - d. Two 1000 mL amber glass bottles unpreserved for Pesticides, PCBs and PNAs
 - e. Three 40 mL VOA vials with HCl preservative for VOCs
4. Disposable gloves
5. Cooler and ice
6. Antibacterial soap
7. Sharpie markers and labels
8. Field books/log sheets/chain of custody
9. Portable pH meter

10. Sampling pole

2.0 PREPARATION

Before samples are collected, sample bottles should be labeled correctly with sampling point, sampling I.D. number, the sampler's initials, and a space for the date and time to be filled in later. Sample bottle lids should also be labeled to prevent contamination between samples.

Coolers and samples bottles should be inspected before samples are collected. If dirt, residual chemicals, or any other types of contaminants are present, the sample bottle should be discarded. The coolers should be washed with mild soap and wiped down if any contaminants are present.

Sampling buckets shall be scrubbed with a solution of soap and water. Make sure the cleaning detergent is free of phosphates (orthophosphate sample).

The sampler's hands should be washed with antibacterial soap prior to sampling events. Disposable gloves will be worn during sample collection, and special care should be taken to avoid touching the inner surface of sample lids or bottles.

3.0 PROCEDURE

Sample bottles should be kept closed until they are filled. At each sample collection site, the sampler will wear a new pair of gloves for decontamination and a new pair for sample collection.

If samples are taken from a bridge, collect the sample from the upstream side of the structure unless otherwise noted in site description maps.

When sample during precipitation events, the sample bucket shall be covered at all times with a lid.

A log-sheet/chain of custody should be maintained during sampling and should include the following information:

- a. Date and time of sample
- b. Signature of collector and transporter
- c. Signature of person who relinquished the sample to lab
- d. Weather conditions during sampling (i.e., air temperature; cloudy, rain, snow)
- e. Time
- f. Sample storage temperature upon receipt in lab
- g. Visual observation of sample
- h. Field measurements such as pH

3.1 Sample Collection HDPE Bucket or Wide Mouth Bottle

The bucket shall be inspected to ensure that it is in good condition. The nylon rope attached should not be frayed or torn.

3.1.1 Decontamination

The bucket and wide mouth bottle must be cleaned before samples are collected and between sampling sites. The equipment shall be cleaned with phosphate-free detergent and blank water. Blank water should be deionized water. The equipment should be scrubbed with detergent and deionized water before the rinsing steps below are followed. Alternatively, a new bottle may be used for each sample.

Step 1 – Blank Water Rinse

- Rinse the inside of the bucket or wide mouth bottle by swirling with blank water.
- Discard the remaining blank water.
- Repeat Step 1.

3.2 Sample Collection Procedure

The stream depth will determine the equipment to be used to collect the sample. To reduce the chance of disturbing the substrate/sediment the following protocols will be followed. Samples may be collected from the bridge with a bucket if the depth is at least twice the height of the bucket. At shallower depths the field technician will use a sampling poll with a wide mouth bottle at the end. As a last resort, the field technician will wade into stream and collect the sample, standing downstream of the collection point so as not to collect kicked up sediment.

Step 1a – River Rinse and Field Measurements from Bucket

- Lower the bucket into the stream and fill.
- Discard the contents.

Step 1b – River Rinse Wide Mouth Bottle

- River rinse by filling the bottle with river water.
- Discard the remaining contents.

Step 2 – Sample Collection - Bucket

- Lower the bucket to mid-depth at center of flow, do not disturb bottom sediment.

Step 2b – Sample Collection - Pole

- Lower the sample bottle attached to the sampling pole to mid-depth at center of flow, do not disturb bottom sediment.

Step 3 – Fill Sample Bottles

Fill each sample bottle. Over filling of sample bottles with preservative should be avoided to prevent loss of preservative.

3.3 Field Measurements

Sample pH must be measured on site within 15 minutes of collection. Follow the laboratory and manufacturer's instructions for calibrating, cleaning and using the pH meter. The pH results shall be recorded on the log-sheet/chain of custody.

4.0 SAMPLE HANDLING, TRANSPORTATION, QUALITY ASSURANCE, AND BLANKS

All samples are placed in a cooler with ice after labeling. Samples are to be transported to the laboratory within the prescribed holding times. All samples will be taken to Suburban Laboratory, Inc.

4.1 Quality Assurance

Field blank and duplicates shall be collected. The laboratory shall adhere to their Quality Assurance Plan Revision 8 for samples received in the lab. Quality control limits and frequency of field quality control samples is specified at the end of this SOP.

4.2 Duplicate Samples

Duplicate samples are to be filled from the same round of stream water. Duplicate samples will be taken for all parameters once per month.

4.3 Field Blank

Sample bottles should be filled with blank water from unopened blank water containers. One field blank should be performed for VOCs and Metals including Phosphorous and Mercury once per year.

5.0 CHAIN OF CUSTODY

Chain of Custody forms must be filled out and accompany all samples to their laboratory. An example is below.

SUBURBAN LABORATORIES, Inc.
 1950 S. Babcock Ave., Geneva, IL 60134
 Tel. 709.544.3240 Fax: 709.544.3587 Toll Free: 800.793.LABS
 www.suburbanlabs.com

CHAIN OF CUSTODY RECORD
 ANALYSIS & METHOD REQUESTED
 Enter an "X" in box below for request

Electronic Version
 Page _____ of _____
 of No. _____

Shipping Method: 1 2 3

LAB USE ONLY

SU Order No. _____

Sample containers supplied by customer? Yes No

Temperature of Received Sample: _____ °C _____ °F

Samples received within 24 hours of collection? Yes No

R _____ Condition _____ Date _____ LAB # _____

SAMPLE IDENTIFICATION <small>Please use 11 lines per container type</small>	COLLECTION		MATRIX		CONTAINERS		PRESERVATIVE
	DATE	TIME	COMP.	SIZE & TYPE	GRAB	PRESERVATIVE	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

TURNAROUND TIME REQUESTED

Normal RUSH* **Additional Rush Charge Applied

*Days & Time Needed

Normal 3-5 work days from receipt. Rush work must be pre-approved and additional charges apply.

Specify Regulatory Program: None/Info only LUST SPP SDWA 503 Sludge NPOES MWRDGC Disposal Other: _____

**Please specify in comment section below.

COMMENTS & SPECIAL INSTRUCTIONS:

MATRIX: Drinking Water (DW), Soil (S), Waste Water (WW), Surface Water (SW), Ground Water (GW), Solid Waste (WAL), Sludge (U), Wipe (W) **CONTAINER:** 2oz., 4oz., 8oz., 4oz. Vial, 500mL, 1.5L, Tube, Glass (G), Plastic (P) **BEHRENDT/LE:** H₂O₂, HCl, HNO₃, Methanol (MeOH), NaOH, Sodium Borate (NaB), No This

1. Refrigerated By _____ Date _____

2. Received By _____ Date _____

3. Refrigerated By _____ Date _____

4. Received By _____ Date _____

5. Refrigerated By _____ Date _____

6. Received By _____ Date _____

7. Label conflicts with COC _____ Date _____

CONDITION CODES

1. Improperly damaged container/cap
2. Improper preservation
3. Insufficient sample volume
4. Headspace not bubbled for VOCs
5. Received past holding time
6. Received frozen
7. Label conflicts with COC

Submission of samples, subject to Terms and Conditions on back. Rev. 2/01/08

Appendix C: Test Methods and Reporting Limits

Demand	Method	MDL/Reporting Limit
Chloride	325.2, EPA	0.5 mg/L
Conductivity	2510B, SM18th Ed.	2 µmhos/cm
pH	4500-H B, SM18th Ed.	N/A
TOC	5310B	1 mg/L
Sulfate	375.4, EPA	1 mg/L
TSS	2540D, SM18th Ed.	0.2 mg/L
VSS	2540E	0.2 mg/L
DO	4500 YSI field meter	0.1 mg/L
Temperature	170.1	°C
Turbidity	180.1	0.1 mg/L
Metals		
Total Hardness	2340B. SM18th Ed.	0.05 mg/L
Iron	200.7, EPA	0.005 mg/L
Sodium	200.7	0.1 mg/L
Arsenic	200.8	0.0008 mg/L
Manganese	200.8	0.002 mg/L
Mercury *	245.1, EPA or *1631 low det	0.0002 mg/L or 0.5 Ng/L
Copper	200.8, EPA	0.0005 mg/L
Nickel	200.8	0.0004 mg/L
Zinc	200.8, EPA	0.007 mg/L
Nutrients		
Ammonia	4500 NH3 D, SM18th Ed.	0.1 mg/L
Total Nitrates (NO2 + NO3)	352.1, EPA	0.05 mg/L
TKN	4500 NH3 C, SM18th Ed.	0.124 mg/L
Phosphorous	200.8, EPA	0.02 mg/L
Dissolved reactive Phosphorus	SM4500P E	0.026 mg/L
Bacteria		
E-coli	9213D	1 CFU/100ml
Water Organics		
PCBs	8082, EPA	0.1 ug/L
Pesticides	8081, EPA	0.025 ug/L
Methoxychlor	8081 EPA	0.25 ug/L
PNAs	8270, EPA	0.1 ug/L
VOCs	8260, EPA	1.0 ug/L
Sediment Organics		
PCBs	8082, EPA	16.7 ug/Kg
Pesticides	8081, EPA	0.833 ug/Kg
Methoxychlor	8081 EPA	0.833 ug/Kg
PNAs	8270, EPA	40 ug/Kg
VOCs	8260, EPA	1.0 ug/Kg
Herbicides (2,4,D & 2,4,5 TP)	8321	0.004 ug/Kg
Sediment inorganics		
TKN	4500 NH3E	100 mg/Kg
Phosphorus	6010B, EPA	2.3 mg/Kg
Cyanide	9014	0.005 mg/Kg
Phenols	420.1	0.005 mg/Kg

Appendix C: (cont.) Methods and Reporting Limits

	Method	MDL/Reporting Limit
Sediment Metals		
Aluminum	6010B, EPA	2.50 mg/Kg
Arsenic	6010B, EPA	1.15 mg/Kg
Barium	6010B, EPA	0.125 mg/Kg
Beryllium	6010B, EPA	0.0025 mg/Kg
Boron	6010B, EPA	0.05 mg/Kg
Cadmium	6010B, EPA	0.075 mg/Kg
Chromium	6010B, EPA	0.0600 mg/Kg
Cobalt	6010B, EPA	0.625 mg/Kg
Copper	6101B EPA	0.150 mg/Kg
Iron	6010B, EPA	0.625 mg/Kg
Lead	6010B, EPA	0.6 mg/Kg
Manganese	6010B, EPA	0.625 mg/Kg
Mercury	245.1	0.02 mg/Kg
Nickel	6010B, EPA	0.235 mg/Kg
Potassium	6010B, EPA	2.5 mg/Kg
Silver	6010B, EPA	0.06 mg/Kg
Sodium	6010B EPA	1.25 mg/Kg
Strontium	6010B, EPA	0.120 mg/Kg
Vanadium	6101B EPA	0.150 mg/Kg
Zinc	6010B, EPA	0.075 mg/Kg
Fluoride	4500	0.05 mg/Kg

- If Low level Hg method 1631 is needed, the detection limit for that method is 0.5 Ng/L

ATTACHMENT B

Project Budget

2015 PRICE QUOTATION Demand	Quoted Price	Proposed Quantity	Total Tier 1			Proposed Total Tier 2			Proposed Total Tier 3		
			Quantity	Price	Total	Quantity	Price	Total	Quantity	Price	Total
Chloride	\$ 14.00	77	77	\$	1,078.00	70	\$	980.00	168	\$	2,352.00
Conductivity*	\$ 5.00	77	77	\$	385.00	70	\$	350.00	168	\$	840.00
pH	\$ 5.00	77	77	\$	385.00	70	\$	350.00	168	\$	840.00
TOC	\$ 25.00	77	77	\$	1,925.00	0	\$	-	0	\$	-
Sulfate	\$ 20.00	77	77	\$	1,540.00	0	\$	-	0	\$	-
TSS	\$ 8.00	77	77	\$	616.00	70	\$	560.00	0	\$	-
Volatile Suspended Solids	\$ 8.00	77	77	\$	616.00	70	\$	560.00	0	\$	-
DO	\$ 5.00	77	77	\$	385.00	70	\$	350.00	168	\$	840.00
Temperature	\$ 5.00	77	77	\$	385.00	70	\$	350.00	168	\$	840.00
Turbidity	\$ 5.00	77	77	\$	385.00	70	\$	350.00	168	\$	840.00
Metals					Total			Total			Total
Total Hardness	\$ 4.00	11	11	\$	44.00	10	\$	40.00	0	\$	-
Metals (Fe, Na, As, Mn, Hg, Cu, Ni, Zn)	\$ 56.00	11	11	\$	616.00	0	\$	-	0	\$	-
Manganese	\$ 7.00					10	\$	70.00	0	\$	-
Nutrients					Total			Total			Total
Ammonia	\$ 15.00	77	77	\$	1,155.00	70	\$	1,050.00	0	\$	-
Total Nitrites (NO2+NO3)	\$ 20.00	77	77	\$	1,540.00	70	\$	1,400.00	168	\$	3,360.00
TKN	\$ 28.00	77	77	\$	2,156.00	70	\$	1,960.00	0	\$	-
Total Phosphorus	\$ 15.00	77	77	\$	1,155.00	70	\$	1,050.00	168	\$	2,520.00
Dissolved Reactive Phosphorus	\$ 30.00	77	77	\$	2,310.00	70	\$	2,100.00	0	\$	-
Bacteria					Total			Total			Total
E. Coli	\$ 25.00	77	77	\$	1,925.00	70	\$	1,750.00	168	\$	4,200.00
Water Organics					Total			Total			Total
P/CBs/Pesticides	\$ 105.00	11	11	\$	1,155.00	0	\$	-	0	\$	-
Methoxychlor	\$ 100.00	11	11	\$	1,100.00	0	\$	-	0	\$	-
PNAS	\$ 80.00	11	11	\$	880.00	0	\$	-	0	\$	-
VOCS	\$ 90.00	11	11	\$	990.00	0	\$	-	0	\$	-
Total					Total			Total			Total
					\$ 2,255.00			\$ -			\$ -

Grand Total for June 2015 through April 2016 = \$66,508

* denotes field measurement

Note 1: Quantity of samples is estimated

Note 2: Field QC samples billed as actual samples (~16 duplicates and ~16 Field Blanks)

Note 3: If Low Level Hg (1631) is needed \$120/sample

Quotation Accepted By:

Signature _____ Title _____

Name (Print) _____ Date _____

Rev 1/17/2014

ATTACHMENT C

Terms and Conditions

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
For CLEAN WATER ACT SECTION 319(h) FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Section 319(h) grant applicants must certify that the following organization certifications and grant conditions, dated June 15, 2015, are acceptable and true. A summary of the organization certifications and grant conditions can be found on pages 3 through 16 of this document.

Upon review of this document, complete page 2 and return entire document to:

Illinois Environmental Protection Agency
Bureau of Water, Watershed Management Section
P.O. Box 19276
Springfield, Illinois 62794-9276

List of Organization Certifications:

1. Capability
2. Recipient Share
3. Responsibility of the Recipient
4. Findings Confidential
5. Subcontracts
6. Statutory Certifications
7. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
8. More Favorable Terms Clause
9. Violating Facilities
10. Fraud and Other Unlawful or Corrupt Practices
11. Educational Loans & Debt Delinquency
12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953
13. Bid Rigging and Bid Rotating
14. Suspension and Debarment
15. Bribery
16. Drug Free Workplace Certification
17. Privity of Agreement
18. Covenant Against Contingent Fees
19. Compliance with Government-Wide Guidance on Lobbying Restrictions
20. Single Audit Act
21. Audit and Access to Records
22. Indemnity
23. Recycling and Waste Prevention
24. Trafficking Victim Protection Act of 2000
25. Management Fees
26. Hotel-Motel Fire Safety

List of Grant Conditions:

- 27. Supersession
- 28. Right of Illinois EPA to Products of the Agreement
- 29. Appropriation Contingency (Multiyear)
- 30. Availability of Appropriations; Sufficiency of Funds
- 31. Liability of the Illinois EPA
- 32. Disputes
- 33. Amendments
- 34. Termination
- 35. Payments

I, the undersigned, being duly authorized to take such actions, have: (1) reviewed the Organization Certifications and Grant Conditions for Clean Water Act Section 319(h) Financial Assistance Agreements; (2) retained a copy of the Illinois Environmental Protection Agency's ("Illinois EPA") Organization Certifications and Grant Conditions; and (3) certify that items 1 through 35 of the Illinois EPA's Organization Certifications and Grant Conditions are acceptable and true.

Signature of Authorized Representative

Printed Name

Title

Signed by (if other than Authorized Representative)

Printed Name

Title

Date

This Agency is authorized to require this information under 415 ILCS 5/4(k). Disclosure of this information is required. Failure to do so may prevent this form from being processed and could result in your application being denied.

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
For CLEAN WATER ACT SECTION 319(h) FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The term “Agreement” means the Financial Assistance Agreement between the Illinois Environmental Protection Agency (“Illinois EPA”) and the Recipient.

The term “Agreement Period” means the period of performance covered by the Agreement. The start and end date of the Agreement Period is expressly set out in the Agreement.

The term “consultant services” means any services provided under a financial assistance agreement to the State by any consultant qualified by education, experience, and technical ability to advise and assist in solving specific management and programmatic problems involving the organization, planning, direction, control, and operation of Illinois EPA.

The term “Recipient” means the individual or entity identified as the applicant in a Section 319(h) Financial Assistance Agreement Application for funding consideration. The term “Recipient” also refers to an individual or entity that has entered into a Financial Assistance Agreement with the Illinois EPA.

The term “subcontractor” is used interchangeably with the term “consultant” for purposes of the Agreement and these organizational certifications and grant conditions.

Recipients can access:

- the Illinois Compiled Statutes (“ILCS”) at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>;
- the United States Code (“USC”) at <http://www.gpoaccess.gov/uscode/>; and
- the Code of Federal Regulations (“CFR”) at <http://www.gpoaccess.gov/CFR/>.

CERTIFICATIONS:

1. Capability

The Recipient certifies that it:

- a) has the authority to accomplish the planned scope of work in the Agreement project area;
- b) has the ability to accomplish the planned scope of work pursuant to deadlines to be scheduled as part of the Agreement; and
- c) can obtain financial resources (i.e., eligible match) and has the necessary legal and institutional capability to perform the project activities throughout the Agreement Period.

2. Recipient Share

The Recipient certifies that federal funding makes up no part of the Recipient's share of the total project cost and that the Recipient Share is used exclusively for this project. Recipient further certifies that the Recipient Share for this project is not being used to match or financially qualify for any other federal grant.

3. Responsibility of the Recipient

The Recipient certifies that it is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Recipient under the Agreement. The Recipient must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Recipient certifies that it will perform such services as necessary to accomplish the objectives of the Agreement, in accordance with all the terms of the Agreement.

Illinois EPA's financial obligations to the Recipient are limited to the amount of funding identified as "Assistance Amount" in the Agreement. If the Recipient incurs costs in anticipation of receiving additional funds from Illinois EPA, Recipient does so at its own risk.

4. Findings Confidential

The Recipient certifies that any reports, information, documents, etc., given to, prepared or assembled by the Recipient under the Agreement that the Illinois EPA requests be kept confidential, as required by the Illinois Environmental Protection Act (415 ILCS 5/7 and 415 ILCS 5/7.1), shall not be made available to any individual or organization without prior written approval of the Illinois EPA.

5. Subcontracts

The Recipient must submit a draft of any contract for consultant services to the Illinois EPA for approval. The Recipient may not use any consultant services in connection with the services covered by the Agreement unless the Recipient is specifically authorized to do so, in writing, by the Illinois EPA.

Any Recipient who enters into a financial assistance agreement for consultant services with a State agency must specify in the Agreement whether the Recipient will utilize the services of a subcontractor(s). The Agreement shall include the anticipated amount of money that will be paid to the subcontractor(s).

The Recipient must establish all subcontracts in a writing that includes these organization certifications and grant conditions. If consultant services are authorized in writing by the Illinois EPA, the Recipient must submit to the Illinois EPA an executed copy of each agreement that the Recipient enters into with subcontractor(s) within seven (7) days after the date on which the Recipient enters into the agreement with the subcontractor(s). Along with

the agreement required by this paragraph, the Recipient must certify, in writing, that any subcontracts are necessary, reasonable, and allocable.

If at any time, subsequent to entering into the Agreement, the Recipient desires to utilize the services of a subcontractor in a manner inconsistent with the stipulations of the Agreement's Estimated Allowable Project Costs section, the Recipient must file a revised Project Cost Summary form with the Illinois EPA in addition to the other information required by this Subcontracts Section. The revised Project Cost Summary form must include a Subcontractor line item and the anticipated amount of money to be used under that line item. The Recipient must obtain Illinois EPA approval of the revised Project Cost Summary form before any changes indicated in the revised Project Cost Summary will take effect.

The Recipient certifies that it will maintain responsibility for ensuring successful completion of the Agreement's scope of work. This responsibility cannot be delegated or transferred to a subcontractor. The Recipient may not assign or transfer either the Agreement or any interest resulting from the Agreement without prior written authorization from the Illinois EPA. In addition, the Recipient certifies that it is responsible for selecting its subcontractors and, if applicable, for conducting subaward competitions.

If the Recipient uses any consultant services in connection with the services covered by the Agreement, the Recipient must ensure that all subcontractors abide by these certifications and conditions.

6. Statutory Certifications

The Recipient certifies that it will comply with:

- a) all environmental laws and regulations;
- b) the Illinois Human Rights Act (775 ILCS 5 (2006)), and its implementing rules and regulations;
- c) the American's with Disabilities Act (42 USCA 12101 (2008));
- d) Titles VI and VII of the Civil Rights Act of 1964 (42 USCA 2000 (2008));
- e) Section 504 of the Rehabilitation Act of 1973;
- f) Title IX of the Education Amendments of 1972;
- g) the Age Discrimination Act of 1975;
- h) the Department of Labor regulations (41 CFR Part 60);
- i) the federal Davis-Bacon Act (40 USCA 3141 (2008)) wage determinations;
- j) the Architectural, Engineering, and Land Survey Qualifications Based Selection Act (30 ILCS 535 (2006));
- k) the Steel Products Procurement Act (30 ILCS 565 (2006));
- l) the Energy Policy and Conservation Act (42 USCA 6321 (2008)); and
- m) the State Prohibition of Goods from Forced Labor Act (30 ILCS 583 (2006)).

If the Recipient violates any law, regulation, or order, the Recipient may be declared ineligible for future financial assistance agreements or subcontracts with the State of Illinois or any of the State of Illinois' political subdivisions or municipal corporations, the Agreement may be terminated under the Termination Section of this Agreement, and such

other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

7. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Recipient must comply with the requirements of U.S. EPA's program for utilization of small, minority and women's business enterprises, contained at 40 CFR Part 33, including, but not limited to, 40 CFR 33.301, 33.302, and 33.501, and shall maintain records relating thereto. The Recipient accepts the applicable Minority and Women's Business Enterprises fair share objectives negotiated with U.S. EPA by the Illinois EPA as follows:

Minority Business Enterprises ("MBE"):	5%
Women's Business Enterprises ("WBE"):	12%

Pursuant to 40 CFR 33.301, the Recipient certifies that it will make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an Illinois EPA financial assistance agreement, and to ensure that subcontractors, subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with these six good faith efforts shall be retained:

- a) Ensure Disadvantaged Business Enterprises ("DBE") are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the United States Department of Commerce.
- f) If the Recipient awards subcontracts, the Recipient must take the steps in paragraphs (a) through (e) of this Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms Section.

The Recipient agrees to complete and submit U.S. EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal Fiscal year reporting period the Recipient receives the award, and continuing until the project is completed. United States EPA Form 5700-52A may be

obtained from the U.S. EPA Office of Small Business Program's home page on the Internet at www.epa.gov/osbp.

For purposes of this certification, "Disadvantaged Business Enterprise" or "DBE" has the same meaning as provided in 40 CFR 33.103.

8. More Favorable Terms Clause

All Agreements that include the rental or lease of electronic data processing equipment shall include a clause that if more favorable terms are granted by the lessor, supplier, dealer, or manufacturer to any similar state or local governmental agency in any state in contemporaneous leases or rental agreements covering data processing equipment let under the same or similar financial terms and circumstances, the more favorable terms shall be applicable to all agreements or contracts made by any similar Illinois state agency for the rental or lease of comparable data processing equipment from the lessor, supplier, dealer, or manufacturer.

9. Violating Facilities

The Recipient or any approved subcontractor is prohibited from using any of the facilities included on the U.S. EPA list of Violating Facilities unless and until the U.S. EPA eliminates the name of such facility from the listing. A searchable database of parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits is maintained at www.epls.gov.

10. Fraud and Other Unlawful or Corrupt Practices

The Recipient certifies that it will effectively pursue available state or local legal and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices, which are brought to its attention, such as bribery, graft, or kickbacks. The Recipient bears the primary responsibility for prevention and detection of such conduct and for cooperation with appropriate authorities in the prosecution of any such conduct. The Recipient must advise the Illinois EPA immediately when any such allegation or evidence comes to its attention, and must periodically advise the Illinois EPA of the status and ultimate disposition of any such matter.

11. Educational Loans & Debt Delinquency

The Recipient certifies that it, its staff, and any subcontractors are not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act.

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 50-11 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-11) which provides that "No person shall submit a bid for or enter into a contract with a State agency under this Code if that person knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt." 30 ILCS 500/50-

11(a). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 10.5 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-10.5), which provides that “no business shall bid or enter into a contract with the State of Illinois or any State agency if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of 5 years from the date of conviction.” 30 ILCS 500/50-10.5. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

13. Bid Rigging and Bid Rotating

The Recipient certifies that it has not violated Section 33E-3 of the Criminal Code of 1961 (720 ILCS 5/33E-3) during the 5-year period ending on the date of the Agreement. The Recipient certifies that it has never violated Section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-4). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

14. Suspension and Debarment

Recipient must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532 includes a term or condition requiring compliance with Subpart C of 2 CFR Part 180. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required by 2 CFR 180.335 may result in: (a) the delay of this Agreement; (b) this Agreement becoming void; and (c) pursuit of legal remedies by Illinois EPA, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

15. Bribery

The Recipient certifies that it or its representatives have not been convicted of bribing or attempting to bribe an officer of the State of Illinois, nor has the Recipient made an admission of guilt of such conduct which is a matter of record. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

16. Drug Free Workplace Certification

The Recipient certifies that it will provide a drug free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1), and will comply with all the provisions of that Act. Under

Federal law, the Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230.

17. Privity of Agreement

The Agreement is expected to be funded in part with funds from the U.S. EPA. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to the Agreement or any lower tier agreement under these certifications and conditions. This Agreement is subject to regulations contained in 40 CFR Part 31 in effect on the date of the assistance award for this project.

18. Covenant Against Contingent Fees

The Recipient warrants that no person or selling agency is currently or will be employed or retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Illinois EPA will have the right to void the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

19. Compliance with Government-wide Guidance on Lobbying Restrictions

The Recipient certifies that the requirements of Section 1352 of Title 31 of the United States Code have been met with regard to the Agreement. The Recipient agrees to comply with 40 CFR Part 34, *New Restrictions on Lobbying*. Pursuant to Part 34, the Recipient certifies, to the best of Recipient's knowledge and belief, that:

- a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions; and
- c) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when these certifications and conditions were executed. Submission of this certification is a

prerequisite, imposed by Section 1352, Title 31, U.S. Code, for making or entering into the Agreement. Therefore, the Illinois EPA may declare the contract void if this certification is false. The Recipient shall include the above language in award documents for all subawards and require that subrecipients submit certification and disclosure forms accordingly.

The Recipient shall abide by the applicable Office of Management and Budget (“OMB”) Circular A-21, A-87, or A-122, all of which prohibit the use of federal grant funds for litigation against the United States, for lobbying, or other political activities.

In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

20. Single Audit Act

Any Recipient annually receiving \$500,000.00 or more in federal funds must comply with the Single Audit Act in accordance with OMB Circular A-133. The Recipient must submit to the Illinois EPA no less frequently than every two years, an independent audit report covering the award prepared in accordance with the provisions of OMB Circular A-133.

21. Audit and Access to Records

The Recipient certifies that it will maintain books, records, documents, and other evidence directly pertinent to performance of U.S. EPA and Illinois EPA funded work under the Agreement in accordance with generally accepted accounting practices and principals consistent with 40 CFR Part 31. The Recipient certifies that it will also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36(f) for any negotiated agreement and provide a copy of that cost summary to the Illinois EPA. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the Illinois EPA, the Illinois Attorney General, and the Auditor General or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Recipient will provide proper facilities for such access and inspection.

Audits conducted under this certification shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or auditing agencies.

The Recipient certifies that it will maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the Agreement; and the Recipient agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the

Agreement for which adequate books, records, and supporting documentation are not available to support the purported disbursement of the funds.

In addition, records that relate to (i) any controversy arising under a U.S. EPA assistance agreement, (ii) litigation, (iii) the settlement of claims arising out of such performance, or (iv) records that relate to costs or items to which an audit exception has been taken shall be maintained and made available by the Recipient until three (3) years after the date of resolution of the appeal, litigation, claim, or exception.

In addition to the access to records provisions of Title 40 of the CFR, cited above, the Recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the Recipient, and of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

Access to records is not limited to the required retention periods. The Recipient certifies that the authorized representatives designated in paragraph 1 of this Audit and Access to Records Section will have access to records at any reasonable time for as long as the records are maintained.

- a) This Audit and Access to Records Section applies to financial records pertaining to all financial assistance agreements and all amendments to those agreements regardless of the type of agreement. In addition this section applies to all records pertaining to all agreements and amendments to those agreements:
- b) to the extent the records pertain directly to financial assistance agreement performance;
- c) if there is any indication that fraud, gross abuse, or corrupt practices may be involved; and
- d) if the financial assistance agreement is terminated for substantial failure or for convenience.

The Recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of Illinois EPA grant funds may result in criminal, civil or administrative fines and penalties.

22. Indemnity

Neither Recipient, its staff, and any of its subcontractors nor Illinois EPA shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. The Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

The Recipient agrees to defend, indemnify and hold harmless the State of Illinois including the Illinois EPA, its officers, employees, agents and volunteers from any and all costs,

demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, caused by, arising out of, or occurring in connection with (a) this Agreement, (b) any actual or alleged death or injury to any person, damage to any property, or any other damage or loss suffered, claimed to result in whole or in part from this Agreement, or (c) any act, activity or omission of Recipient or any of its employees, representatives, contractors, subcontractors, or agents.

23. Recycling and Waste Prevention

In accordance with the policies set forth in U.S. EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and 40 CFR 30.16, the Recipient certifies that recycled paper and double sided printing will be used for all reports which are prepared as a part of the Agreement and delivered to Illinois EPA and U.S. EPA. This certification does not apply to reports prepared on forms supplied by Illinois EPA or U.S. EPA, or to Standard Forms.

24. Trafficking Victim Protection Act of 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a) Illinois EPA, as the awarding Agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - i. is determined to have violated an applicable prohibition in the Prohibition Statement below; or
 - ii. has an employee who is determined by Illinois EPA to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either:
 1. associated with performance under this award; or
 2. imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." You must inform Illinois EPA immediately of any information you receive from any source alleging a violation of prohibition in the Prohibition Statement below.
- b) Illinois EPA's right to terminate unilaterally that is described in paragraph (a) of this Trafficking Victim Protection Act of 2000 Section of this award term:
 - i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. is in addition to all other remedies for noncompliance that are available to Illinois EPA under the Agreement.
- c) The Recipient must include the requirements of the Prohibition Statement below in any subaward the Recipient makes to a private entity.

Prohibition Statement – The Recipient, the Recipient's employees, subrecipients under these certifications and conditions, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Agreement or lower tier agreements under these certifications and conditions.

25. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The Recipient certifies that money received under terms of the Agreement will not be used for management fees or similar charges.

The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under the Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

26. Hotel-Motel Fire Safety

The Recipient certifies that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act, pursuant to 40 CFR 30.18 and 15 USC 2225a. Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

CONDITIONS:

27. Supersession

The Illinois EPA and the Recipient agree that the provisions of 40 CFR Part 31 supersede any conflicting provisions of this Agreement.

28. Right of Illinois EPA to Products of the Agreement

The Recipient certifies that the Illinois EPA has the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Recipient receiving financial assistance under the Agreement whether the product is developed by the Recipient or a subrecipient.

29. Appropriation Contingency (Multiyear)

The obligations of the State of Illinois and Illinois EPA to provide financial assistance will cease immediately without any penalty, accelerated payment, or other recoupment mechanism being required by the Recipient if in any fiscal year the Illinois General Assembly or funding source fails to make an adequate appropriation or otherwise make available sufficient funding to cover the Illinois EPA’s Agreement obligations.

30. Availability of Appropriations; Sufficiency of Funds

This Agreement is contingent upon and subject to the availability of sufficient funds. The Illinois EPA may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Illinois EPA or sufficient Federal funds have not been made available to the Illinois EPA by the Federal funding source, (ii) the Governor or the Illinois EPA reserves appropriated funds, or (iii) the Governor or the Illinois EPA determines that appropriated funds [or Federal funds] may not be available for payment. The Illinois EPA shall provide notice, in writing, to the Recipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the recipient's receipt of notice.

31. Liability of the Illinois EPA

The Recipient agrees that no personal claim shall be made of, or honored by, any independent contractor, employee, or member of the Illinois EPA by reason of any provision of the Agreement. If the appropriation of funds by the General Assembly of the State of Illinois available for payment of financial assistance agreements is exhausted, no State agency or State office, nor any independent Contractor, employee or member of the Illinois EPA will be obligated to pay the Recipient anything under the terms of the Agreement, and the Recipient will not be held to the terms of the Agreement after such exhaustion. Prior to fund exhaustion, the Illinois EPA must make a positive effort to notify the Recipient of exhaustion.

32. Disputes

Any dispute arising under the Agreement that is not disposed of by provisions of the Agreement shall be decided by the Director of the Illinois EPA or a duly authorized representative, who will render a decision in writing and mail or otherwise furnish a copy thereof to the Recipient. The decision of the Director of the Illinois EPA shall be final.

33. Amendments

These conditions and certifications must be attached to the final Agreement entered into between the Illinois EPA and the Recipient. The Agreement, these conditions and certifications, and any attachments constitute the entire agreement between the parties. No amendment to the Agreement shall take effect until approved in writing, by the Illinois EPA and the Recipient.

If a time extension is necessary to extend the period of availability of funds (Agreement Period), the Recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the Illinois EPA not later than ninety (90) days before the Agreement Period expiration date.

34. Termination

- a) The Agreement may be terminated, in writing, in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Termination under this paragraph is not effective unless the failing party is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the terminating party prior to termination.
- b) The Agreement may be terminated, in writing, in whole or in part by the Illinois EPA for the Illinois EPA's convenience. Termination under this paragraph is not effective unless the Recipient is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the Illinois EPA prior to termination.
- c) If termination for substantial failure is effected by the Illinois EPA, under paragraph (a) of this Termination Section, an equitable adjustment in the price provided for in the Agreement shall be made. However, no adjustment in the price shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Recipient at the time of termination may be adjusted to cover any additional costs to the Illinois EPA resulting from the Recipient's substantial failure. If termination for substantial failure is effected by the Recipient, under paragraph (a) of this Termination Section, or if termination for convenience is effected by the Illinois EPA, under paragraph (b) of this Termination Section, the equitable adjustment shall include a reasonable profit for services or other work performed by the party that initiates termination.
- d) The equitable adjustment for a termination either (i) initiated by the Recipient under paragraph (a) of this Termination Section, or (ii) initiated by Illinois EPA under paragraph (b) of this Termination Section, shall provide payment to the Recipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs incurred by the Recipient relating to firm commitments entered into prior to termination.
- e) Upon receipt of a termination action under paragraphs (a) or (b) of this Termination Section, the Recipient must 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Illinois EPA all data, drawing, specifications, reports, estimates, summaries and such other information and materials accumulated by the Recipient in performing the Agreement, whether those items are complete or incomplete.
- f) Upon termination under paragraphs (a) or (b) of this Termination Section, the Illinois EPA may take over the work under the Agreement and may award the same or a similar agreement to another recipient to complete the work under the Agreement.
- g) If, after termination for failure of the Recipient, under paragraph (a) of this Termination Section, it is determined that the Recipient did not fail to fulfill the Agreement obligations, the termination will be deemed to have been for the convenience of the Illinois EPA, under paragraph (b) of this Termination Section. In such event, adjustment of the price provided for in the Agreement shall be made as provided in paragraph (d) of this Termination Section.

35. Payments

Requests for payment must be submitted by the Recipient's authorized representative no more frequently than monthly. Additionally, requests for payment must be submitted within 45 days after the work, subject of the request, has been completed.

Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Illinois EPA. The Recipient may transfer amounts among the cost categories designated in the Estimated Allowable Project Cost Summary provided the categories do not increase or decrease by more than fifteen (15) percent. Transfer in excess of fifteen (15) percent may be made only after written approval by the Illinois EPA. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
Mail Code #2
P.O. Box 19276
Springfield, Illinois 62794-9276

The Illinois EPA may withhold payment to the Recipient if the Recipient's progress in completing the scope of work does not meet the project schedule contained in the Agreement to the satisfaction of Illinois EPA. The Illinois EPA may withhold payment to the Recipient if Recipient fails to file required reports.

The Illinois EPA retains the right to withhold ten (10) percent of the assistance amount, as identified in the Estimated Allowable Project Costs Section of the Agreement, until all products outlined in the Project Scope of Work are submitted and approved by Illinois EPA.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Recipient must execute and deliver to the Agency a release of all claims against the Agency arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Illinois EPA and the Recipient, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Agency may have pertaining to the Agreement against any party affected by the Agreement.

All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the Recipient shall be returned to the State within 45 days.

Upon review of this document, complete page 2 and return the document to the Illinois EPA.



PLEASE REMIT PAYMENT TO:
Geosyntec Consultants
900 Broken Sound Parkway NW, Suite 200
Boca Raton, Florida 33487-2775 USA
Tel (561) 995-0900 Fax (561) 995-0925

LAKE CNTY STORMWATER MGMT COMM
500 W. WINCHESTER ROAD
SUITE 201

LIBERTYVILLE, IL 60048
Attention: MIKE WARNER

Invoice #: 18152166
Invoice Date: 6/24/2015
Project: MOW5370
Project Name: DRWW

For Professional Services Rendered through transaction date: 5/31/2015

IF YOU HAVE QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT ANDREA CLINE AT 630-203-3366.

Professional Services	\$4,035.00
Reimbursable Expenses	\$5.26
Current Invoice	----- \$4,040.26
**Amount Due This Invoice **	\$4,040.26

Statement

Prior Billings	\$0.00	Project Budget	\$20,000.00
Current Invoice	\$4,040.26	Expended to Date	\$4,040.26
Billed To Date	\$4,040.26	Contract Balance	\$15,959.74
Paid To Date	\$0.00	**Amount Due This Invoice **	\$4,040.26

Phase : DEFAULT

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
PROJECT PROFESSIONAL				
CLINE, ANDREA	05/04/2015	4.00	60.00	240.00
	05/05/2015	6.75	60.00	405.00
	05/06/2015	5.50	60.00	330.00
	05/07/2015	4.00	60.00	240.00
	05/08/2015	2.25	60.00	135.00
	05/11/2015	3.00	60.00	180.00
	05/12/2015	5.75	60.00	345.00
	05/13/2015	3.25	60.00	195.00
	05/14/2015	1.50	60.00	90.00
	05/15/2015	8.00	60.00	480.00
	05/18/2015	1.50	60.00	90.00
	05/19/2015	2.00	60.00	120.00
	05/21/2015	1.75	60.00	105.00
	05/26/2015	6.75	60.00	405.00
	05/27/2015	2.25	60.00	135.00
	05/28/2015	3.25	60.00	195.00
	05/29/2015	5.75	60.00	345.00
Total: PROJECT PROFESSIONAL		67.25		4,035.00

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
B/W PLOTTING 30 X 42 BOND					
PER CONTRACT	CH125999	5/5/2015	2.00	2.63	5.26
Total Phase : DEFAULT				Phase Labor	4,035.00
				Phase Expense	5.26

				Total Project Labor	4,035.00
				Total Project Expense	5.26
Total Project: MOW5370 -- DRWW					4,040.26