

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 15, 2011**. No services will be paid which are performed prior to or subsequent to this performance period.

Assistance Amount \$190,000.00

Agreement Type 319 Agreement Number 3190904

Recipient Joliet Junior College

Address 1215 Houbolt Road Telephone (815) 280-2657
Joliet, Illinois 60431-8938 FAX (815) 280-6618

Project Description/Scope of Work

JOLIET JUNIOR COLLEGE LAKE CLEAN-UP AND MANAGEMENT

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

DREDGING

1. The Recipient shall implement a dredging project on Joliet Junior College Lake to remove a minimum of 6,000 cubic yards of sediments from the lake. All permits that are needed for this project shall be acquired before dredging is commenced on the lake. Approximately 6,000 cubic yards of dredged sediment will be conveyed to a dewatering pond on an adjacent farm field. The dredging shall be completed by November 1, 2010. A detailed report on the dredging project shall be prepared and submitted to the Illinois EPA by December 31, 2010. This report at a minimum shall detail the amounts of sediment removed, sediment disposed, and costs associated with this work.

DESIGN SPECIFICATIONS

2. The Recipient shall prepare design specifications (Design) for the construction of stormwater best management practices (BMPs) to reduce nonpoint source pollution to Joliet Junior College Lake within the Rock Run watershed from the Joliet Junior College in Joliet, Illinois. The Design shall include the construction of 1) a 600 ft. vegetated bioswale, a 1,400 ft. vegetated swale with three stone riffle structures, and a 100 ft. vegetated bioswale discharging into a 0.8 acre stormwater wetland bio-filtration cell with a forth stone riffle at the wetland outfall; 2) separators in three locations to treat runoff from parking lots and buildings before it enters the lake; and 3) enhancements to an existing wetland swale to treat runoff from the east parking lot. 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.

The Design shall identify the type and location of selected BMPs, describe the environmental problems associated with the sites and the criteria used to select each practice, and provide a detailed blueprint for their cost, advantages and disadvantages, 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 Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, Illinois Urban Manual, and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. Two (2) copies of the draft Design and "BMP Application Forms" shall be completed and submitted by the Recipient to the Illinois EPA by May 1, 2010. Two (2) paper copies and one (1) electronic copy of the final Design and "BMP Application Forms" shall be completed and submitted by the Recipient to the Illinois EPA by July 1, 2010.

PERMITS & LANDOWNERS AGREEMENTS

3. The Recipient shall secure all necessary permits prior to the implementation of the Design developed under Item 2 of this Agreement. The Recipient 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 draft of the arrangement to the Illinois EPA by May 1, 2010. The Recipient shall submit a copy of the executed arrangement to the Illinois EPA by July 1, 2010.

DESIGN IMPLEMENTATION

4. The Recipient shall implement the Design developed under Item 2 of this Agreement. The Recipient shall complete the installation and construction of the BMPs by May 1, 2011. Photographic slides and prints documenting Design implementation shall be completed and submitted by the Recipient to the Illinois EPA by July 15, 2011.

PROJECT EVALUATION AND REPORT

5. The Recipient shall prepare a report explaining the execution of the Joliet Junior College Lake Clean-up and Management project (i.e., pre and post conditions, type and location of practices, practice design, methods of practice installation) and evaluating the project's success, including but not limited to improvements in water quality. The report shall document the project tasks and summarize the findings of the project, including a discussion of the cost-effectiveness of selected practices in relationship to alternative management strategies. Two (2) copies of the draft report shall be completed and submitted by the Recipient to the Illinois EPA by June 1, 2011. The final report shall be completed and ten (10) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by July 15, 2011.

OTHER DIRECTED ACTIVITIES

6. 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.
7. The Recipient shall submit a written progress report by the fifteenth (15th) of July, October, January, and April occurring during the Agreement Period. Whenever practical reports should be submitted printed two sided.
8. All products produced and all work performed by the Recipient 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.
9. 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."
10. At each site where best management practices 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 the 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 site. Designs for all signs shall be completed and submitted by the Recipient to the Illinois EPA by May 1, 2010. The Recipient shall erect the signs approved by the Illinois EPA prior to the installation of the BMP(s) at its particular 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 by May 1, 2011.
11. The Recipient shall develop Operation and Maintenance Plans (O & M Plan) for the BMPs implemented under this Agreement to ensure their long-term viability (at least ten years). The O & M Plans 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 Plans 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 all O & M Plans shall be completed and submitted by the Recipient to the Illinois EPA by May 1, 2010. The final O & M Plans shall all be completed and submitted by the Recipient to the Illinois EPA by July 15, 2011.

Project Schedule

Description

Completion Date

DREDGING	
1. Dredging Implementation Dredging Report	November 1, 2010 December 31, 2010
DESIGN SPECIFICATIONS	
2. Draft Design Specifications Final Design Specifications	May 1, 2010 July 1, 2010
PERMITS & LANDOWNER AGREEMENTS	
3. Draft Permits and Landowner Agreements Final Permits and Landowner Agreements	May 1, 2010 July 1, 2010
DESIGN IMPLEMENTATION	
4. Design Implementation Photographic Documentation of Construction	May 1, 2011 July 15, 2011
PROJECT EVALUATION & REPORT	
5. Draft Report Final Report	June 1, 2011 July 15, 2011
OTHER DIRECTED ACTIVITIES	
7. Progress Report	Quarterly as stipulated
10. Sign Designs Install Signs	May 1, 2010 May 1, 2011
11. Draft O & M Plan Final O & M Plan	May 1, 2010 July 15, 2011

Estimated Allowable Project Costs
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<u>Project Cost Summary</u>	<u>Totals</u>
1. Direct Labor	0.00
2. Indirect Costs	0.00
Fringe	0.00
Indirect	0.00
3. Travel	0.00
4. Equipment, Materials, Supplies	0.00
Postage	0.00
5. Subcontracts	369,000.00
Dredging Lake (Match Only)	179,000.00
Stormwater BMP Construction	190,000.00
TOTAL	\$ <u>369,000.00</u>

Assistance Amount at	<u>51.490515%</u>	\$ <u>190,000.00</u>
Recipient Share at	<u>48.509485%</u>	\$ <u>179,000.00</u>

Comments on Allowable/Excluded Costs

- Costs associated with the dredging of Joliet Junior College Lake may be used as match under the Recipient share but will not be reimbursed as part of the Assistance Amount.

Offer and Acceptance